

## Bell Internet Portable Service

### REFURBISHED EQUIPMENT TERMS OF ACCEPTANCE ("Terms of Acceptance")

#### ACCEPTING OR USING THE BELL MODEM KIT (AS HEREIN DEFINED) OR OTHERWISE AGREEING TO BE BOUND BY THESE TERMS OF SALE MEANS THAT YOU WILL BE BOUND BY THESE TERMS OF SALE.

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, you agree to the following:

1. **General.** You hereby agree to purchase or accept and Bell Canada (and/or its affiliates, agents and suppliers) in Alberta, British Columbia, Ontario and Quebec and Bell Aliant Regional Communications, Limited Partnership ("Bell Aliant") (and/or its affiliates, agents and suppliers) in New Brunswick, Newfoundland and Labrador, Nova Scotia and Prince Edward Island and certain regions of Ontario and Quebec (each of Bell Canada and Bell Aliant are referred to herein, as applicable, as "Your Service Provider") agree to sell or provide to you a portable, wireless refurbished modem kit, which includes a refurbished or reconditioned modem (the "Bell Modem") and any other equipment and accessories provided to you by Your Service Provider in connection with the Bell Modem ("Accessories"), (the Accessories and the Bell Modem will collectively be referred to as the "Bell Modem Kit") pursuant to these Terms of Sale, to be used for the purpose of receiving the Bell Internet Portable service, a broadband wireless Internet service (the "Service") provided on the terms and conditions set out in the Bell Internet Portable Service Agreement, together with such other documents referenced therein (collectively, the "Service Agreement").

2. **Fees and Charges.** If you purchase the Bell Modem Kit, you have the option to pay for the Bell Modem Kit by credit card or if offered by Your Service Provider, by pre-authorized payment acceptable to Your Service Provider. By providing such information, you expressly authorize Your Service Provider to charge your credit card (and any replacement credit card) or use any pre-authorized payment method accepted by Your Service Provider to collect: (i) if you choose to pay for the Bell Modem Kit in full at the time of purchase, the purchase price of the Bell Modem Kit, and all applicable taxes, shipping fees and all other amounts, fees or charges owing with respect to the Bell Modem Kit under these Terms of Sale, and this will constitute Your Service Provider's good and sufficient authority for so doing; or (ii) if Your Service Provider offers you the option of paying for the Bell Modem Kit over the Initial Service Period (as such term is defined in the Service Agreement) and you choose such option, the Bell Modem Kit monthly amount, which is the total purchase price for the Bell Modem Kit divided by the number of months in the Initial Service Period (as such term is defined in the Service Agreement) together with all applicable taxes, shipping fees and all other amounts, fees or charges owing with respect to the Bell Modem Kit under these Terms of Sale, and this will constitute Your Service Provider's good and sufficient authority for so doing. If applicable, you are entitled to pay the full outstanding balance owing on the Bell Modem Kit or make partial payments in addition to the monthly Bell Modem Kit amount at any time without any prepayment charge or penalty. The outstanding balance on the Bell Modem Kit will be the monthly Bell Modem Kit amount multiplied by the number of months in the Initial Service Period for which the monthly Bell Modem Kit amount has not been paid.

Unless otherwise stated, a late payment charge at the rate of 3% per month (42.58% per annum) (which rate, subject to applicable law, is subject to change by Your Service Provider from time to time) will be applied from the bill date when

payment has not been received by Your Service Provider within thirty (30) days of the bill date.

It is your responsibility to ensure that the billing information that you provide to Your Service Provider, including your address and credit card (or bank account information if applicable), remains current at all times. You agree to notify Your Service Provider of any changes to your billing information. If Your Service Provider discovers that:

- i. your credit card is not valid or your bank account is closed;
- ii. you have revoked Your Service Provider's authorization to make withdrawals;
- iii. Your Service Provider cannot reach you or access your monetary funds to get paid for amounts owing pursuant to these Terms of Sale; or
- iv. you have otherwise breached these Terms of Sale or the Service Agreement,

Your Service Provider will be entitled to charge, and you will become liable for all amounts outstanding under these Terms of Sale together with all applicable termination and other fees. If Your Service provider offers you the option of paying for the Bell Modem Kit in monthly instalments over the Initial Service Period and you choose such option, you will be charged the amount outstanding with respect to the Bell Modem Kit which is the monthly Bell Modem Kit amount multiplied by the number of months in the Initial Service Period for which the monthly Bell Modem Kit amount has not been paid.

