

Internet Check-up from Bell Service Agreement

IMPORTANT - BY CLICKING ON THE "I accept the license agreement" BOX BELOW YOU INDICATE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THE AGREEMENT.

1. Service Description, Acceptance. Internet Check-up is a residential, non-commercial, personal computer, online, technical assistance service that offers support to you, including taking temporary control of your personal computer and software in its attempt to troubleshoot and repair your service related problems (the "Service"). The Service will and is not intended to protect your computer from any virus, spyware and malware that may affect your computer. Bell Canada will not be responsible for any corrupted data, files or viruses which affect you or your computer. It is your responsibility to safeguard your system, through appropriate means (for example, using commercially available software), from theft, unauthorized use or system corruption.

By clicking on the "I accept the license agreement" box below, you acknowledge that you have read, understand and agree to be bound by this Service agreement and, to the extent permitted by applicable law, any other additional terms, policies and practices that are displayed to you or to which you may be directed in connection with the Service, each as may be amended by Bell Canada from time to time (collectively, the "Agreement"). "You" and "Yours" means you and every person who uses the Service.

2. Access, Your Responsibilities. You acknowledge and agree that in order to provide the Service to you Bell Canada or its third party service providers (including third party service providers who may be located outside of Canada) will access, take control of and make changes to your personal computer and/or software by remote control, including the installation and where applicable, de-installation of certain software and you hereby consent to such actions.

3. Software. Any software made available by Bell Canada or its third party service providers in connection with the Service under this Agreement will be subject to the terms and conditions of an associated software license agreement and will remain the property of Bell Canada, its agents and/or third party service providers as applicable ("Software"). A copy of the applicable software license agreement will be presented during the installation process and/or during use of the Software. It is your responsibility to review and agree to the terms and conditions of the applicable software license agreement before installing or using the Software. You will take appropriate steps to protect the Software against loss or damage. You will not sell, transfer or charge for the Software or attempt to tamper with, abuse, reverse engineer, decompile or disassemble any part of the Software or the Service. You agree that all risk associated with the use of, or reliance on, the Software rests with you. You further agree that, subject to applicable law, Bell Canada, including its agents and third party service providers, will not be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with your use of, or reliance on, the Software, including the failure of such Software to meet your needs, standards, expectations or desired specifications. Unless otherwise provided in the applicable software license agreement, all software license agreements will terminate upon termination of the Agreement.

4. Backup. It is your responsibility to back-up all existing computer files by copying them to another storage medium prior to the use of the Service and installation of any Software. Bell Canada and its affiliates shall have no liability whatsoever for any damage or loss to data or peripherals.

5. Privacy and Security. The public internet and third party networks will be utilized to provide the Service to you. It is your responsibility to safeguard your system, through appropriate means (for example, using commercially available software), from theft, unauthorized use or system corruption. Bell Canada is not responsible for any lack of privacy or security which may be experienced with respect to the provision of the Service to you, including as a consequence of your failure to adequately safeguard your system.

Your personal information will be protected by Bell Canada in a manner consistent with Bell Canada's Privacy Policies, available by visiting www.bell.ca/privacy or by contacting Bell Canada at 310-BELL (310-2355).

6. User Information; Other Information. You hereby acknowledge that Bell Canada, its affiliates, agents and third party service providers may retain and use any information, comments or ideas conveyed by you relating to the Service (including any products and services made available on the Service). This information may be used to provide you with better service. Further, by using the Service, Bell Canada may be sent information regarding your account and the configuration of your computer. This information will only be used for the purpose of configuring your computer for use with Bell Canada's internet access services and to assist Bell Canada in addressing any technical questions which may arise in providing the service to you. In addition, Bell Canada may use this information to create aggregated information (information which does not include any personally identifiable information about you) that may be used to improve the service Bell Canada provides to you, and to determine and disclose the aggregate number of customers that have used the Service. You hereby agree to the disclosure of the above referenced information to Bell Canada, its affiliates and agents and grant to Bell Canada the right to use this information in the manner set forth above.

