

# What's in the Bell Terms of Service?

## Our Agreement with You

1. How do I accept this Agreement and what does it cover?
2. Can Bell make changes to the Agreement?
3. Can I make changes?
4. How long is the Agreement term?
5. Can the Agreement or Services be transferred?
6. What if I prefer this Agreement to be in French?

## Your Information and Communication Preferences

7. Are you accountable for my personal information?
8. Do you collect, use or disclose my credit information?
9. How can I be sure that you have accurate contact information for my account?
10. How can I manage my communication preferences?
11. What happens to my personal information if I change equipment or my Device?

## Billing and Payment

12. How do you bill me for the Services?
13. Does my Wireless Service plan include a system access fee and/or a 9-1-1 service fee?
14. When is my payment due?
15. How is a prepaid Wireless Services account billed?
16. When can you charge my credit card or debit my bank account?
17. What if I dispute a Charge on my bill?
18. How do offers work?
19. How are Home Phone long distance calling and Internet usage billed?
20. How do you calculate my Wireless Services usage Charges?
21. How does data sharing for Wireless Services work?
22. What happens if I go over my usage limits?
23. Will a deposit or interim payment ever be required?
24. What if I have another account with a Bell Company that is in arrears?
25. Do you provide tools to help manage my bills?

## Services

26. Are there circumstances when you cannot install or provide the Residential Services as ordered?
27. Where are the Wireless Services available?
28. What factors can impact the performance of the Services?
29. How does a power outage impact my Residential Services?
30. Are there any times when access to 9-1-1 is not available?
31. Are you responsible for emergency alerts?
32. Do I own the phone number or identifiers that you assign to me?
33. How do I transfer the Services (including a phone number)?
34. How do you manage my content?
35. How does Bell help to ensure fair network access, efficient operation and the responsible use of the Services?
36. How am I responsible for my account?
37. Will Bell ever replace its equipment or networks?
38. Do you modify software?

## Content or TV Programming

39. Can I rebroadcast, share or copy the content or TV programming?
40. Is the content or TV programming I subscribe to always available?
41. What rules and rates apply to PPV and on-demand programming?
42. What are the rules for premium sports programming packages?
43. Can I watch the content or TV programming I subscribe to on my personal devices?
44. Can I make changes to my TV programming?
45. Is there a minimum subscription period for certain TV programming?

## Equipment for Residential Services

46. How do I get equipment from you and how is it installed?
47. Clause required under the Consumer Protection Act. (Long-term contract of lease)
48. What if I choose self-installation?
49. When do you need access to my premises?
50. When do I return Bell's Equipment?

## Your Device for Wireless Services

51. What are the Device options?
52. What is your Device return policy?
53. What happens if my Device is lost or stolen?

## Warranties and Our Liability

54. Are there any warranties on equipment or Devices?
55. Are credits issued for service outages?
56. What is Bell's liability?

## Cancelling and Suspending the Services

57. How can I cancel my Services?
58. What will I owe on my final bill?
59. Can you cancel or suspend my Services or terminate the Agreement?
60. What happens if my Services are suspended?
61. Does any part of the Agreement continue after cancellation of the Services?

## Get More Information/Contact Us

62. Is the Agreement available in alternative formats?
63. If I have a disability, am I entitled to a trial period?
64. What if I have an unresolved complaint?

## Commitment to Privacy

## Schedule A – Responsible Use Policy

# Bell Terms of Service

The agreement is between **you** and:

- **Bell Canada** for Internet, Home Phone, Fibe TV, and Fibe TV App, and **Bell ExpressVu LP** for Satellite TV (together, “**Residential Services**”);
- **Bell Mobility Inc.** for Mobility services (“**Wireless Services**”);

(“**Bell**”, “**we**” or “**us**”).

Bell is federally regulated and the Agreement is governed by the federal laws of Canada, including the CRTC’s Internet Code, Television Service Provider Code and Wireless Code. More information about these Codes can be found at [crtc.gc.ca](http://crtc.gc.ca). Provincial laws may also apply.

## Our Agreement with You

---

- 1. How do I accept this Agreement and what does it cover?**

Your service details, these terms of service and any attached schedule form your agreement with us (“**Agreement**”). You accept the terms of the Agreement by using or subscribing to the Services.

The Agreement covers the Residential and Wireless Services we provide to you, including:

  - your plan and all associated service features;
  - TV programming;
  - equipment or facilities we own and equipment we rent to you (“**Our Equipment**”); and
  - any wireless device used with the Wireless Services (“**Device**”)

(together, “**Services**”; references to “**equipment**” mean both Our Equipment and your equipment).
- 2. Can Bell make changes to the Agreement?**

If a Commitment Period applies (see **Section 4**), we will not change an essential element of the Agreement, particularly the nature of the equipment or the Services that are the object of the Agreement, the price of the equipment or Services or, if applicable, the Commitment Period. But we may change other elements of the Agreement, including the provision of the Services as well as the management of your account and information.

