

## BELL BUSINESS TERMS OF SERVICE

Your service details, these terms of service and any schedules attached to these terms of service (“**Schedules**”), along with any requested work orders and your invoice (which may include notices of changes to your contract) all taken together form the entire contract (“**Contract**”) between you or your business (“**Customer**” or “**you**”) and Bell Canada and/or (based on where your place of business is located or which services you subscribe to) a related Bell company (“**Bell**” or “**we**”). You should review the entire Contract. All of the parts are important and together create a legal agreement that applies to you once you have accepted it. Bell relies upon your word that you have reached the legal age of majority and are authorized to enter into this Contract. To help you to understand your rights and obligations under this Contract, these terms of service are written in a question and answer format.

**1. How do I accept my Contract with Bell?** You are considered to accept this Contract on the earlier of the date: **(a)** you receive a copy of these terms of service; or **(b)** you access or use Bell Services (defined in **Section 2**), unless otherwise determined by applicable laws. You understand and agree that you are bound by this Contract, now and in the future. You must not use the Bell Services if you do not agree to this Contract.

**2. What is covered by this Contract?** This Contract is for Bell Services. The “**Bell Services**” or “**Services**” (as they will be called in this Contract) include the installation and provision of Internet Services (“**Business Internet**”), Phone Services (“**Business Phone**”), Internet Protocol Television Services (“**Business Fibe™ TV**”), and Satellite Television Services (“**Business Satellite TV**”) and any additional features. Together Business Fibe TV and Business Satellite TV are called “**Business TV**”. The Bell Services include additional equipment owned by Bell (including equipment rented from Bell) (“**Bell Equipment**”) that you may need to receive the Bell Services, such as devices, receivers, SmartCards, modems, routers, accessories, hardware, networks, platforms, batteries and/or other products. The Bell Services covered by this Contract do not include services provided to you by Bell Mobility, or Bell FibreOP services provided to you by Bell Aliant.

**3. Can Bell make changes to this Contract?** Bell may change the Contract, including the Fees (defined in **Section 16**) and Bell Services, by giving you at least **30 days’** prior notice in writing of the change. For Bell Services provided for a Fixed Term (defined in **Section 15**), every calendar year, Bell may increase the Fees up to **10%** before discounts are applied. Bell may give you notice by posting it on [bell.ca](http://bell.ca), by including it on your invoice, by sending it to you by email, or by any other reasonable method. Subject to Bell’s right to make changes, no other statements (written or verbal) will change this Contract.

**4. What if I want to refuse a change to this Contract made by Bell?** If you want to refuse the change, you can cancel the Bell Service affected by the change as set out in **Section 58**.

**5. Can I make changes to the terms of service that are in this Contract?** You may not make any changes to these terms of service. However, depending on the Bell Service you subscribe to and your plan details, you may be able to add or remove certain Services or features. You will need to check your plan details to see if additional fees may apply.

**6. What if parts of this Contract become unenforceable?** If any part of this Contract becomes outdated, prohibited or unenforceable, the remaining terms will continue to apply to you and Bell. Remember that even if Bell decides not to enforce any part of this Contract for any period of time, the term still remains valid and Bell can enforce it in the future.

**7. I subscribe to a Bell Service that is regulated. Does this Contract still apply?** For Bell Services that are regulated by the Canadian Radio-television and Telecommunications Commission (“**CRTC**”) (“**Regulated Bell Services**”), the Tariff located at [bell.ca/tariffs](http://bell.ca/tariffs) applies in addition to this Contract. **If there is an inconsistency or conflict between this Contract and the Tariff, then the Tariff prevails.**

**8. What happens if the CRTC stops regulating my Regulated Bell Service?** If the CRTC decides it will no longer regulate a Regulated Bell Service or a feature of a Regulated Bell Service (sometimes referred to as “forbearance”), then Bell will continue to honour the terms of the Tariff as though your Bell Service were still regulated until your term (which is called your “minimum contract period” in the Tariff) expires. After your minimum contract period expires, only this Contract will continue to apply.

**9. What laws apply to this Contract?** Because Bell is federally regulated, this Contract is governed by the federal laws and regulations of Canada and any provincial laws which might apply to Bell in the province in which your Bell Service is provided.

**10. How are claims against Bell resolved?** All claims and other disputes you may have against Bell under the law, in contract, in tort or otherwise, in connection with the Contract, Bell Services or Bell’s advertising or marketing will be determined, to the extent permitted by applicable law unless otherwise agreed, by final and binding arbitration by a single arbitrator, to the exclusion of the courts, in the province or territory of your billing address, in accordance with: **(a)** Bell’s arbitration policy at [bell.ca/ArbitrationPolicy](http://bell.ca/ArbitrationPolicy), as amended; and **(b)** the applicable arbitration legislation in effect in the province or territory of your billing address. If your billing address is outside of Canada, the arbitration shall take place in Ontario, in accordance with the arbitration legislation in effect in that province.

**11. Can this Contract be transferred?** Bell may transfer or assign all or part of this Contract (including any rights in accounts receivable) at any time without prior notice or your consent. You may not transfer or assign this Contract, your account or the Bell Service without Bell's prior written consent.

**12. What if I prefer this Contract to be in French?** You are receiving this Contract in English because you requested a copy in English. *Vous avez demandé que cette entente ainsi que tous les documents en faisant partie soient rédigés dans la langue anglaise mais si vous souhaitez que votre entente soit en français, veuillez communiquer avec nous, aux coordonnées indiquées à la fin de ce document.*

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## Service Limitations and 9-1-1

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**13. Are there any times when the Bell Services are not available?** Yes. Bell Services, including your 9-1-1 service ("**9-1-1 Service**") will not work during network outages, including during planned hardware or software upgrades.

