

## UNREGULATED TERMS OF SERVICE - VOICE AND INTERNET (BUSINESS CUSTOMERS)

**1. Agreement.** These terms and conditions ("**Terms of Service**") set out the rights, obligations and limitations of Bell Canada ("**Bell**" or "**us**" or "**we**" or "**our**") and you, the **Customer** for the Bell Services (defined in Section 2) which the Canadian Radio-television and Telecommunications Commission ("**CRTC**") has forborne from regulating, either in whole or in part. If you are located in a territory served by Bell Aliant Regional Communications, LP ("**Bell Aliant**"), Bell Aliant will provide the Bell Services, in which case these terms apply to you and Bell Aliant, and references herein to Bell, us, we or our will mean Bell Aliant.

These Terms of Service, together with (a) your invoice for the Bell Services and all included terms, notices and amendments; (b) all applicable Bell Service-specific terms, schedules, end-user license agreements, rules, policies or other documents attached to or referred to in these Terms of Service, or located at the URLs specified in these Terms of Service, or to which you may be directed when you order or use the Bell Services, including the Bell acceptable use policy as amended from time to time and located at [bell.ca/AcceptableUsePolicy](http://bell.ca/AcceptableUsePolicy) ("**AUP**"); and (c) terms from Bell's relevant tariffs for services which, due to forbearance, are no longer mandated by the CRTC, to the extent they are not modified and/or replaced by these Terms of Service (all of which constitute the "**Documents**"), form Bell's agreement with you ("**Agreement**"). To the extent of any conflict or inconsistency between the Documents and these Terms of Service, the Terms of Service will prevail. Terms mandated by the CRTC will prevail over the Terms of Service. If you have signed or accepted a separate agreement with Bell for Bell Services, then that agreement applies and prevails. Your access to and use of the Bell Services (current and future) constitutes your acceptance of all the terms of the Agreement. As the Customer, you are solely responsible for the use of the Bell Services by yourself and other end users. You shall (a) take all necessary measures to ensure that the Bell Services are used in accordance with the Agreement and (b) be liable for all consequences resulting from any breach of the Agreement.

**2. Scope of Agreement.** Bell provides different telecommunications services ("**Bell Service(s)**") including:

- **Internet and Value Added Services;**
- **Local, Long Distance, and Toll Free Telephone Services, Smart Touch Features and other associated features.**

The term "**Bell Services**" includes (a) all devices, equipment, hardware or other products owned or supplied by Bell to be used in connection with the applicable Bell Services ("**Bell Equipment**"); and (b) any additional features, options or value added services you select, now or in the future as or will be listed on your invoice, when ordering your Bell Services. The Agreement applies to all current and future Bell Services you obtain from Bell as listed on your invoice, with no additional copies or other evidence of agreement required to be delivered to you, and such additional Bell Services shall be billed at the then-current rates. See [bell.ca](http://bell.ca) for the list of current Bell Services and service descriptions and the following Bell Service-specific web pages for terms relevant to you and your Bell Service:

- [bell.ca/businessinternetterms](http://bell.ca/businessinternetterms) for Internet and Value Added Services; and
- [bell.ca/businessphoneterms](http://bell.ca/businessphoneterms) for Local, Long Distance, and Toll Free Telephone Services and features.

**3. Changes to Agreement.** Bell may change the Bell Services, the Agreement, any Fees (defined in Section 4), amounts, charges (including one-time charges), and/or other aspect of any of the Bell Services upon at least 30 days prior notice to you (subject to Section 4), by posting the change on [bell.ca](http://bell.ca), sending notice via a message on your monthly invoice, in writing, or any other notice method likely to come to your attention. If you do not accept the change, your sole recourse is to terminate the affected Bell Service in accordance with Section 9. Your continued access to and use of the Bell Services after the change has come into effect constitutes your acceptance of the change and you expressly agree that (a) you will be deemed to have accepted the change, with no additional written agreement or express acknowledgement required; and (b) you will continue to be responsible to pay for all Bell Services.