7. Disclaimer of Warranties. YOU ACKNOWLEDGE AND AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE AND ANY SOFTWARE THAT MAY BE PROVIDED HEREUNDER, ARE PROVIDED BY BELL CANADA AND ITS THIRD PARTY SERVICE PROVIDERS ON AN "AS-IS" AND "AS AVAILABLE" BASIS, AND THAT BELL CANADA AND ITS THIRD PARTY SERVICE PROVIDERS MAKE NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND WHATSOEVER, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY, REPRESENTATION OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT WITH RESPECT TO THE SERVICE OR ANY SOFTWARE. TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS, EXPRESS OR IMPLIED, ARE HEREBY EXPRESSLY EXCLUDED. YOU ARE RESPONSIBLE FOR THE COMPATIBILITY OF THE SERVICE WITH ANY EQUIPMENT, SOFTWARE, SERVICES AND/OR OTHER MATERIALS NOT PROVIDED BY BELL CANADA (THE "THIRD PARTY EQUIPMENT AND SERVICES"). TO THE EXTENT PERMITTED BY APPLICABLE LAW, BELL CANADA DISCLAIMS ALL RESPONSIBILITY FOR DETERMINING COMPATIBILITY BETWEEN THE SERVICE AND THE THIRD PARTY EQUIPMENT AND SERVICES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BELL CANADA AND ITS THIRD PARTY SERVICE PROVIDERS DO NOT WARRANT THE PERFORMANCE, AVAILABILITY, ACCURACY, SECURITY, ERROR-FREE OR UNINTERRUPTED OPERATION OR USE OF THE SERVICE OR THE SOFTWARE OR THAT THE SERVICE, THE SOFTWARE OR IN EACH CASE ANY PART THEREOF, WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, ALL TO THE EXTENT PERMITTED BY APPLICABLE LAW.

8. Limitation of Liability. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL BELL CANADA OR ANY OF ITS THIRD PARTY SERVICE PROVIDERS, BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION ANY GENERAL, DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY DAMAGES FOR LOSS OF PROFITS, SAVINGS, LOSS OF USE OR LOSS OF DATA, ON ACCOUNT OF ANY ACT OR OMISSION OF BELL CANADA, ITS THIRD PARTY SERVICE PROVIDERS OR THEIR REPRESENTATIVES RELATED IN ANY WAY TO THE SERVICE, ANY SOFTWARE PROVIDED HEREUNDER OR

THIS AGREEMENT. THIS SECTION WILL APPLY: REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE; AND WHETHER OR NOT DAMAGES WERE FORESEEABLE.

9. Indemnity. You agree to defend, indemnify and hold Bell Canada, its affiliates and third party service providers, harmless from any and all liabilities, expenses and other amounts related to any violation of this Agreement by you or any user of your account, or in connection with your or their use of the Service.

10. No License; Intellectual Property of Bell Canada and Others. Bell Canada, its affiliates or its licensors, as applicable, own all rights, titles and interest in and to the Services and the Software. Except as expressly provided, nothing herein or within the Service shall be construed as conferring any license under any of Bell Canada's or any third party's intellectual property rights, whether by estoppel, implication, waiver, or otherwise. Without limiting the generality of the foregoing, you acknowledge and agree that certain content available through, and used to provide, the Service is protected by copyright, trademark, patent, or other proprietary rights of Bell Canada, its affiliates, licensors, suppliers and/or service providers. You agree not to modify, alter, or deface any of the trademarks, service marks, or other intellectual property made available through the Service or use any of the foregoing for any purpose other than the purpose for which such intellectual property is made available to users through the Service.

11. Trademarks. Any use of any of the marks appearing on the Service without the express written consent of Bell Canada or the owner of the mark, as appropriate, is strictly prohibited.