If there is no Commitment Period, we may change any term of the Agreement including these elements:

  - the Services;
  - the equipment;
  - the Charges for the Services and the equipment (see **Section 12**);
  - the warranties and our liability; and
  - the management of your account and information.

We will send you, at least **30** days before the amendment comes into force, a written notice drawn up clearly and legibly, setting out exclusively the new clause, or the amended clause and the clause as it read formerly, the date of the coming into force relating to the amendment and your rights relating to the amendment. You may refuse the amendment and cancel the Agreement without a cancellation indemnity (see **Section 58**) by sending us a notice to that effect no later than **30** days after the amendment comes into force, if the amendment entails an increase of your obligations or a reduction of ours.
- 3. Can I make changes?**

You may not make any changes to these terms of service.

You may be able to add, change or remove a Service. In certain circumstances, you may have to pay a Cancellation Charge (see **Section 58**). Check your plan details, MyBell (download the app or see [mybell.ca](http://mybell.ca)), [bell.ca](http://bell.ca) or contact us to see if additional charges apply.

If you move, you may need to change your Services, plan, or phone number. Certain Services and plans are available only in certain locations.
- 4. How long is the Agreement term?**

There is no set period unless you agree to a term of greater than **1** month (“**Commitment Period**”). At the end of any Commitment Period, we will continue to provide the Service to you without a set period, at the then-applicable rates.
- 5. Can the Agreement or Services be transferred?**

You may not transfer or assign the Agreement, your account or the Services (including monthly minutes or data) without our written consent. We may transfer or assign all or part of the Agreement (including any rights to accounts receivable). We may also move the Services to other networks or platforms, or change suppliers.
- 6. What if I prefer this Agreement to be in French?**

You are receiving this Agreement in English as requested by you. *Vous avez demandé que ce contrat ainsi que tous les documents en faisant partie soient en anglais mais si vous souhaitez qu’il soit en français, communiquez avec nous.*

## Your Information and Communication Preferences

---

- 7. Are you accountable for my personal information?**

We are accountable for how we collect, use and disclose your personal information. Our Commitment to Privacy, at the end of these terms, is a summary of our Privacy Policy and highlights important points that may be of interest to you. See our Privacy Policy at [bell.ca/privacy](http://bell.ca/privacy).

8. **Do you collect, use or disclose my credit information?** To assess your creditworthiness, update your information, activate the Services or to assist in collection efforts, we may:
- perform credit checks;
  - collect and use information about your credit and payment history from Our Companies, credit reporting agencies or credit grantors; or
  - disclose your credit and payment history to Our Companies, credit reporting agencies or credit grantors.
- We may also require a security deposit (see **Section 23**).
- “**Our Companies**” include:
- Bell Canada, and other brands it operates (Bell Aliant, Bell Aliant Smart Home, Bell MTS, DMTS, EBOX, KMTS, Ontera and Virgin Plus);
  - Bell Smart Home and Bell Security and Automation operated by AlarmForce Industries Inc.;
  - Bell MTS Smart Home operated by AAA Alarm Systems Ltd.;
  - Bell Satellite TV operated by Bell ExpressVu LP;
  - Bell Mobility Inc. and other brands it operates (Lucky Mobile, Solo Mobile and Virgin Plus);
  - Bell Media Inc.; and
  - other affiliates and the brands they operate (Cablevision du Nord de Québec, Groupe Maskatel LP, NorthernTel LP, Northwestel Inc. and Télébec LP).
9. **How can I be sure that you have accurate contact information for my account?** You are responsible for updating:
- your contact information including, for Residential Services, the address of the premises where the Services are provided (“**Service Address**”);
  - your email address; and
  - your payment information.
- Check MyBell (download the app or see [mybell.ca](http://mybell.ca)) or call us to confirm the information we have is correct.
10. **How can I manage my communication preferences?** You can unsubscribe or manage your communication preferences for commercial electronic messages on [bell.ca/email-updates](http://bell.ca/email-updates). You can opt out from telemarketing messages by calling 1 800 667-0123.
- You will continue to receive Service related communications even if you choose not to receive marketing communications.
11. **What happens to my personal information if I change equipment or my Device?** You are responsible for deleting any personal information on the equipment or Device.

