

**Bell Tech Expert Service Agreement for customers subscribed to Bell Tech Expert prior to March 31<sup>st</sup> (inclusive) 2013.**

**1. General.** Bell Tech Expert service is a personal, non-commercial, residential, technical assistance service that offers support for your PC desktop or laptop computer, including monitor, keyboard, speakers and router ("**Personal Computer**"), your IP connected device(s), including peripherals that connect to your device, such as modem, printer, scanner and monitor and common software (together, "**Eligible Equipment**") as well as certain hardware issues for your Personal Computer, all as further described in Sections 5 and 6 below (the "Service"). The Service is provided to you by Bell Canada directly or through its third party service providers for the Service Period (as defined in Section 17) until you give Bell Canada notice of termination in accordance with Section 17 or until Bell Canada terminates this Agreement as permitted herein (the "**Term**"). In order to purchase the Service, you must be a Bell Internet access service subscriber. "**You**" and "**your**" means you and every person within your residence that uses the Service through your Account (defined below).

By accessing and using the Service or otherwise agreeing to be bound by these terms and conditions, you acknowledge that you have read, understand and agree to be bound by this agreement and any other additional terms, policies and practices that are displayed to you or to which you may be directed in connection with the Service, each as amended by Bell Canada, all to the extent permitted by applicable law (collectively, "**Agreement**").

**2. IP Devices and Common Software.** Subject to the terms and conditions of this Agreement, Bell Canada will attempt to provide you with Service for a variety of IP connected devices and software, which may include any or all of the IP connected devices and software listed at [http://www.bell.ca/Bell\\_Internet/Products/Bell-Tech-Expert/Support\\_options.tab](http://www.bell.ca/Bell_Internet/Products/Bell-Tech-Expert/Support_options.tab) on an "as available" basis as determined by Bell Canada in its sole discretion.

**3. Registration/Account/Passwords.** Subject to Bell Canada's acceptance of your registration for the Service and your compliance with this Agreement, Bell Canada will establish one account in your name on servers made available by Bell Canada or its third party service providers ("Account"). You agree to provide accurate and current information about yourself when registering for the Service and to promptly update such information as necessary to ensure that it is kept accurate and current. You are solely responsible for: (a) maintaining the confidentiality of any password(s) or other Account identifiers that you choose or that are assigned to you as a result of registration for the Service; and (b) any and all activities or omissions that occur under such password(s) or identifiers on your Account whether through your actions (or inactions) or those of one or more persons utilizing your Account. You further agree to notify Bell Canada of any unauthorized use of your password(s) or your Account. Bell Canada shall not be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with, your failure to comply with this Section 3, the improper use of your password, any Account identifiers, Account or improper access to your Account by third parties with or without the use of your password(s), any Account identifiers, and whether or not authorized.

**4. Access.** You acknowledge and agree that in order to provide the Service to you Bell Canada or its third party service providers (including third party service providers who may be located outside of Canada) will access, take control of and make changes to your Eligible Equipment by remote control, including the installation and where applicable, deinstallation, of certain software and you hereby consent to such actions.

**5. The Service.** Subject to the terms and conditions of this Agreement, Bell Canada will attempt to provide you with the Service for your Eligible Equipment, which may include any or all of the following features on an "as available" basis as determined by Bell Canada: (a) assistance in the areas of understanding and using the features of your Eligible Equipment; (b) troubleshooting, installation, and configuration of your Eligible Equipment; and (c) a screen share learning environment. The Service will be provided by online chat support and/or telephone with live expert advisors. Bell Canada will also attempt to provide you on-site residential or depot hardware repair for your Personal Computer on an "as available" basis as determined by Bell Canada. **Bell Canada will not provide on-site residential or depot hardware repair for your Eligible Equipment.**

The Service will not and is not intended to substitute general technical support available to you from Bell Canada at 310-SURF (310-7873), or the advanced support that may be available from the manufacturer or supplier of your Eligible Equipment.