**4. Fees, Payment & Charges.** You shall pay all applicable fees due for the Bell Services ("**Fees**"), and all other applicable amounts, charges and taxes indicated to you when you purchase the Bell Services or otherwise relayed to you by Bell from time to time or noted

on your invoice. Unless otherwise specified on your Bell invoice or in the applicable Bell Service-specific terms (a) all Bell Services are billed monthly; and (b) Fees will begin accruing and will be charged to you as of the start of your Initial Service Period (defined in Section 8). Bell will bill you monthly and **you shall pay Bell all invoiced Fees, charges and taxes on a monthly basis within 30 days of Bell's invoice date.** Invoices for the Fees may be produced, submitted and delivered either electronically or on paper. If payment is not **received** by Bell within 30 days of the invoice date, you will be charged and shall pay interest from the invoice date on the balance owing at the interest rate then in effect, as Bell sets from time to time, calculated and compounded monthly from the invoice date, but which will not exceed the maximum rate permitted by law ("**Late Payment Charge**"). The current rate charged by Bell is located at [bell.ca](http://bell.ca) and will be specified on your monthly invoice. Bell may change the Late Payment Charge from time to time.

If you order Bell Services pursuant to an MCP (defined in Section 8): (a) Bell may change the Fees for any Renewal Term (defined in Section 8) by giving you at least 60 days notice of such change prior to the end of the then-current Term or MCP; and (b) Bell may increase Fees during any calendar year during the Term provided the total increases do not exceed, in any calendar year, **10%** of the applicable Fees for the Bell Service in effect at the beginning of the applicable calendar year. If you order Bell Services pursuant to a Monthly Term (defined in Section 8), Bell may change the Fees at the end of the Monthly Term or any Renewal Term on notice to you.

Any promotional bundle fees, discounts, credits, rebates or other financial incentives you receive for any Bell Service ("**Promotional Package**") will apply only for so long as you meet Bell's eligibility requirements.

Bell may bill you for any Fees up to 12 months after the date the Fees were incurred. If you question or dispute any Fees, you must do so within **90 days** of the disputed invoice date; otherwise you will be deemed to accept all Fees. Disputed Fees will not be considered past due unless Bell has investigated and concluded that the charges are correct and there is no basis for the dispute, or reasonably believes you are using the dispute to evade or delay payment. You shall pay all undisputed portions of the Fees within 30 days of the original invoice date, failing which the undisputed portion of the Fees will be past due and you will be charged, and shall pay, the Late Payment Charge.

You must ensure that the billing and payment information you provide to Bell (including name, mailing address, email address, service address and telephone number) is always up to date, otherwise Bell may suspend the Bell Services. You will be liable for your failure to pay any Fees billed to you by Bell caused by your failure to provide Bell with up to date billing information. Upon termination of the Bell Services in accordance with Sections 9 or 10, you shall provide Bell with a forwarding address for all final invoices or correspondence should your mailing address differ from that in your customer profile.

To offset its additional processing costs, Bell may bill you for administrative charges as set from time to time for administrative or account activities including: collection efforts due to non-payment or having a balance over your credit limit; returned or rejected payments; changes in personal identifier information; or suspension, disconnection or reactivation of Bell Services. All administrative charges charged to you will be set out in your invoice and you agree to pay all such charges.

**5. Pre-authorized Payment.** If you provide a credit card or bank account (or other pre-authorized payment method) to Bell for your monthly payments, you authorize Bell to charge your credit card or debit/charge your account for all outstanding Fees, taxes and charges and outstanding account balances due under the Agreement, including Late Payment Charges and Termination Charges, and this constitutes Bell's good and sufficient authority for so doing. You promise that the credit card or bank account is in your name, is valid and has not expired. You shall promptly advise Bell if your credit card or bank account information changes due to loss, theft, cancellation or otherwise.