**14. Are there any times when Bell Business Phone Services using the voice over IP protocol ("**VoIP Services**") are not available?** Yes. VoIP Services, including 9-1-1 Service, will not work:

- a) during power outages if there is no battery back up, or once the battery back up has been depleted; and
- b) if the hardware provided by Bell in connection with the VoIP Services ("**VoIP Equipment**") has been tampered with, damaged or relocated.

For VoIP Services (including 9-1-1 Service) to work, you are responsible for: **(1)** the supply of electrical power; and **(2)** the proper maintenance of the VoIP Equipment and Your Equipment (defined in **Section 47**), including replacing the battery, if any, and contacting Bell for technical servicing when prompted to do so or as required, unless otherwise specified by Bell.

**Bell is not responsible to anyone for any inability to access 9-1-1 Service or use the VoIP Services as a result of these limitations or your failure to comply with these requirements, to the extent permitted by applicable law.**

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## Term and Renewal

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**15. How long is my Contract for Bell Services?** Bell Services are provided to you on an ongoing monthly basis ("**Month-to-Month Term**"), unless when you order the Bell Services, you and Bell agree to a minimum contract period ("**Fixed Term**") for a particular Bell Service. The Fixed Term, upon expiration, will renew automatically for the same period as originally agreed, subject to Bell's then-applicable terms of service and Fees (defined in **Section 16**). Bell will notify you of the renewal of the Fixed Term on your invoice, by email, or by any other reasonable method. If, less than 6 months prior to the end of the Fixed Term, you add any new Bell Services then all your Bell Services (pre-existing and new) may be under a new common Fixed Term, at the then current Fees and Bell's terms of service. The Fixed Term or Month-to-Month Term as continued is called the "**Term**".

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## Fees, Billing and Payment

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**16. How does Bell bill me for Bell Services?** Unless Bell tells you otherwise, Bell will bill you monthly, in advance. You must pay all fees for Bell Services, whether recurring or one-time charges ("**Fees**") and taxes, within **30** days of Bell's invoice date or at a date specified when you ordered the Service (one date or the other, a "**Due Date**"). If payment is not received by Bell within **30** days of the Due Date, you will be charged interest from the Due Date on the balance owing at the compounded interest rate set out in **Schedule A**, calculated and compounded monthly from the Due Date ("**Late Payment Charge**"). If your payment is still not received within **60** days of the Due Date, Bell may stop providing you the Services, and you may not access content stored as part of the Services, such as web pages, files and emails. This content will be archived for up to **30** days (i.e. up to a total **90** days from the Due Date). If you still have not paid by the end of the archive period, Bell may destroy your content. Bell may charge you additional Fees to restore access to the content after it was archived. Bell is not responsible for any errors, loss of information or other mishap during the archive period or after the content is restored. If you or Bell cancel a Service for any reason, any recurring Fees that were billed at the beginning of your billing cycle will not be refunded. Bell may bill you for Fees and applicable taxes up to **12** months after the date they were incurred.

**17. How can I pay my bill for Bell Services?** You can pay your bill online through your bank account, by cheque (through the mail or at a Bell store) or with select credit cards. You may also set up a pre-authorized payment plan. If you provide a credit card or bank account (or other pre-authorized payment method) to Bell for your monthly payments, you authorize Bell to charge your credit card or debit/charge your account for all outstanding Fees, taxes and account balances due under this Contract, including any applicable Late Payment Charges and Cancellation Charges (defined in **Section 59**), and this constitutes Bell's good and sufficient authority for doing so. You confirm that the credit card or bank account is in your name, is valid and has not expired. You must promptly advise Bell if your credit card or bank account information changes.

**18. What if I dispute a Fee on my invoice?** If you question or dispute any Fees on your invoice, you must do so within **90** days of the Due Date; otherwise we will presume that you accept all Fees. Disputed Fees will not be considered past due unless Bell has conducted an investigation and concluded that the Fees are correct and there is no basis for the dispute, or reasonably believes you are using the dispute to evade or delay payment. You must pay all undisputed portions of the Fees within **30** days of the original Due Date, failing which the undisputed portion of the Fees will be past due and you will be charged, and must pay, the Late Payment Charge for the undisputed portion.

**19. How do discounts or promotions work?** Bell will apply any discounts, incentives or promotions (including promotional bundle fees or credits) to your account while: **(a)** Bell maintains these discounts, incentives, or promotions; and **(b)** you meet the applicable eligibility requirements. Bell may change any discounts, incentives or promotions and the eligibility requirements at any time.

**20. What additional charges may be applied to my invoice?** Bell may charge additional Fees to offset administrative, processing, environmental or service costs for your account (for example, Fees for collections efforts due to non-payment or returned payments, suspension, disconnection or reactivation of Bell Services). Some of these charges can be found on [bell.ca](http://bell.ca) or in **Schedule A**, and may change over time.

**21. How can I be sure that Bell has accurate contact information for my account?** You are responsible for keeping the contact and payment information you provide to Bell (including name, mailing address, email address, address where the Bell Services will be provided to you ("**Service Address**"), phone number, and any authorized users) up to date. If this Contract is cancelled, you will provide Bell with forwarding information for final invoices or correspondence if your new contact information is different from the information we have on file. Failure to provide a forwarding address may result in the forfeiture of any outstanding credits or deposits on your account.

**22. Am I responsible for usage charges over my plan limits?** You are responsible for choosing the Bell Service package that is most appropriate to your needs. Any usage in excess of the limits applicable to the Bell Service subscribed to will be charged to you at the rates published on [bell.ca](http://bell.ca). It is your responsibility to monitor and manage your monthly activity and to ensure your usage remains appropriate to your Bell Service package.