12. Term and Termination. The term of this Agreement will continue until terminated by either you or Bell Canada. You may terminate this Agreement and cancel the Services at any time by ceasing using the Service and de-installing all Service associated software, including the Software. Bell Canada may, in its sole discretion, terminate or cancel the Service and this Agreement at any time, upon thirty (30) days notice to you (or such longer period as may be required by applicable law), or suspend the Service upon notice to you. If you fail to comply with any provision of this Agreement, Bell Canada may immediately terminate the Service and this Agreement without notice. The accrued rights and obligations under this Agreement that by their nature or as specified under the Agreement are intended to continue beyond the termination of this Agreement until exhausted or fulfilled, will survive the termination of this Agreement, including without limitation Sections 1, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14.

13. Amendments. To the extent permitted by applicable law, Bell Canada may modify the Service, this Agreement, including any other document that forms part thereof, at any time and from time to time, with or without your consent or authorization, including but not limited to modification or amendment of any Service feature. To the extent required by applicable law, Bell Canada will give you not less than thirty (30) days notice in advance of the effective date of any amendment or change to this Agreement or of any material change to the Service by posting notice of such change at www.bell.ca/agreements, by sending you notice via email to your Bell Internet parent email address or to another email address provided by you to Bell Canada (in which case it is your responsibility to ensure that such email address remains current at all times) or by using any other notice method that will likely come to your attention. To the extent required by applicable law, such notice shall set out the effective date of the amendment or change, the revisions being made to this Agreement or any other related agreement, if applicable, and your remedy in connection with such amendment or change as set out in the next sentence. Nothing in this Agreement shall be construed as obligating you to accept receipt of the Service after any amendment or change is made to the Service or this Agreement; however, your sole remedy in the event that you do not wish to accept such amendment or change (and, if you reside in the province of Quebec, only where such amendment or change increases your obligations or reduces Bell Canada's obligations) shall be to refuse the amendment or change and cancel the Service (and terminate this Agreement). Should you continue to use the Service after such change is effective, to the extent permitted by applicable law, such use shall be deemed to be your acceptance thereto and you expressly agree that no additional written agreement or express acknowledgement shall be required to accept such change. You agree to go to www.bell.ca/agreements periodically and to review this Agreement to be aware of such modifications.

14. Miscellaneous. To the extent permitted by applicable law, this Agreement and any other documents incorporated herein by reference or otherwise provided or made available to you in connection with the Service, as each or all may be amended from time to time, represent the entire agreement among you and Bell Canada with respect to the Service and supersede all prior agreements between you and Bell Canada. In the event of any inconsistency, the terms of this document will govern and prevail. Bell Canada may assign all or any portion of its rights and obligations under this Agreement to any affiliated entity without your prior written consent. You may not assign or transfer this Agreement. Notices to Bell Canada may be provided verbally by calling at 310-SURF (310-7873). Notices to you will be in writing and delivered by e-mail to the e-mail address provided to Bell Canada by you or by using any other notice method that will likely come to your attention. Bell Canada is a federally-regulated undertaking and as such the Agreement, including all matters relating to its validity, construction, performance and enforcement, will be governed by applicable federal laws and regulations of Canada and only those provincial laws and regulations that are applicable to it. The terms and conditions of the Agreement are subject to amendment, modification or termination if required by such laws or regulations. Certain elements of the Service may be provided to you by third party service providers located outside of Canada and as such your use of the Service may be subject to the laws of foreign jurisdictions. If any provision in the Agreement is declared to be void, invalid, in conflict with any such law or regulation, or otherwise unenforceable by a court of competent jurisdiction, that provision may be deleted or modified, without affecting the validity of the other provisions. Bell Canada's failure to insist upon or enforce strict performance of any provision of this Agreement will not be construed as a waiver of any provision or right.

15. Contact Information. If you have any questions regarding the terms and conditions of this Agreement, you may contact Bell Canada, by telephone: 310-SURF (310-7873).

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