**6. On-Site Residential or Depot Hardware Repair.** You will be required to register one of and no more than one Personal Computer that you wish to associate with your Account. Any on-site residential or depot hardware repair Service for your Personal Computer will only be available on day thirty one (31) after your order for the Service has been confirmed and your Account has been established. When requesting the on-site residential or depot hardware repair Service you will be required to register your Personal Computer unless you have already registered it when your Account was established. Your Personal Computer must be in good working condition prior to registration. Any faults detected during the initial registration of your Personal Computer will be recorded as a pre-existing defect. You must follow the instructions that are set out in the owner's manual for proper use, care and maintenance of your Personal Computer. Failure to follow the manufacturer's maintenance and service guidelines may result in the denial of on-site residential or depot hardware repair Service of your Personal Computer. A Personal Computer owned by anyone other than you may not be registered by you. If you request the on-site residential or depot hardware repair Service as set out in Section 8 below, you will be entitled to \$500 in total retail value for a 12-month period commencing with the date you first request such Service. If you use the entire \$500 during such 12 month period, you will not be entitled to use the on-site residential or depot hardware repair Service until the anniversary date. If you do not use the \$500 during such 12 month period, you will lose any such unused amounts and you will not be allowed to carry them over to the next 12 month period. The retail value of any on-site residential or depot hardware repair shall be equal to the market value of parts and labour used, as determined solely by Bell Canada.

**7. If You Need Service.** If you require Service for your Eligible Equipment, you may receive assistance by going to <http://mypccare.bell.ca>. If the issue is not resolved, and a Bell Canada customer service representative determines that you have a hardware failure that is not eligible for the Personal Computer on-site residential or depot hardware repair Service provided hereunder, we recommend that you contact the manufacturer of your hardware to determine if there is coverage under your manufacturer's warranty.

**8. If You Need On-Site Residential or Depot Hardware Repair Service for Your Personal Computer.** In the event your Personal Computer malfunctions, your first level of specialized repair support is to access the Bell Tech Expert support line by calling 1-866-302-5922. If the issue is not resolved, and a Bell Canada customer service representative determines that your Personal Computer has had a hardware failure; provided it is day thirty one (31) after your order for the Service has been confirmed and your Account has been established, you may file a claim for the Service. Please note that if you request the Service during the manufacturer's warranty coverage period, your manufacturer's warranty may be voided. It is your responsibility to review the terms and conditions of the manufacturer's warranty or contact your manufacturer directly prior to requesting the Service from Bell Canada. Neither Bell Canada nor any of its third party service providers will be responsible or liable for any losses or damages whatsoever for your failure to adhere to the manufacturer's warranty terms and conditions or for any voided manufacturer's warranty. If you request on-site residential or depot hardware repair Service you will be required to provide a valid credit card for the collection of the non-refundable service order charge of twenty-five dollars (\$25.00) ("Service Order Charge"), which Bell Canada shall charge and you agree to pay. At Bell Canada's option, repairs of your Personal Computer will be performed on-site or shipped to a depot facility. Laptop computers will be required to be shipped to a depot facility of Bell Canada's choice. For depot repair, Bell Canada will provide you with a pre-paid shipping container. Service will be available Monday through Friday during regular business hours and will be provided by an authorized third party service provider. Technological advances may result in the use of replacement components with a lower selling price than the original components. Bell Canada makes no representation that any replacement component will be identical or substantially identical to any component submitted for repair or replacement. If Bell Canada determines in its sole discretion that to repair your Personal Computer or to replace a component of your Personal Computer may exceed the \$500 limit specified in Section 6 above, Bell Canada or its authorised representative will only proceed with any such repairs and/or replacement if authorised so by you, in which case you will be required to provide a valid credit card for the collection of the amounts above the \$500 limit. You agree that Bell Canada shall charge you any such amounts and you agree to pay any such amounts. Should you choose not to proceed with repairs of your Personal Computer or replacement of any component, Bell Canada, if your Personal Computer was shipped to a depot, will ship your Personal Computer back to your premises. Bell Canada will not repair any Personal Computer, or replace any components of your Personal Computer if it determines in its sole discretion that your Personal Computer or any component cannot be repaired/replaced, in which case Bell Canada will ship your Personal Computer back to your premises if your Personal Computer was shipped to a depot for repair. You will be responsible for paying the Service Order Charge even if Bell Canada is not able to repair your Personal Computer or replace any component of your Personal Computer or you choose not to have your Personal Computer or repaired or any component replaced if repairs and/or replacement exceed the \$500 limit. You may not bring your Personal Computer to any other third party (other than to a manufacturer under the warranty as set out in section 7) for repairs or replacement of components of your Personal Computer unless otherwise authorised by Bell Canada. Bell Canada reserves the right in its sole discretion not to repair your Personal Computer or replace any component of your Personal Computer or if it determines that you took your Personal Computer to a third party.