**23. Will Bell ever require a deposit or interim payment?** In exceptional circumstances, Bell may require you to pay the Fees and applicable taxes on an interim basis, despite your monthly billing cycle. If this happens, you must pay these amounts on or before the required due date to avoid cancellation or suspension of your Bell Services. Bell may also require you to make deposits and will provide you with the reason for requiring a deposit. Deposits will earn simple interest based on the overnight rate of the Bank of Canada that is then in effect plus **1.25%**, calculated monthly on the last day of your monthly billing period, prorated for any partial month Bell holds the deposit. When Bell Services are cancelled or the conditions justifying the deposit no longer apply, Bell will apply the deposit and any earned interest against the outstanding Fees or other amounts you owe to Bell and/or any Bell Company (defined in **Section 24**), then refund you the balance of the deposit, if any.

**24. What if I owe money to another Bell company?** If your account with Bell Canada, Bell Aliant, Bell Mobility (including Virgin Mobile), Bell ExpressVu (each a "**Bell Company**") is in arrears, Bell may invoice you for, collect or set off any amounts owed to these Bell Companies. Bell may also refuse to provide you with any Bell Services if you do not pay amounts owed to these Bell Companies.

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## Your Information

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**25. How does Bell protect my personal information?** Bell protects your personal information in a manner consistent with Bell's Privacy Policies available at [bell.ca/privacy](http://bell.ca/privacy) and applicable laws. By entering into this Contract, you agree that Bell may share your information with each of the Bell Companies including Bell Media and The Source.

**26. Does Bell perform credit checks or report credit history? Yes, Bell may perform credit checks on you and obtain information about your credit history from a credit reporting agency, credit grantor, other Bell Company or The Source to activate Services you ordered, or to assist in collection efforts. Bell may also disclose your Bell credit history to credit reporting agencies, credit grantors, collections agencies, and/or another Bell Company, including Bell Media and The Source.**

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## Responsible Use of Bell Services

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**27. Are there any rules regarding my use of Bell Services?** Yes. Abuse or misuse of Bell Services impacts every customer of Bell and is something Bell takes very seriously – **and which could result in the cancellation of your Contract with Bell, or lead to criminal or civil charges.** Remember that Bell Services include Bell Equipment. Failure to comply with these rules may result in Bell modifying, removing or disabling the software used in Your Equipment (defined in **Section 47**) so that Your Equipment no longer works. For example, you are prohibited from:

- a) using, enabling, facilitating, or permitting the use of any Bell Service for an illegal purpose, criminal or civil offence, intellectual property infringement, harassment (including disruptive, intimidating, annoying or offensive calls/transmissions), or in a manner that is abusive or that would breach any law, regulation or the policies of any Internet host, or cause interference with Bell's network operations (including preventing a fair and proportionate use by others);
- b) installing, using or permitting the use of any Bell Services without reading and accepting (or in contravention of) the terms of any separate license agreement or terms of use provided to you by Bell for the use of software, content (including Programming (defined in **Section 41**)) and/or documentation (as applicable) in connection with the Bell Services;
- c) enabling, facilitating or permitting the transmission of unsolicited messages such as spamming, phishing or junk faxes. Bell may (i) filter any e-mail determined by Bell to be spam from your in-box to an anti-spam folder and delete this email; and (ii) set a limit on the number of messages a Customer may send or receive through e-mail;
- d) uploading or downloading, making available, transmitting, posting, publishing, disseminating, receiving, retrieving, storing, linking to or otherwise reproducing, offering, distributing, enabling or providing access to information, software, content, files or other material which: (i) is confidential or protected by copyright or other intellectual property rights without prior authorization of the rights holder(s); (ii) is defamatory, discriminatory, violent, obscene, child pornography or hate propaganda; (iii) constitutes invasion of privacy, impersonation, forging, appropriation of identity or unauthorized linking or framing; or (iv) is designed to assist users in defeating technological protection measures (like geoblocks, registration and any other anti-theft mechanisms) or in the fraudulent use of telecommunications or broadcasting services;
- e) using any Bell Service for anything other than your own use (such as reselling, remarketing, transferring, sharing or receiving any charge or other benefit for the use of any Bell Service);
- f) attempting to receive any Bell Service without paying the applicable Fees, modifying or disassembling Bell Equipment, changing any identifier (explained in **Section 35**) issued by Bell or a Bell Company, attempting to bypass Bell's network, or re-arranging, disconnecting, removing, repairing or otherwise interfering with Bell Services, Bell Equipment or Bell's facilities;
- g) adapting, reproducing, translating, modifying, decompiling, disassembling, reverse engineering or otherwise interfering with any software, applications or programs used in connection with Bell Services (whether owned by or used under licence to Bell) for any purpose including "testing" or research purposes; or modifying, altering, or defacing any of the trade-marks, or other intellectual property made available through Bell Services or using any indemnity or intellectual property except for the express purpose for which such intellectual property is made available to you through Bell Services;
- h) posting or transmitting any information or software containing a virus, "cancelbot", "Trojan horse", "worm" or other harmful or disruptive component or committing any act which may compromise the security of your Internet host in any way (including analyzing or penetrating a host's security mechanisms); and
- i) using harassing or abusive language or actions, whether verbal, written or otherwise, directed at Bell employees, suppliers, agents and representatives.

