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Bell Internet Terms of Service

The agreement is between **you** and **Bell Canada** (“**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. More information about this Code can be found at 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 ordering or using the Services.

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

- your monthly plan and all associated service features; and
- equipment or facilities we own and equipment we rent to you (“**Our Equipment**”)

(together, “**Services**”; references to “**equipment**” mean both Our Equipment and your equipment).

2. How long is the Agreement term?

Services are provided with no set period except if you agree to a term of greater than one month (“**Commitment Period**”). At the end of any Commitment Period, we will continue to provide the Services to you without a set period, at the then-applicable rates.

3. Can Bell make changes to the Agreement?

We may change the Services and any term of the Agreement, including increasing the Charges (see **Section 11**). If required, we will give you notice of these changes in writing, at least 30 days (60 days for certain changes related to Internet Services) before the effective date, using a reasonable method to bring it to your attention, for example by posting it on bell.ca, by including it on or with your bill, by mail, email or text message.

Where required by applicable law:

- the notice of the change will describe the new or amended clause and the former version of the clause, the effective date of the amendment, as well as your rights if you do not agree with the amendment; and
- if the change increases your obligations or reduces ours, you may refuse the amendment and cancel the Agreement without penalty, by notifying us no later than 30 days after the effective date of the amendment.

If you refuse the change, your remedy is to cancel the impacted Service or the Agreement (see **Sections 36 and 37**).

No other statements (written or verbal) will change the Agreement.

4. 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 37**). Check your plan details, MyAccount (myaccount.bell.ca), bell.ca or contact us to see if additional charges apply.

If you move, you may need to change your Services or plan. Certain Services and plans are available only in certain locations.

5. Can the Agreement or Services be transferred?

You may not transfer or assign the Agreement, your account or the Services (including monthly 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.

Your Information and Communication Preferences

6. 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.

7. 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 16**).

“**Our Companies**” include:

- Bell Canada, and other brands it operates (Acanac, B2B2C, Bell Aliant, Bell MTS, Distributel, DMTS, EBOX, KMTS, Ontera, Primus and Virgin Plus);
- 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 Inc., Groupe Maskatel LP, NorthernTel LP, Northwestel Inc. and Télébec LP).

8. How can I be sure that you have accurate contact information for my account?

You are responsible for updating:

- your contact information including, the address of the premises where the Services are provided (“**Service Address**”);
- your email address; and
- your payment information.

Check MyAccount (myaccount.bell.ca) and call us to confirm the information we have is correct.

9. How can I manage my communication preferences?

You will continue to receive Service-related communications even if you choose not to receive marketing communications.

10. What happens to my personal information if I change equipment?

You are responsible for deleting any personal information on the equipment.

Billing and Payment

11. How do you bill me for the Services?

The charges for your monthly plan are billed in advance.

Other charges, which do not form part of your monthly plan, may include and are billed as follows:

- add-ons, such as additional data, 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;
- rental charges for Our Equipment, in advance; and
- third-party charges in advance or as incurred

(together, “**Charges**”). Applicable taxes are extra.

12. When is my payment due?

We bill you monthly and your payment is due upon receipt. Your bill sets out acceptable payment methods.

If you don't pay within **30** days of the bill date, you will be charged interest on the balance owing (“**Late Payment Charge**”). The Late Payment Charge is calculated and compounded monthly from the bill date, at a monthly interest rate of 2.91%, which is equivalent to an annual percentage rate (APR) of 34.92% and an effective annual rate (EAR) of 41.09%. We may refer your account to collection agencies if you fail to pay the Charges owing to Our Companies referred to in **Section 7**.

If your payment is refused by your bank for insufficient funds, a charge may apply.

13. When can you debit my bank account or charge my credit card?

You allow us to debit your bank account or charge your credit card for all Charges when:

- you set up pre-authorized payment; or
- you make a payment.

14. 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.

15. 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.

We may change any credits, incentives or offers and the eligibility requirements at any time.

Before you make changes to the Services (including 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.

16. 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).

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.

17. 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.

Services

18. Are there circumstances when you cannot install or provide the Services as ordered?

We may not be able to install or 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.

We may also refuse to install or continue to provide the Services to you if we would have to incur commercially unreasonable expenses not supportable by your Charges.

19. 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;
- 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 (see also **Section 20**);
- equipment 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.

20. How does a power outage impact my Services?

The 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 may also not work in such circumstances.

21. Do I own the identifiers that you assign to me?

You do not own any assigned identifier. We may change, withdraw or reassign any, email address or other identifier.

22. How do I transfer the Services?

When you subscribe to our Services, tell us you wish to transfer the services from your existing provider. We can then contact that provider on your behalf to cancel the services and complete the transfer.

When you transfer your Services to another provider, we are not responsible for any interruption or disconnection of any service or loss of any credit or offer associated with a transfer request. 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.

23. 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.

24. Do you enforce a Responsible Use Policy?

You must comply with and we enforce the rules in the “**Responsible Use Policy**” (see **Schedule A**) which include methods to manage our networks (see **Section 25**). 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.

