

UNREGULATED TERMS OF SERVICE — FOR CONSUMERS

1. Agreement. These terms and conditions (“**Terms of Service**”) set out the rights, obligations and limitations of Bell Canada (“**Bell**” or “**us**” or “**we**” or “**our**”) and you, the **Customer**, for wireline products (“**Customer Equipment**”) and wireline services provided to you by Bell, and from which the CRTC has forborne from regulating, either in whole or in part (collectively “**Services**”). If you are located in the territory served by Bell Aliant Regional Communications, LP (“**Bell Aliant**”), Bell Aliant will provide the Services, in which case these terms and conditions shall apply to you and Bell Aliant, and references herein to **Bell, us, we** or **our** will mean Bell Aliant.

These Terms of Service, together with (i) your Bell invoice for the Services and all terms listed therein, (ii) all applicable Bell service rules and policies referred to in these Terms of Service or to which you may be referred when you order or use the Services, (iii) any specific terms attached or referred to in these Terms of Service, and (iv) terms and conditions from Bell’s relevant tariffs which are no longer mandated by the CRTC, to the extent they are not modified and/or replaced by these Terms of Service, (“**Documents**”) form our agreement with you (“**Agreement**”). To the extent of any conflict or inconsistency between the Documents and the Terms of Service, the Terms of Service will prevail. Terms and conditions mandated by the CRTC will prevail over the Terms of Service. If you have signed or accepted a separate agreement with Bell for the Services, then that agreement applies. Neither you nor a Bell sales or customer service representative, agent, dealer or employee may change this Agreement or invoke such changes. As a customer, you are solely responsible for the use of the Services by yourself and other users. You shall (a) take all necessary measures to ensure that the Services are used in accordance with this Agreement and (b) be liable for all consequences resulting from any breach of this Agreement.

2. Charges, Billing & Payment. You shall pay all applicable monthly service rates, access fees, usage charges, installation fees and/or activation fees and other amounts, fees and charges, if any, together with all applicable taxes that are indicated to you when you purchase the Services or otherwise relayed to you by Bell from time to time (“**Charges**”). Unless otherwise specified on your Bell invoice, Charges will be billed from the date of initial activation of the Services. Bell will bill you monthly and you are responsible for and shall pay Bell all invoiced charges when due. Allow sufficient time (usually 5–7 days if you pay by mail or at your financial institution) for your payment to reach us and for us to process your payment before the required payment date. Bell may bill you for any Charge up to 12 months from the date the Charge was incurred. If payment is not **received** by Bell before your next invoice date, or within **30 days** of the date of any final invoice if the Services have been terminated, you will be charged interest on the balance owing at a compound interest rate equal to 2% per month (26.82% per year), calculated and compounded monthly from the invoice date (“**Late Payment Charge**”). Bell may change the Late Payment Charge from time to time. If you question or dispute any Charge, you must do so within **90 days** of the disputed invoice date; otherwise, you will be deemed to accept all Charges. Unless otherwise indicated on your invoice, disputed Charges will not be considered past due unless Bell reasonably believes you are using the dispute to evade or delay payment.

Bell may bill you for administrative charges as set by Bell from time to time for administrative or account activities, including collection efforts due to non-payment or to having a balance over your credit limit; returned or rejected payments; changes in personal identifier information; or suspension, disconnection or reactivation of Services. All administrative fees charged to you are part of the Charges you owe to Bell under this Agreement.

Customers subscribing solely to Bell’s residential local telephone service who purchase any additional product(s) or service(s) from Bell and/or its affiliated companies will: (i) no longer be eligible for the then applicable CRTC approved maximum price for residential stand-alone primary exchange local telephone service; (ii) be subject to any future price increases for such residential local telephone service; and (iii) be required to pay the then applicable downgrade fees (currently \$35, subject to change), and any applicable administrative charges and/or early termination fees, if they cancel all of the additional product(s) or service(s) in order to be eligible for the then applicable CRTC approved maximum price for residential stand-alone primary exchange local telephone service (the “**Downgrade Option**”). Customers who exercise the Downgrade Option at any time prior to December 31, 2009 will not be required to pay the applicable downgrade fees but will be required to pay any applicable administrative charges and/or early termination fees.