## Billing and Payment

12. **How do you bill me for the Services?** The charges (plus applicable taxes) for the Services may include and are billed as follows:
- your monthly plan, which may be subject to a Commitment Period, in advance;
  - monthly add-ons, such as additional data, that are not subject to a Commitment Period, in advance;
  - pay per use or additional usage, at the rate in effect when purchased or used;
  - one-time charges when you incur them, such as administrative, payment processing, transaction, activation or cancellation charges (for more information, for Wireless Services, see [bell.ca/mobility-onetime](http://bell.ca/mobility-onetime) and, for Residential Services, see [bell.ca/residential-onetime](http://bell.ca/residential-onetime));
  - monthly rental charges for Our Equipment, in advance;
  - Device charges, such as monthly SmartPay instalments, in advance, and the Device Return Option deferred amount, as incurred; and
  - third-party charges, such as government 9-1-1 charges, in advance or as incurred;
- (together, “**Charges**”).
13. **Does my Wireless Service plan include a system access fee and/or a 9-1-1 service fee?** The system access fee and 9-1-1 service fee may be part of your plan as consideration for us providing Services to you (unlike the government 9-1-1 charges that are required by or collected for the government). You may select another plan that does not charge a system access charge or 9-1-1 service charge.
14. **When is my payment due?** We bill you monthly and your payment is due upon receipt. Your bill sets out acceptable payment methods. If your account is for prepaid Wireless Services, see **Section 15**.
- If you don't pay within **30** days of the bill date, you will be charged interest on the balance owing, at the interest rate of **3%** per month (**42.576%** per year), calculated and compounded monthly from the bill date (“**Late Payment Charge**”). We may refer your account to collection agencies if you fail to pay the Charges owing to Our Companies referred to in **Section 8**.
15. **How is a prepaid Wireless Services account billed?** You will not receive a monthly bill. The following Charges are debited from the funds you deposit in your account:
- your plan and add-ons, in advance;
  - one-time Charges when you incur them, such as transaction and activation charges; and
  - pay-per-use Charges as incurred.
- Prepaid funds are non-refundable. The funds in your account are available for the number of days we specify (“**Active Period**”). Within **7** days of expiry of the Active Period, those funds can be restored if you deposit additional funds. You may add new funds by “topping up” and the new Active Period will apply to all funds from the moment you top up.

- 16. When can you charge my credit card or debit my bank account?** You allow us to charge your credit card or debit your bank account for all Charges when:
- you set up pre-authorized payment;
  - you make a payment; or
  - if your account is for prepaid Wireless Services, you top up.
- 17. What if I dispute a Charge on my bill?** If you dispute any Charges, do so within **90** days of the bill date. Disputed Charges are not considered past due unless we conclude that the Charges are correct. You must pay all undisputed portions of the Charges within **30** days of the original bill date, failing which you will be charged the Late Payment Charge for the undisputed portion.
- 18. How do offers work?** We may apply any credits, incentives or offers (including for bundles of Services or multiple Services) to your account while:
- we maintain these credits, incentives or offers; and
  - you meet the eligibility requirements.
- Before you make changes to the Services (including TV programming or features), review the restrictions and eligibility requirements, as certain changes may result in loss of, or changes to, credits or offers.
- Credits may not apply to partial billing periods. This means, for example, if a Service is cancelled in the middle of a billing period, we will not apply the credit for that partial billing period.
- Promotional funds provided to prepaid Wireless Services accounts will not change the Active Period of your existing balance.
- 19. How are Home Phone long distance calling and Internet usage billed?** Long distance calls are rounded up to the nearest minute (for example a **9** minute and **14** second call will be rounded up to **10** minutes). See [bell.ca/longdistance](http://bell.ca/longdistance) for long distance rates. Data usage is rounded up to the nearest kilobyte (for example a **0.25** KB download will be rounded up to **1** KB).

**20. How do you calculate my Wireless Services usage Charges?**

<b>Voice (local and long distance calls)</b>	Both local and long distance calls are rounded up to the nearest minute (for example a <b>9</b> minute and <b>14</b> second call will be rounded up to <b>10</b> minutes). If you call a phone number outside of your local coverage area or if you receive a phone call when outside your local coverage area, you will be charged for long distance. For an explanation of local and long distance coverage areas, see <a href="http://bell.ca/coverage">bell.ca/coverage</a> . Additional charges may apply to calls to special phone numbers, including those beginning with a “#” or a “*” or short codes (billed per call).
<b>Text messages</b>	Billed per text message, whether received or sent. An additional charge may apply for certain text messages such as: <ul style="list-style-type: none"> <li>• premium texts;</li> <li>• text messages sent or received from a messaging application or landline; or</li> <li>• text messages received while roaming or from a U.S. or international phone number.</li> </ul>
<b>Data</b>	Data usage is rounded up to the nearest kilobyte (for example a <b>0.25</b> KB download will be deemed <b>1</b> KB). Charges apply from the moment a data transmission starts whether or not it was successfully sent or received. Certain apps may generate data usage even when you are not actively engaged in using them. Certain plans and add-ons do not include data for modems or tethering.
<b>Roaming</b>	Roaming occurs (in Canada or internationally) when your Device uses another wireless service provider’s network to send or receive voice, text or data transmissions. For current roaming rates, see <a href="http://bell.ca/travel">bell.ca/travel</a> . Rounding practices for U.S. and international roaming may vary.