We may monitor or investigate any content or your use of our networks, including bandwidth usage and how it affects our network operation and efficiency.

We may disclose any information required to ensure the Services are not used contrary to the Responsible Use Policy, in accordance with our Privacy Policy.

25. How do Bell and other network operators help to ensure fair network access and efficient operation of the Services?

We may use methods to manage our networks and Internet traffic management practices, which may include:

- prioritization or deprioritization of network access;
- 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).

When your Services run on another operator's network, they may be impacted by the operator's own Internet traffic management practices.

For a description of the Internet traffic management practices applicable to your Services, see bell.ca/ITMP.

26. 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.

If you don't access content associated with your account, such as emails within a certain period of time or if the Service is cancelled, we may delete that content.

27. Will equipment or networks ever be replaced?

As part of the ongoing provision of Services, we may replace, modify or upgrade Our Equipment, 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 31**).

You must ensure that your equipment remains compatible with the Services. If not, you will have to cancel the Services or you will continue to be billed.

28. Do you modify software?

We can modify our (or third party) software on the equipment 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.

Equipment

29. 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 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.

30. 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 32**).

31. 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
- the networks.

32. When do I return Bell's Equipment?

Upon cancellation, you must return Our Equipment in good condition within 30 days. If not, we may charge a non-return charge.

In addition, at the end of Our Equipment's useful life (as we determine), 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.

Warranties and Our Liability

33. Are there any warranties on the Services or equipment?

To the extent permitted by applicable law, we make no warranties, representations, claims, guarantees or conditions, express or implied, including fitness for a particular purpose, merchantability, title or non-infringement, with respect to any Services, Our Equipment or equipment.

We assume no liability for any claims, damages, losses or expenses arising out of or otherwise relating to the unavailability of any Service.

The equipment you buy from us may be covered by a manufacturer's warranty (see support.bell.ca or review any warranty document provided with the equipment).

34. Are credits issued for service outages?

Any credit or refund for any service unavailability or service outage is at our discretion.

35. How does Bell limit its liability?

Our liability for all causes of action is limited to payment, upon request, for actual and direct damages up to a maximum amount equal to the Charges payable during any Service outage.

Otherwise, we are not responsible to anyone for claims, losses, expenses or any damages (including direct, indirect, special, consequential, incidental, economic, exemplary or punitive damages), including, as a result of:

- our entry onto your premises;
- installation;
- any inconvenience, loss of time or loss of income;
- any missed appointment; or
- distribution of content by you or third parties.

We are not responsible for failing to meet obligations due to 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

36. How can I cancel my Services?

Contact us to cancel any Service with the date on which you want the cancellation to be effective.

37. What will I owe after cancellation?

If a Service is cancelled, whether by you or by us according to **Section 38**, you must pay all amounts owing including, as applicable:

- Charges for Services prorated to the last day of service;
- any non-return Charges for Our Equipment; and
- the cancellation charge set out in your service details ("**Cancellation Charge**").

If you cancel all your Services and have a credit on your account for balances equal to or above \$1 and under \$500, we will refund you using your pre-authorized payment method or mail a cheque within 90 days of the date of the bill at the address we have on record. For other balances, contact us.

38. 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 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; or
- the Services are used in a way which is inconsistent with ordinary usage patterns.

In taking any action under this **Section 38**, we will comply with the CRTC's Deposit and Disconnection Code and the Internet Code, as applicable.

In addition, we can cancel any Service or terminate the Agreement upon a minimum of 30 days' (60 days where required by applicable law) prior written notice to you, including where we stop offering a Service.

39. 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 38**). To resume the Services, you must pay any amounts owing and the applicable connection Charge.

40. 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 6 to 10 (Your Information and Communication Preferences);
- Sections 11 to 17 (Billing and Payment);
- Sections 29 and 32 (Equipment);
- Sections 33 to 35 (Warranties and Our Liability); and
- this Section 40.

Get More Information/Contact Us

41. 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;
- via email at accessible@bell.ca;
- by calling 1 800 668-6878 and asking for the Accessibility Services Centre; or
- using a TTY: 1 800 268-9242.

42. If I have a disability, am I entitled to a trial period?

If you (or a member of your household) are an Internet 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.

43. 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@ccts-cprst.ca. CCTS website: ccts-cprst.ca.

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.

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 Equipment and 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 networks. For example, you engage in abuse or misuse when you:

- use it for an illegal or malicious purpose;
- use anything protected by intellectual property rights (such as software or content) other than as authorized or 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 networks, including preventing use by others, such as when your use is disproportionate or inconsistent with ordinary usage patterns;
- modify, tamper or disassemble the equipment authorized on networks;
- harass or be abusive to us or our representatives.

If you abuse or misuse the Services or 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 data speeds;
- terminate your Agreement (see **Section 38**).

How do Bell and other network operators help to ensure fair network access and efficient operation of the Services?

We may use methods to manage our networks and Internet traffic management practices, which may include:

- prioritization or deprioritization of network access;
- 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).

When your Services run on another operator's network, they may be impacted by the operator's own Internet traffic management practices.

For a description of the Internet traffic management practices applicable to your Services, see bell.ca/ITMP.