**9. Technical Assistance that is Not Provided.** The Service does not include (a) the removal of complex viruses; (b) disaster recovery, including but not limited to re-imaging, reloading software applications or recovering backup data; (c) warranty services or support available from the manufacturer or supplier of your Eligible Equipment; (d) recommendations for alternative and/or additional technical support services; (e) pre-release or beta versions of software or applications; (f) programming language, macros, registration information or BIOS flash; (g) support requiring assistance from a third party Internet Service Provider; (h) project management, system analysis and design; (i) building relational databases; (j) support that requires network administration intervention, such as proxy settings; (k) taking any action that may be a risk or be a violation of any copyright laws; (l) providing passwords or CD key numbers; or (m) maintaining, repairing or replacing any hardware components for IP connected devices.

**10. Title, Risk of Loss, Damage or Theft.** Risk of loss to, damage or theft of your Personal Computer or to any component of your Personal Computer that was replaced by Bell Canada shall remain with you at all times, whether Bell Canada repairs your Personal Computer at your premises or you ship your Personal Computer to a depot for repair. Title to the replacement component of your Personal Computer will pass to you and title to the replaced component of your Personal Computer will pass to Bell Canada upon shipment from Bell Canada to you or upon installation of the replacement component of your Personal Computer at your premises by Bell Canada's authorised technician, as applicable.

**11. Warranty.** Bell Canada warrants that any replaced component of you Personal Computer or Service provided to you will be free from material defects in material and workmanship for a period of ninety (90) days from the date the repair services completion ("Warranty"). The Warranty will apply only if Bell Canada's tests disclose that the alleged defect is due solely to defects in material or workmanship. The Warranty will not apply if your Personal Computer has not been repaired or the component of your Personal Computer or has not been replaced by Bell Canada or its authorized contractor or your Service has been terminated for any reason or you are no longer a subscriber to the Service for any reason. You may not assign or transfer the Warranty. YOU ACKNOWLEDGE AND AGREE THAT BELL CANADA'S SOLE OBLIGATION AND YOUR SOLE REMEDY UNDER THE WARRANTY WITH RESPECT TO THE REPLACEMENT COMPONENT OF YOUR PERSONAL COMPUTER WILL BE LIMITED TO REPAIR OF YOUR PERSONAL COMPUTER OR REPLACEMENT OF A COMPONENT WITH NEW, REBUILT, OR NONORIGINAL MANUFACTURER'S PARTS THAT PERFORM TO THE FACTORY SPECIFICATIONS OF THE ORIGINAL COMPONENT WITHIN THE WARRANTY PERIOD. To the extent that Bell Canada has to re-perform the repair services or replace the replacement component of your Personal Computer the Warranty will apply from the date the first repair services were completed.

**12. Exclusions.** Without limiting the generality of the foregoing, Bell Canada reserves the right, at its sole discretion, not to repair your Personal Computer or replace any defective component of your Personal Computer if any of the following apply. Bell Canada will not repair or replace any component of any other IP connected device(s).