You must ensure that the billing and payment information you provide to Bell (including name, mailing address, residency, address, telephone number, credit card and bank account) is always up-to-date. If you provide a credit card, bank account, or other preauthorized payment method to Bell to make your monthly payments, you authorize Bell to charge your credit card or bank account for all outstanding amounts and all Charges due under this Agreement.

3. Amendments/Changes. To the extent not prohibited by applicable law, Bell may change the Services and/or this Agreement, including applicable charges, fees or other obligations, or any feature

or other aspect of any of the Services. Bell will notify you in advance of any change to the Agreement or any material change to the Services by posting a notice on www.bell.ca, by mailing a notice or sending a notice via Short Information Message (“**SIM**”) or other message on your monthly invoice or any other method likely to come to your attention. If you do not accept the change, your sole recourse is to cancel the Service to which the change applies. If you continue to use the Services after a change comes into effect, then, to the extent not prohibited by applicable law, you expressly agree that (i) you will be deemed to have accepted the change, with no additional written agreement or express acknowledgement required; (ii) specifically, you waive all statutory requirements for notice and express acceptance of such change except for those provided in this section; and (iii) you will be responsible for the payment of all Services.

4. Cancellation of Services and Default. To cancel a service, you may contact Bell at Bell Client Care (see end of Agreement). Cancellation takes effect 30 days after the date you contact Bell. You will be charged the applicable Charges for that 30 day cancellation period. Bell may, without liability, stop providing you with any or all of the Services and/or terminate this Agreement for any reason upon a minimum of 30 days prior written notice to you.

If you breach any part of this Agreement, Bell may, as permitted by law and without liability (a) enter your premises and take immediate possession of all Bell Equipment provided in connection with the Services, or require you to promptly return it in proper working order and in good condition; (b) accelerate and bill all Charges and other amounts under this Agreement as due and owing as of the termination date; and (c) terminate all Services and this Agreement by written notice and specify a final payment date for all amounts that you owe not earlier than 10 days (or any other date permitted by law) from the date of the notice.

5. Suspension of Services. Upon reasonable advance notice to you, Bell may suspend any Service for a breach of this Agreement. Suspension does not change your obligation to pay for the Services.

6. Special Payment Terms; Deposits and Alternatives. In exceptional circumstances, Bell may require you to pay the Charges on an interim basis, despite your monthly billing cycle. In such cases, you must pay on or before the required due date to avoid termination or suspension of your Services. Bell may also require you to make deposits if you (a) have no credit history with Bell and do not provide satisfactory credit information; (b) have an unsatisfactory credit rating with Bell due to payment practices in the previous 2 years regarding any Bell Services; or (c) represent an abnormal risk of loss. Deposits will earn simple interest based on Bank of Montreal’s monthly savings account rate in effect from time to time. Interest will be calculated monthly on the last day of your monthly billing period and prorated for any partial month Bell holds the deposit. When the Services are terminated or the conditions justifying the deposit are gone, Bell will apply the deposit and any earned interest against the outstanding Charges or other amounts you owe, then refund you the balance of the deposit, if any, plus any remaining interest that was earned.

7. Obligation to Provide Service. Bell may refuse, at any time and without liability, to provide Services to you where Bell would have to incur unusual expenses such as, but not limited to, securing rights of way or for special construction. Bell may provide such Services if, upon Bell’s request and agreement, you agree to pay an amount for these unusual expenses. Agreements on such matters shall be in writing and signed by you and Bell.

8. Connections and Non-Bell Equipment. You must supply, install and maintain all facilities, software and equipment not provided by Bell (“**Non-Bell Equipment**”). You are responsible for all disruptions and damage caused by Non-Bell Equipment, including any effect on other customers’ ability to receive Bell services. Bell may take any action it considers necessary to deal with such effects, including charging you for any costs incurred to remediate them.

You are solely responsible for the state of and all access to Customer Equipment, maintenance of security and privacy, and all other risks involved in connection with the Customer Equipment.