- 21. How does data sharing for Wireless Services work?** Shareable data from eligible plans is combined and made available on a first-come, first-served basis to users on your account with an eligible plan.
- 22. What happens if I go over my usage limits?** You are responsible for all usage. This includes usage generated automatically by the equipment, your Device or apps. You will be billed any usage that goes over the usage limits of your plan or add-ons at the rates set out in the Agreement, MyBell (download the app or see [mybell.ca](http://mybell.ca)), [bell.ca](http://bell.ca) or, for Wireless Services, [bell.ca/payperuse](http://bell.ca/payperuse).
- 23. Will a deposit or interim payment ever be required?** A deposit may be required and if so we will provide you with the reason.
- We will apply the deposit and any earned interest against the outstanding Charges or other amounts you owe to us and/or any of Our Companies. We will refund the balance of the deposit, if any, when:
- the Services are cancelled; or
  - the conditions requiring the deposit no longer apply (typically **6** months from the date the deposit was received if all bills are paid in full and on time).
- For Wireless Services accounts with multiple deposits, we will refund you the balance, if any:
- when all Services on the account are cancelled; or
  - typically after **6** months from the date the last deposit was received if all bills are paid in full and on time.
- In exceptional circumstances, we may also require you to pay the Charges on an interim basis. If this happens, you must pay these Charges on or before the required due date to avoid cancellation or suspension of the Services.

- 24. What if I have another account with a Bell Company that is in arrears?** If you have another account with one of Our Companies that is in arrears, we may bill you for, collect or set off any amounts owed. If you don't pay these arrears, we may also refuse to provide you with Services.
- 25. Do you provide tools to help manage my bills?** Go to [bell.ca](https://bell.ca) and MyBell (download the app or see [mybell.ca](https://mybell.ca)) to find tools to help you manage your bills, including, as applicable, notifications on data usage, roaming, data caps and usage monitoring tools.

## Services

- 26. Are there circumstances when you cannot install or provide the Residential Services as ordered?** We may not be able to install or continue to provide the Services in certain circumstances, including:
- network availability;
  - network congestion or interference;
  - geography;
  - third-party restrictions or limitations;
  - inaccessibility of premises; or
  - condition of premises, which you are responsible for, including wiring and your equipment.
- In such cases, we may need to make changes to the Services or cancel the Agreement.
- 27. Where are the Wireless Services available?** We and our roaming partners may change networks or geographical coverage areas (both in and out of Canada). See [bell.ca/coverage](https://bell.ca/coverage) for our latest Service coverage areas.
- 28. What factors can impact the performance of the Services?** The performance, speed, or availability of the Services may be impacted by several factors, including:
- the configuration, compatibility and location of the equipment, network or your Device;
  - weather conditions or geography;
  - third party restrictions or limitations;
  - network changes or changes to geographical coverage areas;
  - network congestion or interference;
  - network outages, including during planned hardware or software upgrades;
  - power outages (for Residential Services, see also **Section 29**);
  - equipment or Device failure, including due to tampering or damage; or
  - a modem reboot/restart whether spontaneous or otherwise.
- We are not responsible for other services you have that may be impacted by the performance, speed, or availability of the Services, for example:
- third-party communications services or equipment; or
  - monitored security alarms or monitored medical devices (including some monitored by us).
- Due to equipment or Device limitations, Services may not achieve peak speeds.
- 29. How does a power outage impact my Residential Services?** The Residential Services will not work during a power outage if there is no battery backup or once the battery is depleted. Third-party communications services or equipment, monitored security alarms or monitored medical devices (including some monitored by us) may also not work in such circumstances.
- For Home Phone, access to 9-1-1 will also not work during a power outage if there is no battery backup. A battery backup is not included with the Services or otherwise made available by us. You are responsible to get a compatible battery backup if you wish, as well as for ongoing monitoring, maintenance and replacement of your battery backup, even if we previously provided one to you. We recommend you have another way of contacting 9-1-1 emergency services, for example, a mobile phone.
- 30. Are there any times when access to 9-1-1 is not available?** Access to 9-1-1 emergency services may not work when the Services are not available (see **Section 28**).
- 31. Are you responsible for emergency alerts?** Emergency alerts are required by law and we are not responsible for them, including the content, timing or receipt of an alert.
- 32. Do I own the phone number or identifiers that you assign to me?** You do not own any assigned phone number or identifier.
- 33. How do I transfer the Services (including a phone number)?** When you subscribe to our Services, tell us you wish to transfer the services and your phone number from your existing provider. We can then contact that provider on your behalf to cancel the services and complete the transfer. Most phone numbers can be transferred but not all.
- When you transfer your Services to another provider, the transfer may cause interruption or disconnection of any service or loss of any credit or offer. A "transfer" of a phone number does not include the transfer of any associated services, including voicemails and apps. Before your new provider cancels a Service on your behalf, it is your responsibility to review the impact such cancellation may have on your eligibility for any credit or offer. For more information, see [bell.ca/portability](https://bell.ca/portability).
- 34. How do you manage my content?** We assume that you own or have the rights to use any content you upload or otherwise transmit using the Services. We may use your content in order to provide the Services.