The following only applies if you are a customer in Quebec and you purchased a Bell Modem Kit and are paying for the Bell Modem Kit in monthly instalments: before availing itself of the aforementioned paragraph, Your Service Provider must forward to you a notice in writing and a statement of account. Within thirty (30) days following your receipt of the notice and the statement of account, you may: (a) either remedy the fact that you are in default; (b) or present a motion to the court to have the terms and conditions of payment prescribed in the Terms of Sale changed; or (c) present a motion to the court to obtain permission to return the goods forming the object of these Terms of Sale to Your Service Provider. If you return the goods to Your Service Provider with the permission of the court, your obligation under these Terms of Sale are extinguished and Your Service Provider is not bound to return to you the payments it has received from you. It is in your interest to refer to Sections 14, 104 to 110 of the Consumer Protection Act (R.S.Q., c. P-40.1) and, where necessary, to communicate with the Office de la protection du consommateur.

3. **Title, Risk, Loss or Theft.** Risk of loss, theft or damage to the Bell Modem shall pass to you upon delivery to you in accordance with Section 7.

**4. Personal Information; Privacy.** By purchasing or accepting the Bell Modem Kit, you consent to the collection, use and disclosure of your personal information, as described in the applicable privacy policy of Your Service Provider. In the case of Bell Canada, this is the Bell Privacy Policy and the Bell Code of Fair Information Practices, available by visiting [www.bell.ca/bellprivacy](http://www.bell.ca/bellprivacy) or by contacting Bell Canada at 310-BELL (310-2355), and in the case of Bell Aliant, this is the Bell Aliant Privacy Policy and the Bell Aliant Code of Fair Information Practices, available by visiting [www.aliant.net](http://www.aliant.net) or by contacting the Privacy Manager at [PrivacyManager@aliant.ca](mailto:PrivacyManager@aliant.ca). In the case of Bell Canada customers, you may withdraw your consent at any time by using the opt-out form available at [www.bell.ca/bellprivacy](http://www.bell.ca/bellprivacy) or by contacting Your Service Provider at 310-BELL (310-2355), or if you are a Bell Aliant customer, you should contact the Aliant Privacy Manager at [PrivacyManager@aliant.ca](mailto:PrivacyManager@aliant.ca).

**5. Product Warranty; Refurbished Equipment.** Your Service Provider warrants that the Bell Modem and the power supply (collectively referred to as the "Warranted Products") will be free from material defects in material and workmanship for a period of **twelve (12)** months from the date of delivery of the Bell Modem Kit to you in accordance with Section 7 hereof ("Product Warranty"). The Product Warranty will apply only if Your Service Provider's tests disclose that the alleged defect is due solely to defects in material or workmanship. The Product Warranty will not apply if your Service has been terminated for any reason unless you have migrated to another Internet service provided by Your Service Provider and are using the Bell Modem with respect to such other Internet service. You may not assign or transfer the Product Warranty. YOU ACKNOWLEDGE AND AGREE THAT YOUR SERVICE PROVIDER'S SOLE OBLIGATION AND YOUR SOLE REMEDY UNDER THE PRODUCT WARRANTY WILL BE LIMITED TO REPAIR OR REPLACEMENT OF THE WARRANTED PRODUCTS WITH RECONDITIONED OR REFINISHED EQUIPMENT WITHIN THE PRODUCT WARRANTY PERIOD. YOU FURTHER AGREE AND ACKNOWLEDGE THAT OTHER THAN THE PRODUCT WARRANTY (AS DEFINED ABOVE), TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR SERVICE PROVIDER PROVIDES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR CONDITIONS OF ANY KIND WHATSOEVER RESPECTING THE BELL MODEM KIT INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF TITLE OR NON-INFRINGEMENT, OR IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, STATE OR CONDITION, QUANTITY, DESIGN, WORKMANSHIP, DURABILITY FOR ANY PERIOD OF TIME, EFFICACY, CAPACITY, PERFORMANCE OR FITNESS TO RECEIVE THE SERVICE UNDER THE SERVICE AGREEMENT OR FITNESS FOR ANY OTHER PURPOSE, ITS FREEDOM FROM LIENS OR ENCUMBRANCES, COMPLIANCE WITH ALL OR ANY FEDERAL AND PROVINCIAL HEALTH, SAFETY AND QUALITY STANDARDS OR QUALITY, COVERAGE, PERFORMANCE OR AVAILABILITY OF THE SERVICE PROVIDED THROUGH THE BELL MODEM KIT TO YOU AT ANY TIME IN ANY GIVEN GEOGRAPHIC AREA OR AT ANY GIVEN LOCATION OR POSITIONING OF YOUR BELL MODEM. ALL SUCH REPRESENTATIONS, CONDITIONS AND WARRANTIES, OTHER THAN THE PRODUCT WARRANTY DEFINED ABOVE, ARE HEREBY EXPRESSLY DISCLAIMED BY YOUR SERVICE PROVIDER EXCEPT TO THE EXTENT WHERE, UNDER APPLICABLE LAW, THEY CANNOT BE DISCLAIMED, WAIVED OR LIMITED.