**28. How does Bell help to ensure the responsible use of Bell Services?** Bell works hard to ensure continued efficient operation of the Bell Services. Bell has the right (but not the obligation) to monitor Bell Services (electronically or otherwise), including your use of Bell Services and the location of any Equipment (defined in **Section 47**) receiving the Bell Services. From time to time, Bell may ask you to connect Equipment to a specific network so that Bell may verify its location and you must immediately do so. Bell may monitor or investigate any content, use of Programming or your use of Bell's networks, including bandwidth consumption and how it affects operation and efficiency of the network and Bell Services. Bell may disclose any information necessary to satisfy any law, regulation, governmental or other lawful request from any applicable jurisdiction or as necessary to operate and optimize Bell Services and to protect itself or others or take other actions as set out in **Section 61**.

**29. How do I help protect my Bell account?** You are responsible for the protection of your account(s) and password(s) and for all use of your account, the Bell Services and Bell Equipment by yourself and other users (authorized or not). You must also protect your computer systems, software, and the Equipment from theft, unauthorized use and system corruption. Bell may require you to create passwords or encryption keys to use certain Bell Services. If you lose these passwords or keys, your content may be lost and Bell may not be able to retrieve it. You are responsible to back up and safeguard your data, including your email and voicemail messages. Bell may delete your data if the Bell Service is cancelled, or if you fail to access it within a certain period of time (as determined by Bell). If you have concerns about unauthorized persons ordering Bell Services without your permission, you should investigate the appropriate use of parental controls, passwords and personal identification numbers (PIN) for your account, depending upon the Bell Service you are concerned about.

**30. What am I responsible for if my Bell account is compromised?** You must notify Bell immediately should you suspect unauthorized use of the Bell Services or if Bell Equipment is lost or stolen. You are responsible for payment of all Fees and taxes charged to your account, whether authorized by you or not, which is why it is so important to protect your account and keep account information (including authorized users) up-to-date.

## Bell Services

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**31. Do I need to do anything to help Bell provide Services to me?** Where required, you shall: **(a)** appoint Bell to act as your agent solely to ensure Bell can provide you with the requested Bell Services, including (if necessary) cancelling services with your current service provider(s) and ensuring Bell's right to access and use the inside wiring at your Service Address; and **(b)** permit Bell to install, replace, remove, update or modify software as required to provide Bell Services. Bell is not responsible for the state or condition of existing wiring or Your Equipment (defined in **Section 47**) and may require repairs or modifications in order to install Bell Services. Bell or its third-party provider may require that you install software on Your Equipment. Bell and its third-party providers only grant you a non-exclusive licence to use that software for your own use, on certain of Your Equipment, while you subscribe to the applicable Bell Service.

**32. What if I am experiencing technical issues with the Bell Services?** Please contact Bell for technical support. When providing you with technical support, you agree that Bell (including third-party service providers who may be located outside of Canada) may access, take control of the Equipment by remote control, including the installation and, where applicable, de-installation of certain software. Bell's technical support contact information is set out at the end of this Contract.

**33. Are there circumstances when Bell might not be able to provide Services to me?** Unfortunately, yes. The check(s) completed by Bell when you placed an order for Bell Services are preliminary. Due to the nature of technology, Bell may deem a Bell Service unavailable to you up to, including, and after installation. The performance and availability of the Service may depend on several factors, including the location of Equipment, the structure to which the Equipment is attached, the configuration of the Equipment, weather conditions or even third-party restrictions that Bell does not control.

**34. I subscribe to Business Fibe TV. Do I also have to subscribe to Business Internet?** Yes. You must continuously subscribe to a Business Internet Service package compatible with the Business Fibe TV Service in order to receive Business Fibe TV.

**35. Do I own the numbers/identifiers that Bell assigns to me?** No. Bell may issue or assign to you certain unique identifiers for the Bell Services (e.g., a phone number, IP address, e-mail address, web space URL, host name, etc.). You do not own or acquire any right in any assigned number or identifier. Bell may, at any time and without liability, change or withdraw any number or identifier assigned to you.

**36. What if the Bell Services require a domain name?** You either have to provide your own domain name or, by subscribing to Bell Domain Name Service, Bell may, subject to availability, register or renew one for you. If you provide your own domain name, you are responsible for keeping it active with the applicable third-party registrar (for example, CIRA for the top-level domain .ca). If Bell registers or renews a domain name for you, Bell is acting only as a reseller of domain name. Bell is independent from the third-party registrars. Therefore, by subscribing to Bell Domain Name Service, you are agreeing to the terms set out by the third-party registrar and Bell is not responsible for the third-party registrar's actions or decisions. Fees for Bell Domain Name Service are non-refundable. When subscribing to Bell Domain Name Service, you consent to the public disclosure of WHOIS information.

**37. Do I own the web site designed by Bell as part of Bell Web Site Design Services?** When you order Bell Web Site Design Services, Bell builds you a web site based which may be custom-designed or based on a Bell template, with the content you provide to Bell, and according to the specifications you provide in the request form. The content you provide to Bell remains yours. But all rights relating to the other elements of the Bell Service, such as the template, software, hardware, documentation, and the web site itself, whether they are created by Bell or a third-party provider, remain Bell's or the third-party Web Site Design provider's property. Bell and its third-party providers only grant you a licence to use the designed web site for your own use, with Bell Hosting Service. This licence is perpetual, non-exclusive and you cannot transfer it to anyone else. You cannot reproduce, modify, reverse engineer, or create derivative works of the designed web site (such as in printed materials or trade-marks).

**38. How do I transfer a phone number I have been assigned?** The process depends on whether you are transferring the phone number to or from Bell.

**a) Transfers to Bell.** Bell will request your existing service provider to "transfer-in" or "port-in" your existing assigned phone number if you: **(i)** confirm that you have the right to make the request; **(ii)** authorize Bell to share with your existing service provider your information relevant to the transfer request (which may include personal information); and **(iii)** complete and sign any required request form. You are responsible for payment of fees owed to your existing service provider, including any applicable cancellation charge.