- 35. How does Bell help to ensure fair network access, efficient operation and the responsible use of the Services?**
- We may use methods to manage our networks such as the prioritization or deprioritization and Internet traffic management practices, which may include:
- allocation of bandwidth (which may impact speeds);
  - filtering for spam and malicious or illicit content;
  - anti-virus mechanisms; or
  - measures to protect the integrity of our networks (such as the blocking of your traffic or other traffic in the event of denial of service attacks).
- For a description of our Internet traffic management practices, see [bell.ca/ITMP](http://bell.ca/ITMP).
- You must comply with and we enforce the rules in the **“Responsible Use Policy”** in **Schedule A**. We have the right (but not the obligation) to monitor the Services, including your use of the Services and the location of the equipment receiving the Services and your Device.
- We may monitor or investigate any content, use of TV programming or your use of our networks, including bandwidth usage and how it affects Services and our network operation and efficiency.
- We may disclose any information required to ensure the Services are not being used contrary to the Responsible Use Policy or in accordance with our Privacy Policy.
- 36. How am I responsible for my account?**
- You are responsible for:
- the protection of your accounts and passwords;
  - for all use of your account and the Services by yourself and any other users;
  - designating authorized users on your account and notifying us if you wish to add or remove users; and
  - payment of all Charges billed to your account whether authorized by you or not.
- For Wireless Services small business accounts, the business and the individual users are jointly responsible for all obligations in this Agreement, both individually and together.
- If you don't access content associated with your account, such as emails or voicemails, within a certain period of time or if the Service is cancelled, we may delete that content.
- 37. Will Bell ever replace its equipment or networks?**
- As part of the ongoing provision of Services, we may replace, modify or upgrade Our Equipment, our networks and platforms. Rather than maintain existing technology, we may choose to replace it with alternative technology and you may need to provide us access to your premises (see **Section 49**).
- You must ensure that your equipment and Device remain compatible with the Services. If not, you will have to cancel the Services or you will continue to be billed.
- 38. Do you modify software?**
- We can modify our (or third party) software on the equipment and your Device to the extent these modifications are reasonably necessary for the continued efficient operation of the Services. We may also do so to ensure the software remains compatible and functions properly with technological improvements to the Services. These modifications may be required for you to continue receiving the Services.

## Content or TV Programming

---

- 39. Can I rebroadcast, share or copy the content or TV programming?**
- We may provide content or TV programming from Our Companies or third parties. You may not rebroadcast, copy, share or transmit any content or TV programming in any form, or charge or receive a fee for same.
- TV programming is restricted for your private viewing at your Service Address, other than as authorized on certain personal devices (see **Section 43**). TV receivers must remain and only be used at your Service Address.
- 40. Is the content or TV programming I subscribe to always available?**
- All content or TV programming is provided on a “subject to availability” basis. Any refund or credit for interruptions or unavailability is at our discretion.
- 41. What rules and rates apply to PPV and on-demand programming?**
- You may be able to purchase pay per view (“PPV”) and on-demand programming. Rates may be found on [bell.ca](http://bell.ca), an on-screen purchase flow or by contacting us. All sales are final. The programming provider may cancel an event or prevent us from distributing PPV or on-demand programming. On demand programming on Satellite TV may be subject to data usage charges.
- 42. What are the rules for premium sports programming packages?**
- Subscriptions to premium sports programming packages continue from season to season at the then-applicable rate. You will be provided with notice of the applicable pre-season cancellation deadline so that you may cancel your subscription without charge. If you cancel after this deadline, you must pay the full amount (or any remaining installments) for the season. No credit or refund will be provided after the pre-season cancellation deadline.
- 43. Can I watch the content or TV programming I subscribe to on my personal devices?**
- Where permitted by the content or TV programming provider, you may view select content or programming on your Device and certain other personal devices.
- Viewing content or TV programming may be subject to data usage charges. Interactive services and applications may also incur additional data usage charges (including when accessed through the TV receiver). You are responsible for any data usage charges.
- A limit may apply on the number and type of devices that can be used. See, for example, [bell.ca/supporteddevices](http://bell.ca/supporteddevices).
- 44. Can I make changes to my TV programming?**
- You may order new TV programming (and obtain information about applicable Charges) or change your TV programming online through MyBell (download the app or see [mybell.ca](http://mybell.ca)) or by contacting us.
- 45. Is there a minimum subscription period for certain TV programming?**
- Certain TV programming may be subject to a minimum subscription period. If you cancel, we will remove this TV programming as of the next billing period date after your request without credit or refund.