9. Bell Equipment; Bell’s Right to Enter Premises. All Bell Equipment (meaning any device, equipment or hardware owned or supplied by Bell and used in connection with the Services) will always remain Bell’s property. You shall (i) take reasonable care of the Bell Equipment; (ii) not sell, lease, mortgage, transfer, assign or encumber the Bell Equipment; (iii) not move or relocate the Bell Equipment; and (iv) immediately return all Bell Equipment to us at your expense upon termination of the Services for which the Equipment was provided. If you fail to do so, you will be required to pay us the undiscounted retail value of the Bell Equipment, together with any costs we incur in trying to regain possession of the Bell Equipment. Failure to do so will result in certain charges to you, as specified when you received such Bell Equipment. Bell will provide maintenance and repairs to Bell Equipment as required due to normal wear and tear.

Additional charges may apply for maintenance and repair work performed outside of regular working hours. You may also be charged for the cost of repairing or replacing Bell Equipment if you have deliberately, negligently or through lack of reasonable care caused loss, theft or damage to the Bell Equipment. In all cases, you are liable for all damage caused to Bell Equipment and facilities by you or by customer-provided equipment. You must immediately notify Bell of any loss, theft or damage of or to Bell Equipment.

Bell may enter the premises where Services are, or are to be, provided, to install, inspect, repair, maintain or remove Bell Equipment. Bell may also enter such premises to maintain, protect, investigate, modify or improve the operation of Services, or to inspect and perform necessary maintenance in cases where disruptions involving customer-provided facilities are affecting the network. You shall obtain and provide Bell with consent from all necessary persons, except in emergencies or where there is a court order.

10. Restrictions on Use of Service. You may not:

- a) use the Services for anything other than your own personal use. You may not resell the Services, receive any payment or benefit from the use of the Services, or share or transfer the Services;
- b) use the Services or permit them to be used for a purpose or in a manner that is contrary to law, including criminal offences, intellectual property infringement, harassment or interference with network operations, or to make annoying or offensive calls;
- c) use the Services or permit them to be used in a way that prevents fair and proportionate use by others;
- d) rearrange, disconnect, remove, repair, modify or otherwise interfere with any Services, Bell Equipment or Bell facilities;
- e) attempt to receive Services without paying the applicable fees and charges; and/or
- f) use any of the Services in a manner that bypasses, or attempts to bypass, Bell's network.

11. Customer Liability for Calls. You are responsible for all calls originating from your telephone(s), as well as for all charged calls accepted at your telephone(s), regardless of who made or accepted them.

12. Confidentiality of Customer Records; Personal and Credit Information. All information Bell keeps about you, other than your name, address and listed telephone number, is confidential. Unless you provide express consent, or disclosure is ordered by a legal authority, or is required in a medical, legal, or security emergency or where there appears to be imminent danger to life or property and your consent cannot be sought in a timely manner, your information will not be disclosed by Bell to anyone other than (a) you; (b) a person who, in Bell's reasonable judgment, is seeking the information as your representative; (c) another telephone company that provides you with telephone service or a company involved in supplying you with telecommunications, telephone or telephone directory related services, provided the information is required for that purpose and disclosure is made on a confidential basis with the information to be used only for that purpose; or (d) an agent hired by Bell to collect your account, provided the information is required for, and is to be used only for, that purpose. Bell protects your personal information in accordance with the Bell Customer Privacy Policy and the Bell Code of Fair Information Practices (both available at www.bell.ca/privacy). Bell's liability for disclosure of customer information contrary to this section is not limited by Section 14.

You will be deemed to have given your express consent when you provide written consent; oral confirmation verified by an independent third party; electronic confirmation through the use of a toll-free number; electronic confirmation via the Internet; oral consent where Bell retains an audio recording of the consent; or consent through other methods, as long as an objective documented record of your consent is created by you or an independent third party.

13. No Warranties, etc. Bell makes no warranties, representations, claims, guarantees or conditions of any nature whatsoever, expressed or implied, including any warranty, representation, claims, guarantees or condition of fitness for a particular purpose, merchantability, title or non-infringement with respect to any of the Bell Equipment, the Customer Equipment (except as provided below) or the Services. This includes any warranty, claim or guarantee of fitness for a particular purpose, merchantability, title or non-infringement. All such warranties, representations, claims, guarantees and conditions, expressed and implied, are, to the extent permitted by applicable law, hereby excluded. Customer Equipment is subject to the terms and conditions of any manufacturers' warranty or extended warranty plan you may have obtained at the time of purchase. None of the Services are guaranteed to be error-free or uninterrupted, and Bell shall not be held liable to you or any other person for any damages, whether direct, indirect, special,

consequential, exemplary, incidental, or of any kind or for any reason whatsoever arising out of any Service.