**b) Transfers from Bell.** Upon your request or at the request of your new service provider, if your assigned account and phone number are active, Bell will, upon cancellation of your Business Phone Services, process a "transfer-out" or "port-out" request for the phone number assigned to you to your new chosen service provider. You are responsible for all Fees and taxes associated with the transfer from Bell, including any applicable Cancellation Charges.

Bell is not responsible for any interruption, disruption or disconnection of any services associated with the phone number which is the subject of a transfer request. A "transfer" of a phone number does not include the transfer of any associated services (including voicemails), or Bell Equipment.

**39. Am I responsible for content that I provide in connection with Bell Services?** Bell assumes that you own any content you post, upload, store, transmit or communicate to others using the Bell Services, including data, documents, videos, music, photos, etc. or that you have the necessary rights to use it. You are responsible for this content. Bell is not liable for the unauthorized use or distribution of this content (including third-party content).

**40. Can Bell use my content?** To provide Bell Services, Bell may need to use, copy, adapt, transmit, display, publish and perform, distribute and create compilations and derivative works from your content. By agreeing to receive the Bell Services, you waive your moral rights and you authorize Bell to perform these activities in relation to your content anywhere in the world, solely as required for Bell to provide you the Bell Services. You acknowledge that Bell may store your content so you can access such content, but that if you fail to access such content within a certain period of time (as determined by Bell), or if the applicable Bell Service is cancelled, Bell may delete such content without notice to you.

**41. What content does Bell provide?** Bell provides content as part of certain Bell Services, including programming packages and subscriptions, pay per view ("**PPV**") services, on-demand ("**On Demand**") services, interactive services, applications, a la carte programming and any other related Services that Bell provides to you ("**Programming**").

**42. What are the rules for PPV and On Demand services?** All sales of PPV or On Demand Programming are final. If Bell is unable to provide any PPV or On Demand Programming that you have ordered, Bell will credit you the amount charged for that PPV or On Demand Programming. If permitted by applicable law, Bell is not responsible for cancelled events or failure to provide any PPV or On Demand Programming. Certain PPV or On Demand Programming may only be ordered if you also subscribe to other Programming.

**43. Is the Programming I subscribe to always available?** All Programming is provided on a "subject to availability" basis. Certain Programming transmitted by Bell, including sports events, may be "blacked out" in your area of reception sometimes for copyright or other reasons. Programming may also be subject to temporary interruption due to causes outside of Bell's control (such as the weather or satellite failure). Bell will not refund charges or credit you for the blackout period or temporary interruptions.

**44. Can I display the Programming I subscribe to anywhere and to anyone?** The Programming may only be displayed at your Service Address at no charge to viewers. Your Service Address cannot be an entertainment or sports venue such as a theatre, cinema or arena. You agree not to access, receive, listen to or view (or try to access, receive, listen to or view) any of the Programming outside of your Service Address. You may not maintain simultaneously multiple receivers that are active at different locations on one Bell TV account.

**45. Can I rebroadcast the Programming I subscribe to?** No. The Programming may not be rebroadcast, copied, transmitted or performed in any form, and no admission may be charged or any other consideration received by or for your benefit from any third party in return for allowing such third party to listen to or view any Programming provided by Bell.

**46. Can I downgrade the Programming I subscribe to?** Yes. You may downgrade your Programming online or by notifying Bell Client Care, if your account is in good standing with all payments up to date. Bell will deactivate the Programming you request to be cancelled and activate any new Programming effective as of the next billing cycle date after Bell receiving your request. No credit or refund will be payable in respect of such cancelled or downgraded Programming.

## Equipment

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**47. Who is responsible for the Equipment I need to use the Bell Services?** You are responsible for the equipment and systems you own ("**Your Equipment**") and any Bell Equipment you use with the Bell Services (together, "**Equipment**") and all associated risks. You are responsible for maintaining safe access to and the security of the Equipment, and any data backup required, is your responsibility. You must take reasonable care of any Bell Equipment and maintain it in good working condition following the manufacturer's recommendations ("**Good Condition**"). You must ensure that Your Equipment meets Bell's minimum requirements (see [bell.ca/minreq](http://bell.ca/minreq)) to use Bell Services at all times. Bell may also replace, upgrade or modify the Bell Equipment required for the use of Bell Services, migrate your Bell Services to other networks or platforms, or change its suppliers and may do so without notifying you.

**48. Who installs the Equipment?** All Equipment must be installed and activated by Bell at the Service Address, unless Bell tells you otherwise. Once installed, the Equipment may not be moved other than as permitted in this Contract. The installation of Equipment may be subject to installation charges.

**49. What happens if Equipment becomes out of date?** Bell may change the minimum requirements for Equipment, in which case you may need to update or replace Your Equipment. If you fail to do so, Your Equipment might not be adequate to access or

use Bell Services and your only remedy is to cancel the affected Bell Services. Bell does not guarantee that Bell Services will be compatible with all system configurations.

**50. Does Bell provide software updates?** You may receive software downloads from Bell to your Equipment to the extent that such downloads are reasonably necessary for the continued efficient operation of your Bell Services. For example, Bell may update or upgrade the software in the Equipment to ensure that it remains compatible with and functions properly with any technological improvements made by Bell to the Bell Services. Sometimes Bell may have to modify or remove some software features to introduce new features and to ensure the Equipment remains compatible with such technological improvements.

**51. Can I move the Equipment once it is installed?** You must not use, alter or disturb any Equipment or the inside wiring in any way that might impact the provision of Bell Services. Remember that additional Fees may apply if any repair or restoration is required unless Bell tells you otherwise.