## Equipment for Residential Services

- 46. How do I get equipment from you and how is it installed?** You may be able to:
- buy certain equipment; or
  - rent Our Equipment.
- Our Equipment, including Satellite TV SmartCards, remains our property. We may replace any part of Our Equipment with new or refurbished equipment. Our Equipment can only be installed and activated at the Service Address. If you rent Our Equipment and it is lost or stolen, you are responsible for all costs associated with us replacing Our Equipment.
- If you subscribe to Fibe TV or Satellite TV, the number of TV receivers you can activate is limited.
- 47. Clause required under the Consumer Protection Act. (Long-term contract of lease)** The consumer has no right of ownership in the goods leased. The merchant shall assume the risk of loss or deterioration by superior force of the goods forming the object of this contract except where the consumer withholds the goods without right or, where such is the case, after ownership of the goods has been transferred to him by the merchant. The consumer benefits from the same warranties respecting the leased goods as a consumer owning such goods. Where the consumer is in default to perform his obligation in the manner prescribed in this contract, the merchant may: (a) either exact immediate payment of that which is due; (b) or retake possession of the goods forming the object of the contract. Before retaking possession of the goods, the merchant must give the consumer a notice in writing of **30** days, during which time the consumer may, as he chooses: (a) remedy the fact that he is in default; (b) return the goods to the merchant. The consumer may also return the goods to the merchant at any time during the leasing period even if he has not received a notice of repossession. If the consumer returns the goods to the merchant, the contract is rescinded of right. In such a case, the merchant is not bound to return to the consumer the amount of the payments due he has already received, and he cannot claim any damages other than those actually resulting, directly and immediately, from the rescission of the contract. The merchant is bound to minimize his damages. It is in the consumer's interest to refer to sections 103, 150.10, 150.11 and 150.13 to 150.17 of the Consumer Protection Act (chapter P-40.1) and, where necessary, to communicate with the Office de la protection du consommateur.
- 48. What if I choose self-installation?** You are responsible for installation and activation. If you do not install or activate the equipment within the time we specified, we may cancel your order and you must return Our Equipment (see **Section 50**).
- 49. When do you need access to my premises?** You must give us (including our third-party agents or contractors) access to your premises, whether for your benefit or the benefit of others, to install, maintain, replace or upgrade:
- Our Equipment;
  - the Services; or
  - our networks.
- 50. When do I return Bell's Equipment?** Upon cancellation, you must return Our Equipment in good condition within **30** days.
- In addition, at the end of Our Equipment's useful life, we may:
- remove Our Equipment;
  - abandon Our Equipment; or
  - request that you return Our Equipment.
- You are responsible for any damage you cause to Our Equipment.

## Your Device for Wireless Services

- 51. What are the Device options?** You may be able to:
- bring your own Device; or
  - purchase your Device from us, with the option of SmartPay instalments.
- 52. What is your Device return policy?** You may return a Device purchased from us (up to **2** times per Device activated on your account) if the Device is returned:
- within **15** days of the start date;
  - in "like new" condition with the original packaging, manuals and accessories; and
  - with the original receipt from the store of purchase or to the address specified for returns if you purchased the Device online or by phone.
- SIM cards cannot be returned once the packaging is opened or the SIM card is activated.
- For postpaid Wireless Services accounts, you are responsible for all Charges incurred prior to the return of your Device. We will not accept returns for Devices with excessive usage in violation of our Responsible Use Policy. If you are a person with a disability, the same conditions apply; however, you may return your Device within **30** days of the start date.
- For prepaid Wireless Services accounts, we will not accept returns of Devices if usage exceeds **30** minutes of voice usage or **50** MB of data. Funds added to your account are non-refundable. If you are a person with a disability, the same conditions apply; however, you may return your Device within **30** days of the start date and double the permitted usage set out above.



- 53. What happens if my Device is lost or stolen?** If your Device is lost or stolen, you must notify us and we can suspend the Wireless Services as well as, if your account is for prepaid Wireless Services, any automatic top up program.
- If you find your Device, and you wish to restore the Wireless Services, you must notify us; otherwise, after a specified period, the Device may be permanently disabled. In such case, the following Charges apply:
- For postpaid Wireless Services accounts:**
- all Charges incurred before you notified us that the Device was lost or stolen; and
  - either the minimum monthly Charges set out in your Critical Information Summary (if you continue the Agreement) or the applicable Cancellation Charge, if you cancel the Agreement (see **Section 58**).
- For prepaid Wireless Services accounts:** The Active Period (see **Section 15**) continues to run on your balance. If you wish to maintain your account, you must continue to top it up. Funds added to your account are non-refundable.