- a. Failures due to general environmental conditions, including but not limited to rust, corrosion, mold or dust, animal or insect damage, Acts of God such as fire, water, windstorm, sand, dirt, hail or earthquake, civil disorders, riot, nuclear accident, malicious mischief;
- b. Any part or material designed to be consumed during the life of your Personal Computer, such as batteries and CDs;
- c. Personal Computer peripherals (except monitor, keyboard, mouse, speakers and router), adjunct devices or any device that is not built into your computer's housing, such as printers, scanners, remotes, PCMCIA cards, and accessories;
- d. Personal computer that is not registered with Bell Canada for the provision of the Service, or if your Account has been opened for less than 30 days;
- e. Personal Computer that has already received repairs and/or replacements equal to or greater than five hundred dollars (\$500) in total retail value in the 12 month period in question as set out in Section 6 above;
- f. Personal Computer with conditions which existed at the time you subscribed to the Service and/or Equipment Support;
- g. Costs due to routine maintenance, customer education, or lack of any problem, whether hardware or software;
- h. Damage to, failures of, or defects in, cosmetic or non-operational components that do not inhibit the proper operation and performance of a covered item, such as but not limited to appearance parts, broken hinges or decorative finishing;
- i. LCD screens on laptops;
- j. Macintosh computers or laptops;
- k. Personal Computer that uses the Linux Operating System;
- l. Problems caused by abuse, misuse, improper installation, or collision with any object;
- m. Problems that are a result of the original manufacturer's design plan or manufacturing process (as determined solely by Bell Canada);
- n. Personal Computer not equipped with a processor that is a Pentium II or newer, or its equivalent; or your Personal Computer that has a 233 MHz processor speed;
- o. Personal Computer that does not use a Microsoft® supported Windows Operating System;
- p. Personal Computer provided for public use or rental;
- q. Repair or replacement covered by any manufacturer recall in effect at the time of the failure;
- r. Negligent repairs or replacement performed by the manufacturer under the manufacturer's warranty, service agreement or insurance policy;
- s. Support or repairs to software other than Microsoft® then currently supported Windows Operating System, Microsoft® Internet Explorer, Netscape Navigator, Microsoft® Outlook Express, Microsoft® Outlook®, Microsoft® Word, Microsoft® Excel, Microsoft® PowerPoint®, Microsoft® Access, Microsoft® FrontPage®, Microsoft® Publisher, Microsoft® Works, Microsoft® NetMeeting, Microsoft® Media Player, Real Media Player and Bell Internet Security;
- t. Loss or damage to stored data or software due to any cause, including, computer virus, worm, Trojan program, adware, spyware, firmware or any other software program;
- u. Data that is lost or damaged during a repair of your Personal Computer or replacement of any component of your Personal Computer;
- v. Personal Computer that does not have administrator's permissions;
- w. Non-standard monitors that exceed 17" in size;
- x. Loss of your Personal Computer while in storage or in the course of transit, delivery or re-delivery;
- y. Improper electrical wiring and connections; improper installation, or setup; user facilitated minor adjustments and settings outlined in your Personal Computer's owner's manual; an inaccessible Personal Computer or parts;
- z. Unintentional or accidental loss or damage resulting from normal and customary use and handling of your Personal Computer such as, but not limited to, the spilling of liquid on your Personal Computer or the dropping of your Personal Computer;
- aa. Liquid immersion of any kind;
- bb. Personal Computer or any component of the Personal Computer that cannot be repaired or replaced because it is not cost efficient.

**13. Conditional Use of the Service.** By accessing and using the Service or otherwise agreeing to be bound by the Agreement, you agree to comply with and use the Service in accordance with all applicable laws and all Bell Canada policies and practices, all to the extent permitted by applicable law. You may not sell, market, provision, resell, re-market, directly or indirectly transfer, distribute or in any way exploit any portion of the Service and you may not use the Service, or permit, assist or allow the Service to be used, for any abusive purpose or in any way that interferes with or disrupts the Service.

Should Bell Canada determine at any time, in its sole discretion, that you are misusing the Service or otherwise abusing the Service and/or Bell Canada's representatives, Bell Canada reserves the right, in addition to all other rights and remedies contained in this Agreement, to temporarily suspend or terminate your future use of the Service and/or terminate this Agreement.

**14. Software.** Any software made available by Bell Canada or its third party service providers in connection with the Service under this Agreement will be subject to the terms and conditions of an associated software license agreement and will remain the property of Bell Canada, its agents and/or third party service providers as applicable ("**Software**"). A copy of the applicable software license agreement will be presented during the installation process and/or during use of the Software. It is your responsibility to review and agree to the terms and conditions of the applicable software license agreement before installing or using the Software. You will take appropriate steps to protect the Software against loss or damage. You will not sell, transfer or charge for the Software or attempt to tamper with, abuse, reverse engineer, decompile or disassemble any part of the Software or the Service. You agree that all risk associated with the use of, or reliance on, the Software rests with you. To the extent permitted by applicable law, Bell Canada, including its agents and third party service providers, will not be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with your use of, or reliance on, the Software, including the failure of such Software to meet your needs, standards, expectations or desired specifications. Unless otherwise provided in the applicable software license agreement, all software license agreements will terminate upon termination of the Agreement.

**15. Backup.** It is your responsibility to back-up all existing computer files by copying them to another storage medium prior to the use of the Service and/or installation of any Software. Bell Canada, its affiliates and any of its third party service providers shall have no liability whatsoever for any damage or loss to data or peripherals.