**6. Special Payment Terms; Deposits and Alternatives.** In exceptional circumstances, Bell may require you to pay the Fees on an interim basis, despite your monthly billing cycle. In such cases, you must pay on or before the required due date to avoid termination or suspension of your Bell Services. Bell may also require you to make deposits if you (a) have no credit history with Bell or do not provide

satisfactory credit information; (b) have an unsatisfactory credit rating with Bell due to previous payment practices regarding any Bell Services; or (c) present an abnormal risk of loss. Deposits will earn simple interest based on Bank of Montreal's Canadian monthly savings account rate in effect from time to time, calculated monthly on the last day of your monthly billing period, prorated for any partial month Bell holds the deposit. When the Bell Services are terminated or the conditions justifying the deposit are gone, Bell will apply the deposit and any earned interest against the outstanding Fees or other amounts you owe to Bell and/or any Bell affiliate, then refund you the balance of the deposit, if any, plus any remaining interest that was earned.

**7. Minimum System Requirements; Equipment; Right to Enter Premises.** You must ensure that your (and all users') systems and equipment meet Bell's minimum requirements (see [bell.ca/systemrequirements](http://bell.ca/systemrequirements)) to use the Bell Services, as changed from time to time, in which case you must update your system and/or equipment. If you fail to do so, your system and/or equipment might not be adequate to access or use the Bell Services and your sole remedy will be to terminate the affected Bell Services in accordance with Section 9. Bell cannot guarantee that the Bell Services will be compatible with all system configurations. You must properly supply, install and maintain all facilities, software and equipment (including Bell Equipment) and take reasonable care of same, all in accordance with industry best practice and manufacturer's expectations, and you are liable for any (a) loss of or damage to Bell Equipment located at your premises or under your control, including any cost of repair or replacement; and (b) disruptions or damages caused by your failure to do so, including damage or other effect on Bell's or other customer's ability to receive Bell Services. Bell may take any action it considers necessary to deal with such effects, losses and damages, including charging you for any costs incurred to remediate them.

You are responsible for all access to your equipment and Bell Equipment, and maintenance of security and privacy and all other risks involved in connection with your equipment and Bell Equipment.

Bell may enter the premises where Bell Services are (or are about to be) provided to install, inspect, repair, maintain or remove Bell Equipment. Bell may also enter such premises to maintain, protect, investigate, modify or improve the operation of Bell Service or to inspect and perform necessary maintenance in cases where disruptions involving customer provided facilities are affecting the network.

You are responsible for securing all consents, permits and approvals, at your cost, necessary to allow Bell to install, maintain and operate its facilities and the Bell Equipment within the building(s) where the Bell Services are to be provided to you, and to enter the premises in accordance with this Agreement.

**8. Initial Service Period; Renewals; Term.** Bell Services will be provided to you on a 30 day month-to-month basis ("**Monthly Term**"), unless when you order the Bell Services you and Bell agree to a longer minimum contract period ("**MCP**"). The initial service period of any Bell Service will begin on the earlier of the date (a) Bell begins the work to provide the Bell Service to you; and (b) the Bell Service is first provided to you, and will expire at the end of the first Monthly Term or the MCP, as applicable ("**Initial Service Period**"). Unless the applicable Bell Service is terminated in accordance with the Agreement, or the renewal provisions differ in any Bell Service-specific schedule, the Initial Service Period will automatically renew on the same terms, subject to Bell's rights in Sections 3 and 4, with consecutive renewal periods equal in length to the Initial Service Period ("**Renewal Term**"). The Initial Service Period and all Renewal Terms are called the "**Term**".

#### **9. Termination by Customer.**

(a) You may contact Bell at Bell Client Care (see end of Agreement) to terminate any Bell Service. Termination is effective 30 days from the date you contact Bell ("**Termination Date**"). You will be charged and promise to pay the applicable Fees, taxes and other charges for that 30 day termination notice period. If you terminate a Bell Service subject to an MCP during the Initial Service Period or a Renewal Term, you will be responsible for the following ("**Termination Charge**"): (i) you shall pay to Bell termination charges equal to 50% of the Fees for the unexpired portion of the Initial Service Period or Renewal Term, as the case may be; and/or (ii) for any Bell Services prepaid in full for the entire Initial Service Period, you will not be entitled to receive a refund of prepaid amounts for the unexpired portion of the Initial Service Period or Renewal Term as the case may be. The Termination Charge

is a reasonable estimate of damages suffered by Bell as a result of your early termination of the Bell Service and is not a penalty.