**52. Can I rent Bell Equipment?** In some cases, you may be able to rent the Bell Equipment needed to obtain Bell Services Month-to-Month or for a Fixed Term, depending on available rental options ("**Rental Term**"). A maximum Rental Term may apply. Unless you exercise an option to purchase the Bell Equipment, the Bell Equipment will remain the property of Bell. Bell may, in its discretion and at any time, replace any part of the Bell Equipment with new or refurbished equipment of comparable functionality. Note that all SmartCards always remain the property of Bell even in the case of Satellite TV receivers purchased by you. Any limited warranties found in the user manuals of any Bell Equipment do not apply to rental equipment.

**a) What happens if Bell Equipment is lost, stolen or damaged?** If you rent Bell Equipment, the risk of loss, theft or damage passes to you upon the earlier of **(i)** you taking possession of the Bell Equipment; or **(ii)** the completion of the installation by Bell of the Bell Equipment. You are responsible for replacing Bell Equipment at your own cost and for all Fees incurred as a consequence of its loss, theft, destruction or damage. To the extent permitted by applicable law, Bell may, in its discretion and without liability to you, enter onto your property and inspect, maintain, repair, relocate or replace any Bell Equipment as needed.

**b) When do I return Bell Equipment?** You will follow Bell's instructions regarding the return to Bell of all of Bell Equipment, which must be returned in Good Condition (reasonable and normal wear and tear excepted) within **30** days from **(i)** the cancellation (by you or Bell) of the applicable Bell Service or this Contract; or **(ii)** upon Bell's request.

**c) What happens if I don't return Bell Equipment or return it damaged?** To the extent permitted by applicable law, if you fail to return any of the Bell Equipment as required by Bell in Good Condition within **30** days, Bell may charge you the Bell Equipment non-return fees as set out in **Schedule A**, plus applicable taxes.

**d) What happens to the Bell Equipment when it is no longer useful?** Upon cancellation, or at the end of the Bell Equipment's expected useful life (as determined by Bell), Bell may either **(i)** attend at your Service Address to remove the Bell Equipment (in whole or in part) subject to a removal fee, in which case you will obtain and grant, at your cost, all approvals necessary for Bell to attend at your Service Address for de-installation and removal of Bell Equipment; **(ii)** abandon and leave the Bell Equipment (in whole or in part) at your Service Address; or **(iii)** request that you return the Bell Equipment as set out above. You expressly acknowledge that Bell is not responsible for any costs or damages associated with de-installation or removal of the Bell Equipment unless caused by Bell's intentional fault, negligence or poor workmanship at the time of de-installation or removal.

## **Bell's Liability**

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**53. Are there any warranties on the Bell Services?** To the extent permitted by law, Bell makes no warranties, representations, claims, guarantees or conditions of any nature, express or implied, including fitness for a particular purpose, merchantability, title or non-infringement, with respect to any Bell Services. Bell assumes no liability for any claims, damages, losses or expenses arising out of or otherwise relating to the unavailability of any Bell Services, even where such unavailability occurs after installation of the Bell Services.

**54. Are there any warranties on Equipment that I purchase from Bell?** Your Equipment may have a manufacturer's warranty. Please review any manufacturer's warranty to understand what protection it offers and what exclusions apply.

**55. How does Bell limit its liability?** To the extent permitted by applicable law, Bell's liability for negligence, breach of contract, tort or other causes of action, including fundamental breach, is limited to payment, upon request, for actual and direct damages of a maximum amount of the greater of \$20 or an amount equal to the service fees payable during any service outage. Other than the foregoing payment and to the extent permitted by applicable law, Bell is not responsible to anyone for any damages, including direct, indirect, special, consequential, incidental, economic, exemplary or punitive damages. This limitation of liability does not apply to damages resulting from physical injuries, death or damage to your Service Address or other property wholly caused by Bell's gross negligence.

**56. Are there any circumstances when Bell has no liability at all?** In addition to the circumstances described elsewhere in this Contract including **Section 55**, Bell is not responsible for any claims if an installation appointment for any Bell Services is missed, or for any claims related to distribution of content by you or third parties. More generally, Bell will not be responsible for failing to meet obligations due to causes beyond its reasonable control, including work stoppage, labour disputes and strikes, pandemics, war, terrorism, civil insurrection, government decree, failure of the public power grid, unlawful acts, or the act or omission of a telecommunications carrier whose network is used in establishing connection to a point which Bell doesn't directly serve, acts of nature and all *force majeure* events.

**57. Do these sections about Bell's liability apply to third parties?** Some parts of the Bell Services (including software) may be provided to you by Bell's third-party providers like, for example, Microsoft. These third-party providers are intended to be beneficiaries of this Contract and as such, this Contract, including this section on Bell's liability, also applies to them.

## **Cancelling and Suspending Bell Services**

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**58. Can I cancel my Bell Services at any time?** Yes. We'll be sorry to see you go, but if you need to, you may contact Bell to cancel some or all of your Bell Services with the date you want cancellation to be effective on. Unless the law requires cancellation to be effective on the date you request it, Cancellation is effective **30** days after the date you contact Bell ("**Cancellation Date**") and you will be charged and must pay the applicable Fees and taxes for that **30** day notice period. Bell's contact information is provided at the end of this Contract. You expressly waive the application of sections 2125 and following of the *Civil Code of Québec*. For final balances equal to or above **\$10** and under **\$500**, Bell will automatically mail a cheque to your preferred mailing address. For balances not automatically refunded, you must contact Bell to request that we mail a cheque to your preferred mailing address.