To the extent that Your Service Provider substitutes any

Warranted Product with another substantially similar model and make of modem or power supply, which modem or power supply may be reconditioned or refurbished, (collectively "Replacement Equipment") you acknowledge that, upon delivery to you of the Replacement Equipment, the provisions of these Terms of Sale dealing with or applicable to the Warranted Products that are being replaced by Your Service Provider ("Replaced Equipment") will automatically and without any further act, thing or document (i) terminate and be at an end with respect to that Replaced Equipment, and (ii) apply to the items of Replacement Equipment as if they were the original Warranted Products acquired hereunder and all terms of these Terms of Sale will apply to the Replacement Equipment without any novation occurring or being deemed to have occurred with respect to the Replacement Equipment. The terms "Bell Modem" and "Warranted Products" hereunder will, in such circumstances, be deemed to refer to the Replacement Equipment in place of the Replaced Equipment. You agree that upon receipt of the Replacement Equipment you shall return the Replaced Equipment; if you fail to return the Replaced Equipment immediately following receipt, Your Service Provider may charge your credit card (and any replacement credit card) or use the pre-authorized payment method to collect, for the cost of the Replacement Equipment.

**6. Indemnity and Limitation of Liability.** YOU WILL INDEMNIFY AND HOLD YOUR SERVICE PROVIDER AND ITS AFFILIATES, SUPPLIERS, AUTHORIZED CONTRACTORS AND AGENTS HARMLESS FROM AND AGAINST ANY LOSS OR DAMAGE TO ANY PERSON, EQUIPMENT AND/OR PROPERTY ON WHICH ANY OF THE BELL MODEM KIT CONTENTS ARE LOCATED OR TO WHICH THEY MAY BE CONNECTED TO OR INTEGRATED WITH AND FROM ALL CLAIMS, LOSSES, INJURIES, TAXES, EXPENSES, COSTS OR OTHER AMOUNTS RELATED TO OR IN CONNECTION WITH THESE TERMS OF SALE AND ANY DOCUMENT FORMING PART THEREOF, INCLUDING WITHOUT LIMITATION THE USE, MAINTENANCE OR CONDITION OF THE BELL MODEM KIT, TRANSFER OF THE BELL MODEM KIT TO YOU OR YOUR TERMINATION OF OR DEFAULT UNDER, OR BREACH OF ANY OF, THESE TERMS OF SALE, WHETHER OR NOT YOU RECEIVE THE SERVICE UNDER THE SERVICE AGREEMENT. IN THE EVENT OF ANY BREACH, INCLUDING WITHOUT LIMITATION A BREACH OF ANY FUNDAMENTAL TERM, BY YOUR SERVICE PROVIDER OR ANY OF ITS AFFILIATES, SUPPLIERS, AUTHORIZED CONTRACTORS OR AGENTS OF THESE TERMS OF SALE OR IN THE EVENT OF ANY NEGLIGENCE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR EXCLUSIVE REMEDY UNDER THESE TERMS OF SALE WILL BE TO RECEIVE FROM YOUR SERVICE PROVIDER THE TOTAL COLLECTIVE PAYMENT FOR ACTUAL AND DIRECT DAMAGES SHALL BE THE GREATER OF FIFTY (\$50) DOLLARS OR THE AMOUNT OF THE PURCHASE PRICE ACTUALLY PAID BY YOU TO YOUR SERVICE PROVIDER FOR THE BELL MODEM KIT. TO THE EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SET OUT IN THIS SECTION, YOUR SERVICE PROVIDER OR ITS AFFILIATES, SUPPLIERS, AUTHORIZED CONTRACTORS AND AGENTS WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY, WHETHER IN CONTRACT, TORT OR OTHERWISE, AND EVEN IF YOUR SERVICE PROVIDER, OR ANY OF ITS AFFILIATES, SUPPLIERS, AUTHORIZED CONTRACTORS OR AGENTS, HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY, FOR (I) ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR INCIDENTAL DAMAGES OF