**16. Fees and Charges.** You agree that the Service is provided to you subject to your payment of, and you shall pay, the monthly service rates, and other fees and charges, if any, together with all applicable taxes and charges, identified to you upon placing your order for the Service or as otherwise identified to you by Bell Canada from time to time, all to the extent permitted by applicable law (collectively, the "Service Fees"), which Service Fees may be amended by Bell Canada from time to time. For current rates and fees, go to [http://www.bell.ca/Bell\\_Internet/Products/Bell-Tech-Expert](http://www.bell.ca/Bell_Internet/Products/Bell-Tech-Expert). Please note that rates and fees posted on the above-mentioned website do not include applicable taxes. Service Fees and charges for partial months of Service use will be prorated, except upon cancellation of the Service by you as provided in Section 17 of this Agreement.

In the event Bell Canada fails to bill you or underbills you for a charge, you will not be responsible for paying the previously unbilled or underbilled charge except where:

- a. in the case of a recurring charge, you are correctly billed within a period of one (1) year from the date the charge was incurred; or
- b. in the case of a non-recurring charge, you are correctly billed within a period of one hundred and fifty (150) days from the date the charge was incurred.

Invoices for the use of the Service are issued monthly. If you are a One Bill customer, invoices are available by accessing the View Bill Online in the Customer Self Care Site at [www.bell.ca/myinternet](http://www.bell.ca/myinternet). Unless otherwise stated, the total amount is due and payable on the bill date. A late payment charge at the rate of 3% per month (42.58% per annum), which rate is subject to change by Bell Canada from time to time, will be applied from the bill date when payment has not been received by Bell Canada before the following bill date. You have the option to pay for the Service by credit card or by pre-authorized payment acceptable to Bell Canada. By providing your credit card or preauthorized payment information, you expressly authorize Bell Canada to charge your credit card (and any replacement credit card) or use the pre-authorized payment method to collect any outstanding amounts owing during the Term under this Agreement or under any other agreement, or otherwise owed to Bell Canada.

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

- a. your credit card is not valid or your bank account is closed;
- b. you have revoked Bell Canada's authorization to make withdrawals; or
- c. Bell Canada cannot reach you or access your monetary funds to get paid for the Service provided,

Bell Canada will be entitled to temporarily suspend or terminate your future use of the Service and/or terminate this Agreement, upon which termination or suspension you will become liable for all applicable termination and other fees.

**17. Service Period, Cancellation or Termination of the Service.** Your order for the Service will be confirmed and you will have entered into a binding contract with Bell Canada when: (a) you submit your online order and it is received and confirmed by Bell Canada by email or other form; or (b) your phone order is confirmed by email or other form; provided however that Bell Canada in its sole discretion may reject any order for the Service described in either of (a) or (b) within ten (10) business days from the submission of your order for the Service. Once activated, the Service may be cancelled by you by calling Bell Canada at 310-SURF (310-7873).

Your subscription to the Service is on a month-to-month basis (the "**Service Period**"). If you cancel your Service, the termination will be effected thirty (30) days from the date of your notice of cancellation to Bell Canada. Your Account will be charged the regular Service Fees, if any, and other applicable fees and charges, plus all applicable taxes, for that 30-day termination period.

Bell Canada may terminate or suspend the Service and this Agreement at any time upon thirty (30) days prior notice to you or such longer period as may be required by applicable law. To the extent permitted by applicable law, Bell Canada may terminate, suspend or restrict the Service and your Account (without any reduction in your monthly Service Fees applicable to the Service) or terminate this Agreement, at any time without notice, if: (a) the operations or efficiency of the Service is impaired by the use of your Account or the Service; (b) any amount is past due from you to Bell Canada; or (c) there has been or is a breach of any term or condition of this Agreement by you or any other user.

Termination of this Agreement or suspension of your Account and Service shall not relieve you from any Service Fees or other fees and charges owing or other liability accruing hereunder prior to the time that such termination or suspension becomes effective. The accrued rights and obligations under this Agreement that by their nature or as specified under the Agreement are intended to continue beyond the termination of this Agreement until exhausted or fulfilled, will survive the termination of this Agreement.