**59. What charges am I responsible for when my Bell Services end?** If you cancel a Bell Service that is subject to a Fixed Term prior to its expiry, or if Bell cancels for cause your Bell Service that is subject to a Fixed Term, then you must pay Bell the cancellation charge applicable to that Service set out in **Schedule A ("Cancellation Charge")**, plus applicable taxes. The Cancellation Charge is not a penalty; it is an estimate of damages suffered by Bell as a result of your early cancellation of Bell Services.

**60. What happens if I cancel my Bell Services prior to activation?** If you cancel your order prior to activation of any Bell Service you may be charged a cancellation fee to the extent permitted by applicable law, plus applicable taxes, representing an estimate of damages suffered by Bell as a result of your failure to activate the Bell Service.

**61. Can Bell suspend, cancel, or refuse to provide Bell Services to me?** Yes, Bell can, without notice for cause, suspend, cancel or refuse to provide Bell Services to you in whole or in part (including blocking numbers or area codes or disconnecting your access to Programming), or disable Bell Equipment. Cause includes the situations listed below:

a) Bell would have to incur unanticipated, unaccounted for, unusual or unreasonable expenses (such as securing rights of way or special construction or providing service to certain conference or adult services or to high-cost areas to an extent not supportable by your rate plan and Fees) to provide any Bell Service;

b) you breach or fail to comply with any part of the Contract, including if: **(i)** you fail to pay Bell in accordance with this Contract, you are late paying any deferred amounts under any payment arrangements with Bell, or you have previous past due amounts owing to Bell or a Bell Company; or **(ii)** you fail to comply with the rules related to Responsible Use of Bell Services set out in **Section 27**; or

c) your use of Bell Services is not consistent with your ordinary usage patterns.

**62. Can Bell cancel my Contract?** Yes. Bell can cancel any Bell Service or this Contract for any reason upon a minimum of **30** days' prior written notice to you, including where Bell ceases to offer a Bell Service to which you subscribe.

**63. Do I still have to pay Bell if my Bell Services are suspended?** Yes. You are responsible to pay for Bell Services (including Bell Equipment) even while they are suspended. If the reason for suspension has not been resolved within **14** days from the suspension date, Bell may cancel your Bell Service and recover any Bell Equipment. If you wish to resume your subscription to any Bell Service, you shall pay the applicable installation and/or (re)activation fee, plus applicable taxes. Bell is not responsible for notifying any third-party providers of services, merchandise or information of the cancellation of the Bell Services or this Contract.

**64. Does any part of this Contract continue after cancellation of Bell Services?** Yes. The following sections will continue to survive: **Section 10** (Dispute), **Sections 16-24** (Fees), **Sections 25-26** (Your Information), **Sections 47, 52** (Bell Equipment), **Sections 53-56** (Bell's Liability) and this **Section 64** will remain in effect even after the applicable Bell Service or Contract has been cancelled.



## Contact Bell

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The Bell Business Internet, Phone and Fibe TV Services are provided by (and your Contract is with) Bell Canada; the Satellite Television Services are provided by (and your Contract is with) Bell ExpressVu L.P. If your Service Address is located in the territory served by Bell Aliant Regional Communications L.P. ("**Bell Aliant**"), then Bell Aliant provides the Bell Services. This Contract will apply to you and Bell Aliant, and references to "Bell" will mean Bell Aliant.

Contact Information	Technical Support
<b>Business Internet, Phone and Fibe TV</b>	
<p><b>By phone:</b> From Ontario or Québec: 310 BELL (2355)</p> <p>From elsewhere: 1 888 333-2811</p> <p><b>Online or chat:</b> <a href="http://bell.ca">bell.ca</a></p> <p><b>Hours of operation:</b> Weekdays: 8 a.m. to 9 p.m. ET Weekends: 9 a.m. to 6 p.m. ET Holidays: 9 a.m. to 6 p.m. ET</p>	<p><b>By phone:</b> From Ontario or Québec: 310 BELL (2355)</p> <p>From elsewhere: 1 888 333-2811</p> <p><b>Online or chat:</b> <a href="http://bell.ca">bell.ca</a></p> <p><b>Hours of operation:</b> Available 24 hours / 7 days a week</p>
<b>Business Satellite TV</b>	
<p><b>By phone:</b> 1 877 439-8502</p> <p><b>Hours of operation:</b> 7:30 a.m. to Midnight ET, 7 days a week</p>	<p><b>By phone:</b> 1 877 439-8502</p> <p><b>Hours of operation:</b> Available 24 hours / 7 days a week</p>

## SCHEDULE A: FEES

In addition to the Fees set out in your service details or on [bell.ca](http://bell.ca), you may be subject to some of the following account or service Fees or charges. All Fees and charges are subject to change and applicable taxes, and are per occurrence unless otherwise specified by Bell. Additional Fees not set out below may apply depending on the Bell Service ordered and your Service Address. You will be notified of any such additional Fees prior to being charged. Fees may be lower in certain cases or where required by law.

ACCOUNT FEES	AMOUNT
Late Payment Charge	3%/mo. or <b>42.585%</b> /year
NSF / Returned Payment / Pre-Authorized Payment Denial	<b>\$15.50</b>
Payment made through Client Care Representative	<b>\$2.00</b> ; online payments are free

SERVICE FEES	AMOUNT
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Business Phone	
Early Cancellation Charge*	50% of monthly rate X no. of months remaining in Fixed Term

Business Internet	
Early Cancellation Charge*	50% of monthly rate X no. of months remaining in Fixed Term

Web Site	
Web Site Design: Early Cancellation Charge* (1-year Fixed Term)	Monthly rate X no. of months remaining in Fixed Term
Hosting: Early Cancellation Charge* (within 90 days of subscription)	Domain name registration fee
Hosting: Early Cancellation Charge* (1 year-Fixed Term; after 6 months)	Monthly rate X no. of months remaining in Fixed Term
E-commerce store: Early Cancellation Charge* (within 90 days of subscription)	<b>\$99.00</b>

Business TV	
Early Cancellation Charge*	50% of monthly rate X no. of months remaining in Fixed Term

\* The Early Cancellation Charge is consideration for the Bell Services.