ANY KIND OR FOR ANY REASON WHATSOEVER, INCLUDING WITHOUT LIMITATION LOST TIME, LOSS OF USE OF THE BELL MODEM KIT, LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITY OR ANY OTHER DAMAGES RESULTING FROM THE BREAKDOWN OR FAILURE OF THE BELL MODEM KIT, DELAYS IN SERVICING OR INABILITY TO ACCESS THE NETWORK OR SIGNAL AND PROVIDE THE SERVICE, OR ANY SUCH DAMAGES THAT ARISE IN CONNECTION WITH OR RESULT IN ANY WAY FROM ANY CLAIM, ALLEGATION OR ACTION RELATING TO PERSONAL INJURY, PROPERTY DAMAGE OR DEATH, AND/OR (II) ANY LOSSES, EXPENSES (INCLUDING WITHOUT LIMITATION LEGAL FEES) OR OTHER AMOUNTS ARISING OUT OF, OR IN CONNECTION WITH THESE TERMS OF SALE, INCLUDING, WITHOUT LIMITATION, ANY ALLEGATION, CLAIM, SUIT OR OTHER PROCEEDING BASED UPON A CONTENTION THAT THE USE OF THE BELL MODEM KIT BY YOU OR A THIRD PARTY THROUGH YOUR SERVICE ACCOUNT INFRINGES THE INTELLECTUAL PROPERTY RIGHTS OR CONTRACTUAL RIGHTS OF ANY THIRD PARTY.

**7. Delivery; Returns.** The Bell Modem Kit will be delivered to you within the time period identified to you by Your Service Provider prior to you placing the order for the Service and the Bell Modem Kit. Any Bell Modem Kit that is not opened or used and is in working condition may be returned to Your Service Provider, subject to Your Service Provider's consent, within fourteen (14) days from your purchase of the Bell Modem Kit provided that you have a copy of the original receipt. Please call 310-SURF (310-7873) if you are located in Ontario or Quebec or 1-866-716-8402 if you are located outside of Ontario or Quebec for further information.

**8. Miscellaneous.** The parties hereto expressly agree that these Terms of Sale will be written in the English language. Les parties aux présentes conviennent à ce que ce document soit rédigé dans la langue anglaise. These Terms of Sale will be binding upon and enure to the benefit of the parties hereto, their permitted successors and permitted assigns. Clerical errors will not affect the validity of these Terms of Sale and Your Service Provider will be entitled to unilaterally correct the same. If you have signed any other agreement with Your Service Provider, the terms and conditions of that agreement will remain in effect in addition to the terms and conditions of these Terms of Sale. In case, and to the extent, of any inconsistency or conflict between these Terms of Sale and any other agreement between you and Your Service Provider with respect to the Bell Modem Kit, the terms and conditions of these Terms of Sale apply. All of your obligations in respect of the Bell Modem Kit and Your Service Provider's rights will survive the expiration or termination of the Service Agreement (including without limitation, these Terms of Sale) to the extent required for their full observance and performance.

**9. Changes and Amendments.** Your Service Provider will notify you of any material amendment or material change to these Terms of Sale in advance by posting notice of such change at [www.bell.ca/agreements](http://www.bell.ca/agreements), by sending you notice via email to your Bell Internet parent email address or, if permitted by Your Service Provider, to another email address provided by you to Your Service Provider (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. You agree to go to [www.bell.ca/agreements](http://www.bell.ca/agreements) periodically and to review the Terms of Sale to be aware of such modifications. Nothing in the Terms of Sale will be construed as obligating you to accept receipt of any service or deliverable after any change is made to such service

or deliverable under the Terms of Sale; however to the extent permitted by applicable law, your sole remedy in the event that you do not wish to accept such change will be the termination of these Terms of Sale, including the payment of any charges that may apply. Should you continue to use the Bell Modem Kit after such change is effective, to the extent permitted by applicable law, such use will be deemed to be your acceptance thereto and you expressly agree that no additional written agreement or express acknowledgement will be required to accept such change.

Your Service Provider is a federally-regulated undertaking and as such these Terms of Sale, 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 Terms of Sale are subject to amendment, modification or termination if required by such laws or regulations. If any provision in the Terms of Sale is declared to be invalid or in conflict with any such law or regulation, that provision may be deleted or modified, without affecting the validity of the other provisions.

Dated May 1, 2010