**18. Minimum System Requirements and Your Equipment.** It is your responsibility to ensure that your Eligible Equipment meets the current minimum system requirements made available to you by Bell Canada and indicated at [www.bell.ca/minreq](http://www.bell.ca/minreq), as being necessary to use the Service. From time to time, the minimum system requirements may change, and you will be duly notified of any such change in accordance with Section 19 of this Agreement. Accordingly, unless you update your Eligible Equipment, it may cease to be adequate to access the Service. In such event, your sole remedy will be to terminate this Agreement, in accordance with Section 17 hereof.

**19. Changes and Amendments.** To the extent permitted by applicable law Bell Canada may at any time and from time to time amend or modify the Agreement or any part thereof or any fees, features or other aspects of the Service. Bell Canada will give you not less than thirty (30) days notice in advance of the effective date of any amendment or modification to the Agreement or any material change to the Service by posting notice of such change at [www.bell.ca/agreements](http://www.bell.ca/agreements), by sending you notice via email to your Bell Internet parent email address or to another email address provided by you to Bell Canada (in which case it is your responsibility to ensure that such email address remains current at all times) or by using any other notice method that will likely come to your attention. To the extent required by applicable law, such notice shall set out the effective date of the amendment or modification, the revisions being made to the Agreement or any other related agreement, if applicable, and your remedy in connection with such amendment or change as set out in the next sentence. Nothing in this Agreement shall be construed as obligating you to accept receipt of the Service after any amendment or modification is made to the Service or the Agreement; however, your sole remedy in the event that you do not wish to accept such amendment or modification (and, if you reside in the province of Quebec, only where such amendment or change increases your obligations or reduces Bell Canada's obligations) shall be to refuse the amendment or modification and cancel the Service (and terminate the Agreement) upon the payment of all outstanding fees or charges which may apply, except where such fees or charges are prohibited by applicable law, in which case such cancellation shall be without cost, penalty or cancellation indemnity. You agree to go to [www.bell.ca/agreements](http://www.bell.ca/agreements) periodically and to review this Agreement to be aware of any modifications. Should you continue to use the Service after such change is effective, to the extent permitted by applicable law, such use will be deemed to be your acceptance thereto and you expressly agree that no additional written agreement or express acknowledgement will be required to accept such change.

You agree that you cannot change this Agreement and, to the extent permitted by applicable law, that no customer service representative or sales representative of Bell Canada is authorized to vary the terms of this Agreement in any way, verbally or in writing, unless specifically approved in writing by Bell Canada.

**20. User Information; Other Information.** You hereby acknowledge that Bell Canada, its affiliates, agents and third party service providers may retain and use any information, comments or ideas conveyed by you relating to the Service (including any products and services made available on the Service). This information may be used to provide you with better service.

Bell Canada may send you Service related information on a regular basis via email addressed to your Bell Internet parent email address or to another email address provided by you to Bell Canada (in which case it is your responsibility to ensure that such email address remains current at all times). You agree to review and to familiarize yourself with all such Service related information, and Bell Canada is not liable for any damage or detriment to you or your property resulting from your failure to do so. Your continued use of the Service following delivery of any such Service related information means that you accept and agree to comply with such information.

**21. Loss of Service Due to Power Failure, or Internet Service.** You acknowledge and understand that if all or any portion of the Service does not function in the event of a power failure and that in order to utilise all aspects of the Service it requires a fully functional broadband connection to the Internet and that in the event of an outage or other unavailability of your Internet connection, including without limitation through any mis-configuration of your Eligible Equipment or any other hardware or software, the Service will not function or operate. You further acknowledge and understand that Bell Canada may perform maintenance on the Service from time to time without notice to you, and during such maintenance periods, some or all elements of the Service may not work properly or at all. To the extent permitted by applicable law, Bell Canada, its officers, employees, agents, third party service providers and contractors are not liable for any claim by you relating to a maintenance outage, regardless of how the maintenance outage was caused and whether it could have been avoided.

**22. Disclaimer Regarding Third Party Content.** The Service may offer access to numerous third party content available over the Internet. In such instances, Bell Canada generally exercises no control over such third party content, including, but not limited to, third party content contained on or accessible through the Service website. You agree that it is your responsibility to review and evaluate any such content, and that any and all risk associated with the use of, or reliance on, such content rests with you. You further agree that Bell Canada shall not be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with your use of, or reliance on, any such content.