## Warranties and Our Liability

---

- 54. Are there any warranties on equipment or Devices?** The equipment and Devices you buy from us may be covered by a manufacturer's or other warranty. To understand what protections such warranties offer and how long they last, see [support.bell.ca](http://support.bell.ca) or review any warranty document provided with the equipment or Device. If you previously purchased a backup battery from us, see [bell.ca/battery](http://bell.ca/battery).
- 55. Are credits issued for service outages?** Any credit or refund for any service unavailability or service outage is at our discretion.
- 56. What is Bell's liability?** For damages due to our fault, our liability is the payment up to a maximum amount equal to the Charges (excluding the Device Charges) payable during any Service outage.
- We are not responsible for failing to meet obligations due to force majeure or causes beyond our reasonable control, including:
- work stoppage or labour dispute (including those involving Our Companies);
  - act of nature, pandemic, war, terrorism or civil insurrection;
  - any law, order, regulation or direction of any government;
  - power outage;
  - any unlawful act or omission; or
  - any act or omission of a third party, such as another network user or telecommunications provider whose network is used to provide Services.

## Cancelling and Suspending the Services

---

- 57. How can I cancel my Services?** Contact us to cancel any Service with the date on which you want the cancellation to be effective.
- For prepaid Wireless Services accounts, you can contact us or your account and the Services will be deactivated if there are insufficient funds in your account for **90** days (see **Section 59**).
- 58. What will I owe on my final bill?** You must pay all amounts owing including:
- Charges for Services prorated to the last day of service;
  - Charges for minimum subscription periods for certain TV programming and premium sports programming packages; and
  - Charges for your Device (including, as applicable, amounts owing as per your SmartPay and Device Return Option agreements).
- If a Service or plan is subject to a Commitment Period, whether cancelled by you prior to its end date or by us according to **Section 59**, then you must pay the cancellation charge set out in your service details ("**Cancellation Charge**"). If you cancel the Service as a result of us making a change, see **Section 2**.
- If you have a credit on your account for balances equal to or above **\$10** and under **\$500**, we will mail you a cheque within **90** days of the date of the bill at the address we have on record. For other balances, contact us.
- 59. Can you cancel or suspend my Services or terminate the Agreement?** We can suspend or cancel any order, the Services in whole or in part, disable the equipment or Device or terminate the Agreement, without notice, if you breach or fail to comply with any part of the Agreement, including if:
- you fail to pay your Charges (including any deferred amounts under any payment arrangement or owing to any of Our Companies);
  - you or any user of the Services, authorized or not, fail to comply with the Responsible Use Policy;
  - the Services are used in a way which is inconsistent with ordinary usage patterns; or
  - for Wireless Services prepaid accounts, there are insufficient funds in your account for **90** days.
- In taking any action under this **Section 59**, we will comply with the CRTC's Deposit and Disconnection Code and the Internet Code, as applicable.
- 60. What happens if my Services are suspended?** If the reason for suspension is not resolved within **14** days from the suspension date, we may cancel the Services (see **Section 59**). To resume the Services, you must pay any amounts owing.



- 61. Does any part of the Agreement continue after cancellation of the Services?**
- The rights and obligations which by their nature continue beyond cancellation of a Service or the Agreement will remain in effect, including:
- Sections 7 to 11 (Your Information and Communication Preferences);
  - Sections 12 to 25 (Billing and Payment);
  - Section 30 (Access to 9-1-1);
  - Sections 46 and 50 (Equipment for Residential Services);
  - Section 53 (Your Device for Wireless Services);
  - Sections 54 to 56 (Warranties and Our Liability), and
  - this Section 61.

### Get More Information/Contact Us

- 62. Is the Agreement available in alternative formats?**
- You can request alternative formats and find more information about our accessibility services through our Accessibility Services Centre:
- at [bell.ca/accessibility](http://bell.ca/accessibility);
  - via email at [accessible@bell.ca](mailto:accessible@bell.ca);
  - by calling 310-BELL or 1 800 668-6878 and asking for the Accessibility Services Centre; or
  - using a TTY: 1 800 361-6476.
- 63. If I have a disability, am I entitled to a trial period?**
- If you (or a member of your household) are an Internet or a TV user with a disability, you are entitled to a trial period of **30** days to determine if your needs are met. During this trial, your available Internet usage is equal to the monthly Internet usage of your selected plan. For more information, contact the Accessibility Services Centre (see above) or see [bell.ca/accessibility](http://bell.ca/accessibility). If you are a Wireless Services user with a disability, you are entitled to a trial period as well (see **Section 52**).
- 64. What if I have an unresolved complaint?**
- If you have a complaint that we have been unable to resolve, you can contact the Commission for Complaints for Telecom-television Services (CCTS): P.O. Box 56067 – Minto Place RO, Ottawa, Ontario, K1R 7Z1. Toll-free: 1 888 221-1687. TTY: 1 877 782-2384. Fax: 1 877 782-2924. Email: [response@cctscprst.ca](mailto:response@cctscprst.ca). CCTS website: [ccts-cprst.ca](http://ccts-cprst.ca).