(b) If you cancel your order prior to activation of any Bell Service you will be charged a cancellation fee as set by Bell from time to time, to the extent permitted by applicable law, representing a reasonable estimate of damages suffered by Bell as a result of your failure to activate the Bell Service.

(c) If you order a Promotional Package and you terminate any of the Bell Services that form part of the Promotional Package prior to the end of the Initial Service Period, including Renewal Terms, you will be charged and will pay a Termination Charge in accordance with Section 9(a), based on the non-discounted rate for the Bell Services, **plus** an additional amount equal to the difference between (i) the discounted amounts actually paid by you or other incentives, promotions or discounts received by you during that part of the Initial Service Period that you received the Promotional Package, and (ii) the non-discounted rate for such Bell Services during that period without any other incentives, promotions or discounts, which Termination Charge and additional amount represent a reasonable estimate of damages suffered by Bell as a result of your early termination of the Bell Service(s) forming part of the Promotional Package.

#### **10. Service Refusal, Suspension and Termination by Bell.**

(a) Bell may without any liability and in its sole discretion (i) relocate Bell Equipment; (ii) refuse to provide any Bell Services to you, in whole or in part; or (iii) stop or suspend the provision of any or all or any part of the Bell Services to you (including blocking numbers), for cause, including if (A) Bell would have to incur unanticipated, unaccounted for, unusual or unreasonable expenses (such as, but not limited to, securing rights of way, special construction) unless you agree to pay an amount acceptable to Bell for such expenses; (B) you breach or fail to comply with any part of the Agreement (including the AUP); (C) you fail to pay your Fees or other required amounts pursuant to this Agreement or you are late paying any deferred amounts under any payment arrangements with Bell; or (D) your use of the Bell Services or other services is fraudulent, inappropriate, not consistent with your ordinary usage patterns established with Bell, or is being used in or directed to high cost of service areas to an extent not supportable by your rate plan and Fees for your Bell Services. You remain obligated to pay for the Bell Services during any suspension. If your Bell Service is suspended and the reason for suspension has not been resolved within 8 days from the suspension date, Bell may discontinue and terminate the Bell Service and repossess the Bell Equipment. If you wish to resume your subscription to the Bell Service you shall pay the applicable installation and/or activation fee as set by Bell from time to time. Bell shall have no responsibility to notify any third party providers of services, merchandise or information of the termination of the Bell Service or the Agreement.

(b) Bell may without any liability and in its sole discretion (i) immediately terminate any of the Bell Services and the Agreement by written notice and specify a final payment date for all amounts that you owe not earlier than 10 days from the date of the notice; and (ii) enter upon your premises and take immediate possession of all Bell Equipment provided in connection with the Bell Services, or require you to promptly return to Bell the Bell Equipment in proper working order and good condition if (A) your payments to Bell are in arrears; (B) you experience or approve a bankruptcy, insolvency or restructuring event or a receiver and/or manager or other representative is appointed for or seizes any of your assets or business; (C) you breach any part of the Agreement (including the AUP); or (D) your use of the Bell Services or other services is fraudulent, inappropriate, not consistent with your ordinary usage patterns established with Bell, or is being used in or directed to high cost of service areas to an extent not supportable by your rate plan and Fees for your Bell Services. In addition, Bell may terminate the Agreement for any reason whatsoever upon a minimum of 30 days prior written notice to you, including where Bell ceases to offer a Bell Service to which you subscribe.