14. Limitation of Bell Liability. BELL'S AND ITS PROVIDERS' LIABILITY FOR NEGLIGENCE, BREACH OF CONTRACT, TORT OR OTHER CAUSES OF ACTION, INCLUDING FUNDAMENTAL BREACH, TO THE EXTENT PERMITTED BY APPLICABLE LAW, IS LIMITED TO PAYMENT, UPON REQUEST, FOR ACTUAL AND DIRECT DAMAGES OF A MAXIMUM AMOUNT OF \$20 OR AN AMOUNT EQUAL TO THE SERVICE FEES PAYABLE DURING ANY SERVICE OUTAGE, WHICHEVER IS GREATER. OTHER THAN THIS PAYMENT AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER BELL NOR ITS PROVIDERS SHALL BE LIABLE UNDER ANY CIRCUMSTANCES TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES, INCLUDING DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, ECONOMIC, EXEMPLARY OR PUNITIVE DAMAGES INCLUDING LOSS OF DATA, LOSS OF INCOME, LOSS OF PROFIT OR FAILURE TO REALIZE EXPECTED SAVINGS ARISING DIRECTLY OR INDIRECTLY FROM BELL'S (OR ITS PROVIDERS') NEGLIGENCE OR BREACH OF CONTRACT (INCLUDING FUNDAMENTAL BREACH OR OTHERWISE). Without limiting the generality of the foregoing, Bell is not liable for (a) any acts or omissions on the part of a telecommunications carrier whose facilities are used to establish connections to points which Bell does not directly serve; (b) defamation or copyright infringement arising from material transmitted or received over Bell's facilities; or (c) infringement of patents arising from combining or using customer-provided facilities with Bell facilities. The limitations of liability set out above do not apply to damages resulting from physical injuries, death or damage to your premises or other property wholly caused by Bell's negligence.

15. General. Bell is a federally regulated undertaking. Therefore, this Agreement, including all matters relating to its validity, construction, performance and enforcement, is governed by applicable federal laws and regulations of Canada and only those laws and regulations of the province in which your designated billing address is located that are applicable to Bell. This Agreement is subject to amendment, modification or termination if required by such laws or regulations. If any provision in this Agreement is declared invalid or in conflict with any of these laws or regulations, the provision may be deleted or modified without affecting the validity of its other provisions. This Agreement, including the Documents as amended, constitutes the entire agreement between you and Bell and replaces all prior agreements, written or oral, with respect to the same subject matter. Except as expressly stated herein, this Agreement cannot be modified or amended by waiver, course of dealing or otherwise. **Please note that your rights might vary by province.** Bell may transfer or assign all or part of this Agreement, including any rights in accounts receivable, at any time without prior notice or consent. However, you as a Customer may not assign or transfer this Agreement, your account or any Service without Bell's prior written consent. This Agreement has been drawn up in the English language at the express request of the parties. La présente convention a été rédigée en anglais à la demande expresse des parties. By using the Service, you show that you accept and agree with the terms and conditions of this Agreement. Bell is not responsible for failing to meet obligations due to causes beyond its reasonable control, including all force majeure events. The word "including" means including without limitation.

16. Intellectual Property. All trademarks, copyrights, brand concepts, names, logos and designs used by us are intellectual property assets, registered or unregistered, that belong to us or are used under license by Bell or its affiliates. All are recognized as valuable assets of their respective owners and may not be displayed or used by you in any manner for commercial purposes or copied in any manner whatsoever for any purpose.

17. Directories. You are entitled to receive, without charge, as many copies of the most recent telephone directories for your district as you reasonably require, up to a maximum of one per telephone. This includes both white and yellow pages. Bell Canada must also provide, without charge, replacement directories required as a result of reasonable wear and tear. The contents of Bell Canada's directories may not be published or reproduced in any form without Bell Canada's written consent. Bell Canada may vary your entitlement to receive directories provided Bell Canada continues to comply with all applicable regulatory obligations to provide directories.

TO CONTACT US:

By telephone – Bell Client Care:
Ontario: 310-BELL
Quebec: 310-7070

From elsewhere in Canada or the United States:
1 800 668-6878 (English)
1 800 641-2311 (French)

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