	Our Contact Information	Technical Support
<b>Residential Services</b>	<p><b>By phone:</b> 310-BELL (2355)</p> <p><b>Online chat:</b> <a href="http://bell.ca">bell.ca</a></p>	<p><b>By phone (Internet, Phone, Fibe TV):</b> 310-BELL (2355)</p> <p><b>By phone (Satellite TV):</b> 1 888 759-3474</p> <p><b>By phone (Fibe TV App):</b> 1 866 376-3338</p>
<b>Wireless Services</b>	<p><b>By phone:</b> 1 800 667-0123</p> <p>Monday to Friday from 8 a.m. to 9 p.m. in your province or territory and weekends from 9 a.m. to 6 p.m.</p> <p><b>Online chat:</b> <a href="http://bell.ca">bell.ca</a></p>	<p><b>By phone:</b> 310-BELL (2355)</p>
<p>For information about how to escalate complaints within Bell, see: <a href="http://bell.ca/resolve-a-concern">bell.ca/resolve-a-concern</a></p>		

### Commitment to Privacy

This is our commitment to you:

1. We commit to being accountable to you for how we collect, use and disclose your personal information.
2. We will inform you of the ways your personal information is being collected, used or disclosed. We may do this through our Privacy Policy, our Terms of Use or our websites.
3. We only collect, use or disclose your personal information if we have your consent, or in circumstances where your consent isn't necessary (such as an emergency situation).
4. We only collect your personal information in fair and legal ways. We limit our collection of your personal information to the purposes identified in advance to you.
5. We use or disclose your personal information for the reasons it is collected, when it is otherwise allowed, or as required by law. We keep the information only as long as we need to, or as required by law.
6. We correct your personal information when you inform us of mistakes or let us know updates are required.
7. We do our best to keep your personal information safe, and ensure we use appropriate physical, technical and administrative safeguards appropriate to the sensitivity of the information. If we transfer your personal information to our suppliers we ensure your information is appropriately protected.
8. We make information available to you about our information management policies and practices.
9. We will provide you with access to the personal information we hold about you upon written request, unless restricted by law.
10. We are here to listen, and to help. If you have concerns, please contact us at [privacy@bell.ca](mailto:privacy@bell.ca).

## Schedule A – Responsible Use Policy

---

### Are there any rules regarding my use of the Services?

Everyone using our Services must do so responsibly. This means any use shall:

- be for the Services' intended purposes, which is for your private use;
- respect the rights of others, including other customers;
- respect the integrity of our networks;
- comply with all laws.

In this policy, "use" includes but is not limited to enabling, facilitating, permitting or attempting. You are responsible for any use made through your account whether authorized by you or not.

**You cannot abuse or misuse the Services or our networks.** For example, you engage in abuse or misuse when you:

- use it for an illegal or malicious purpose;
- don't use as authorized anything protected by intellectual property rights (such as software or content) or otherwise infringe these rights;
- circumvent, breach or attack any security or protection measures, including breaching an Internet host's policies or propagating malware, viruses, worms or "Trojan horse" programs;
- send or relay unsolicited messages, such as spamming or phishing;
- invade someone's privacy, harass or intimidate others;
- distribute content that is defamatory, discriminatory, violent, obscene, child exploitation/pornography or hate propaganda;
- resell, transfer or share the Services, with or without fees, in which case we may, in addition to other remedies, if applicable, charge you the lesser of **\$30** per MB or another amount we reasonably estimate as liquidated damages;
- share your account identifiers and passwords;
- interfere with our networks, including preventing use by others, such as when your use is disproportionate or inconsistent with ordinary usage patterns (for example, use of wireless data in excess of **25** GB per billing period);
- modify, tamper or disassemble the equipment or Devices authorized on our networks (including IMEI or other identification);
- harass or be abusive to us or our representatives.

If you abuse or misuse the Services or our networks we may, immediately and without notice:

- suspend, restrict, change or cancel all or part of the Services;
- modify or deactivate Our Equipment, your equipment or Device;
- reduce the data speeds, for example, to as low as **16** Kbps for Wireless Services;
- terminate your Agreement (see **Section 59**).

### How does Bell help to ensure fair network access, efficient operation and the responsible use of the Services?

We may use methods to manage our networks such as the prioritization or deprioritization and Internet traffic management practices, which may include:

- allocation of bandwidth (which may impact speeds);
- filtering for spam and malicious or illicit content;
- anti-virus mechanisms; or
- measures to protect the integrity of our networks (such as the blocking of your traffic or other traffic in the event of denial of service attacks).

For a description of our Internet traffic management practices, see [bell.ca/ITMP](http://bell.ca/ITMP).