**23. Security and Privacy.** The public internet and third party networks will be utilized to provide the Service to you. It is your responsibility to safeguard your system, through appropriate means (for example, using commercially available software), from theft, unauthorized use or system corruption. To the extent permitted by applicable law, Bell Canada and/or its third party service providers are not responsible for any lack of privacy or security which may be experienced with respect to the provision of the Service to you, including as a consequence of your failure to adequately safeguard your system.

Your personal information shall be protected by Bell Canada in a manner consistent with Bell Canada's Privacy Policies, available by visiting [www.bell.ca/privacy](http://www.bell.ca/privacy). Bell Canada may disclose information when lawfully requested as necessary to satisfy any law, regulation, governmental or other lawful request from any applicable jurisdiction or as necessary to operate and optimize Bell services or to protect itself or others.

**24. Disclaimer of Warranties.** YOU ACKNOWLEDGE AND AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY SERVICE, ANY SERVICES PROVIDED HEREUNDER, ANY REPLACED PERSONAL COMPUTER COMPONENT AND ANY SOFTWARE PROVIDED HEREUNDER, ARE PROVIDED BY BELL CANADA AND ITS THIRD PARTY SERVICE PROVIDERS ON AN "AS-IS" AND "AS AVAILABLE" BASIS, AND, EXCEPT AS SET OUT IN SECTION 11 ABOVE, BELL CANADA AND ITS THIRD PARTY SERVICE PROVIDERS MAKE NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND WHATSOEVER, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY, REPRESENTATION OR CONDITION OF MERCHANTABILITY, STATE OR CONDITION, DESIGN, WORKMANSHIP, DURABILITY FOR ANY PERIOD OF TIME, EFFICACY, CAPACITY, FITNESS FOR A PARTICULAR PURPOSE, FREEDOM FROM LIENS OR ENCUMBRANCES, COMPLIANCE WITH ALL OR ANY FEDERAL AND PROVINCIAL HEALTH, SAFETY AND QUALITY STANDARDS OR QUALITY, PERFORMANCE OR NONINFRINGEMENT WITH RESPECT TO ANY SERVICE, ANY SERVICES PROVIDED HEREUNDER, ANY REPLACED PERSONAL COMPUTER COMPONENT OR ANY SOFTWARE. ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS, EXPRESS OR IMPLIED, ARE HEREBY EXPRESSLY EXCLUDED EXCEPT TO THE EXTENT WHERE, UNDER APPLICABLE LAW, THEY CANNOT BE DISCLAIMED, WAIVED OR LIMITED. YOU ARE RESPONSIBLE FOR THE COMPATIBILITY OF THE SERVICE, ANY SERVICES PROVIDED HEREUNDER, ANY REPLACED PERSONAL COMPUTER COMPONENT AND ANY SOFTWARE WITH ANY ELIGIBLE EQUIPMENT, SERVICE AND/OR OTHER MATERIALS NOT PROVIDED BY BELL CANADA (THE "THIRD PARTY EQUIPMENT AND SERVICES"). TO THE EXTENT PERMITTED BY APPLICABLE LAW, BELL CANADA DISCLAIMS ALL RESPONSIBILITY FOR DETERMINING COMPATIBILITY BETWEEN THE SERVICE, ANY SERVICES PROVIDED HEREUNDER, ANY REPLACED PERSONAL COMPUTER COMPONENT AND ANY SOFTWARE AND THE THIRD PARTY EQUIPMENT AND SERVICES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BELL CANADA AND ITS THIRD PARTY SERVICE PROVIDERS DO NOT WARRANT THE PERFORMANCE, AVAILABILITY, ACCURACY, SECURITY, ERROR-FREE OR UNINTERRUPTED OPERATION OR USE OF THE SERVICE, ANY SERVICES PROVIDED HEREUNDER, ANY REPLACED PERSONAL COMPUTER COMPONENT AND ANY SOFTWARE OR IN EACH CASE ANY PART THEREOF WILL MEET YOUR REQUIREMENTS, EXPECTATIONS OR SPECIFIC NEEDS.