## MICROSOFT ONLINE SERVICES (MICROSOFT OFFICE 365)

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- 1. Additional Terms.** Microsoft hosted online services (“**Online Services**”) are part of the Contract as Bell Services. Their use is also subject to the Microsoft Use Rights and the legal documents available at [bell.ca/office365support](http://bell.ca/office365support). If there is any inconsistency between this Schedule and the Bell Terms of Service or this Schedule and the Microsoft Use Rights, this Schedule prevails.
- 2. Changes Made By You.** Depending on the change you wish to make to your Online Services and what is provided in the Welcome Package you received when you subscribed to the Online Services, you may have to contact Bell Client Care, or go to the Microsoft Online Services Portal (“**Portal**”). If you cancel an Online Service, you have to call Bell Client Care and send an email to this effect to [support@msx.bell.ca](mailto:support@msx.bell.ca). Your data as part of the Online Services will be destroyed within **30** days of sending this email unless you ask Bell to migrate your data to a new Bell Service, a Microsoft’s service, or to another service. Your request must be made in writing, by email, to [support@msx.bell.ca](mailto:support@msx.bell.ca). Additional Fees may apply and Bell will provide you an estimate. If you don’t respond to Bell within **10** days, then this is sufficient authorization for Bell to proceed with the destruction of your data. If your data was protected under the Online Services, during migration and after, it will become unprotected unless you specifically requested otherwise, and Bell confirmed to you this protection is still available with your data.
- 3. Changes Made By Bell.** Bell and Microsoft can modify the Online Services automatically, without notification to you, unless additional Fees apply (see the Standard Pricing Guide). For significant changes to existing functionality, such that your perception of and interaction with the Online Service (this new or modified version, a “**New Release**”), Bell will use reasonable efforts to notify you **45** days before the New Release is implemented. Generally, additional Fees apply to new versions, and require a new order from you. If Bell is required by regulatory agency, order, or law to make a change to an Online Service, Bell may release this changed Online Service immediately, without notifying you, even if such change may be considered a New Release. Bell may remove an Online Service without notifying you: **(i)** in response to an intellectual property infringement claim against Bell; **(ii)** to comply with a court or other governmental order; or **(iii)** in accordance with **Section 7** (Regulatory Compliance) of this Schedule. Bell will credit your Account for any Fees paid in advance, for the period during which the Online Services were removed.
- 4. Service Level.** If you find that Bell does not provide an Online Service according to the applicable service level, you may request a credit by providing sufficient details in an email to [support@msx.bell.ca](mailto:support@msx.bell.ca). Bell will then review your request and, if your request is found justified by Bell, apply the corresponding credit to your account. These credits will not exceed the total monthly Fees for the impacted Online Service during the period for which credits apply.
- 5. Support By Bell.** Notwithstanding anything to the contrary in the Portal, Bell (not Microsoft or Microsoft’s affiliates or suppliers) provides you support for the Online Services, as set out in the Support Document. Bell is your only point of contact for any questions relating to the Online Services.
- 6. Responsible Use of Bell Services.** In addition to the section on Responsible Use of Bell Services in the Bell Terms of Service, you are prohibited from: **(a)** separating the components of the Online Services; **(b)** causing any part of the Online Services (including software or other materials) to become subject to the terms of a license, such as an open source software license, that requires any part of the Online Services to be **(i)** disclosed in source code form, **(ii)** licensed for the purpose of making derivative works, or **(iii)** redistributable at no charge; and **(c)** violating any laws applicable to U.S. export jurisdiction including the U.S. *Export Administration Regulations, the International Traffic in Arms Regulations*, as well as end-user, end-use and destination restrictions issued by the U.S. government (see [www.microsoft.com/exporting](http://www.microsoft.com/exporting)).
- 7. Regulatory Compliance.** If a formal, informal, or advisory rule, regulation, ruling, order, statute, opinion, notice, or policy of a judicial, legislative, or administrative body in any country causes Microsoft to be regulated as a telecommunications provider, subjects Microsoft, Bell or any Online Service to any regulation or requirement not generally applicable to businesses operating in such country, and that causes Microsoft or Bell to believe this Agreement or an Online Service may be in conflict with that rule, regulation, ruling, order, statute, opinion, notice, or policy, Microsoft or Bell may cancel or modify the Online Service in any affected country.
- 8. Exclusions from Microsoft.** Microsoft, to the extent permitted by applicable law, disclaims all warranties and any liability by Microsoft or its affiliates or suppliers for any damages, whether direct, indirect, or consequential, arising from the sale or use of the Online Services.
- 9. Exclusions from Bell.** Bell is not responsible for any claim based on: **(i)** your use of any Online Service after Bell notifies you to stop; **(ii)** the combination of an Online Service with any non-Microsoft or non-Bell product, data or business process; **(iii)** damages attributable to the use of non-Microsoft or non-Bell provided software, data or business processes; **(iv)** alteration of any Online Service; or **(v)** use of Microsoft’s or Bell’s mark(s) without Microsoft’s or Bell’s written consent, as applicable, to do so.
- 10. Survival.** The following sections of this Schedule will remain in effect even after the applicable Online Service is cancelled: **Section 8** (Exclusions from Microsoft); **Section 9** (Exclusions from Bell) and this **Section 10**.