**25. Limitation of Liability.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN THE EVENT OF ANY BREACH BY BELL CANADA, ITS AFFILIATES, SUPPLIERS, AGENTS OR THIRD PARTY SERVICE PROVIDERS, INCLUDING ANY BREACH OF A FUNDAMENTAL TERM OR ANY NEGLIGENCE, YOUR EXCLUSIVE REMEDY SHALL BE TO RECEIVE FROM BELL CANADA PAYMENT FOR ACTUAL AND DIRECT DAMAGES TO A MAXIMUM AMOUNT OF ONE HUNDRED DOLLARS (\$100.00). OTHER THAN THE FOREGOING REMEDY, YOU EXPRESSLY UNDERSTAND AND AGREE THAT UNDER NO CIRCUMSTANCES WILL BELL CANADA, ITS AFFILIATES, SUPPLIERS, AGENTS OR ANY OF ITS THIRD PARTY SERVICE PROVIDERS, BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION ANY GENERAL, DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY DAMAGES FOR LOSS OF PROFITS AND LOSS OF BUSINESS OPPORTUNITIES, SAVINGS, LOSS OF USE OR LOSS OF DATA, ON ACCOUNT OF ANY ACT OR OMISSION OF BELL CANADA, ITS THIRD PARTY SERVICE PROVIDERS OR THEIR REPRESENTATIVES RELATED IN ANY WAY TO ANY SERVICE, ANY SERVICES PROVIDED HEREUNDER OR ANY SOFTWARE PROVIDED HEREUNDER OR THIS AGREEMENT. THIS SECTION WILL APPLY: REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE; AND WHETHER OR NOT DAMAGES WERE FORESEEABLE.

**26. Indemnity.** You agree to defend, indemnify and hold Bell Canada, its affiliates, suppliers, agents and third party service providers, harmless from any and all liabilities, expenses and other amounts related to any violation of this Agreement by you or any user of your Account, or in connection with your or their use of the Service.

**27. No License; Intellectual Property of Bell Canada and Others.** Bell Canada, its affiliates, suppliers, agents or third party service providers, as applicable, own all rights, title and interest in and to the Service and the Software. Except as expressly provided, nothing herein or within the Service or the Software shall be construed as conferring any license under any of Bell Canada's or any third party's intellectual property rights, whether by estoppel, implication, waiver, or otherwise. Without limiting the generality of the foregoing, you acknowledge and agree that certain content available through, and used to provide, the Service and the Software are protected by copyright, trademark, patent, or other proprietary rights of Bell Canada, its affiliates, licensors and/or third party service providers. You agree not to modify, alter, or deface any of the trademarks, service marks, or other intellectual property made available through the Service and the Software or use any of the foregoing for any purpose other than the purpose for which such intellectual property is made available to users through the Service and the Software.

**28. Trademarks.** Any use of any of the marks appearing on the Service or the Software without the express written consent of Bell Canada or the owner of the mark, as appropriate, is strictly prohibited.

**29. Miscellaneous.** This Agreement and any other documents incorporated herein by reference or otherwise provided or made available to you in connection with the Service, as each or all may be amended from time to time, represent the entire agreement among you and Bell Canada with respect to the Service and supersede all prior agreements between you and Bell Canada, all to the extent permitted by applicable law. In the event of any inconsistency, the terms of this document will govern and prevail. Bell Canada may assign all or any portion of its rights and obligations under this Agreement to any affiliated entity without your prior written consent. You may not assign or transfer this Agreement. Bell Canada is a federally-regulated undertaking and as such the Agreement, including all matters relating to its validity, construction, performance and enforcement, will be governed by applicable federal laws and regulations of Canada and only those provincial laws and regulations that are applicable to it. The terms and conditions of the Agreement are subject to amendment, modification or termination if required by such laws or regulations. Certain elements of the Service may be provided to you by third party service providers located outside of Canada and as such your use of the Service may be subject to the laws of foreign jurisdictions. If any provision in the Agreement is declared to be void, invalid, in conflict with any such law or regulation, or otherwise unenforceable by a court of competent jurisdiction, that provision may be deleted or modified, without affecting the validity of the other provisions. Bell Canada's failure to insist upon or enforce strict performance of any provision of this Agreement will not be construed as a waiver of any provision or right.

**30. Contact Information.** If you have any questions regarding the terms and conditions of this Agreement, you may contact Bell Canada, Bell Internet Customer Service, at P.O. Box 70092, Ottawa, Ontario, K2P 2M3, by email to [internetsupport@bell.ca](mailto:internetsupport@bell.ca), telephone: 310-SURF (310-7873).

Last updated July 21<sup>st</sup>, 2013.