#### **11. Confidentiality of Customer Records; Personal and Credit Information.**

(a) All information Bell keeps about you, other than your name, address and listed telephone number, is confidential. Unless you provide express consent, or disclosure is ordered pursuant to a legal power, your information will not be disclosed by Bell to anyone other than (i) you; (ii) a person who, in Bell's reasonable judgment, is seeking the information as your agent or representative; (iii) another telephone company that provides you with telephone service or a company involved in supplying you with telecommunications, telephone or telephone directory related services, provided the

information is required for that purpose and disclosure is made on a confidential basis with the information to be used only for that purpose; (iv) an agent hired by Bell to collect your account, provided the information is required for, and is used only for, that purpose; (v) an affiliate of Bell involved in supplying you with telecommunications and/or broadcasting services, provided that the information is required for that purpose and disclosure is made on a confidential basis with the information to be used only for that purpose; or (vi) a public authority or agent of a public authority, if in the reasonable judgment of Bell, it appears that there is imminent danger to life or property which could be avoided or minimized by disclosure of the information. You will be deemed to have given your express consent when any of the following occur: (A) you provide written consent; (B) oral confirmation is verified by an independent third party; (C) Bell receives electronic confirmation via the Internet; (D) Bell receives oral consent where Bell retains an audio recording of the consent; or (E) Bell obtains consent through other methods, as long as an objective documented record of your consent is created by you independent of a third party.

(b) Bell protects your personal information in a manner consistent with Bell's Privacy Policies available at [bell.ca/privacy](http://bell.ca/privacy) and applicable laws.

(c) **By entering into this Agreement you consent to Bell performing credit checks on you and obtaining, maintaining and using information about your credit history from a credit reporting agency, credit grantor or other Bell company to activate your services or assist in collection efforts, and disclosing your Bell credit history to credit reporting agencies, credit grantors, collections agencies and other Bell companies.** You must ensure that you have the necessary consents for Bell and its third party providers to collect, use and store the information of your end users for the purposes of providing the Bell Services.

**12. Network Addresses and Identification.** Bell may issue or assign to you certain network addresses or other unique identifiers ("**Identifier**") for the Bell Services (e.g. a telephone number, IP address, e-mail address, web space URL, host name, internet fax, etc). You do not own or acquire any right in any Identifier. Bell may without any liability at any time change or withdraw any Identifier.

**13. Transferring Telephone Numbers.** Bell shall, on your behalf, request your existing service provider to "**transfer-in**" your existing assigned phone number, provided that you (a) represent and warrant that you have the right to make the request; (b) authorize Bell to share with your existing service provider your information relevant to the transfer request (which may include personal information); and (c) complete and sign a request form if necessary. Upon your written request, and only if your assigned account and phone number are active, Bell shall, upon termination of your Bell voice Services, process a "**transfer-out**" request for the phone number assigned to you to your new chosen service provider. You shall pay all Fees, charges, taxes, other amounts owing and Termination Charges, including for the 30 days after the transfer out is requested, in recognition of your obligation to provide 30 days advance notice to transfer out your number pursuant to Section 9. You agree that (a) Bell is not responsible for any interruption, disruption or disconnection of any services associated with the telephone number which is the subject of a transfer request; (b) a "transfer" of a phone number does not include the transfer of any services, including any features, applications or content, IP address, Identifier or any device or equipment associated with the applicable service; and (c) you are responsible for any and all charges, Fees and taxes associated with the termination of the Bell Services or the service with your existing service provider, as the case may be, including Termination Charges.

**14. Restrictions on use of Bell Service & Content.** You shall not (a) use, or permit the use of, any Bell Service for an illegal purpose, criminal offence, intellectual property infringement, harassment (including annoying or offensive calls/transmissions), or in a manner that would breach the AUP or cause interference with network operations (including preventing a fair and proportionate use by others); (b) resell, remarket, transfer or share your Bell Service or receive any charge or other benefit for the use of any Bell Service; (c) attempt to receive a Bell Service without paying the applicable fees, modify Bell Equipment or other Bell Service-related equipment, change any Identifier, network addresses or other identification issued by Bell or a Bell affiliate, attempt to bypass Bell's network, or re-arrange, disconnect, remove, repair or otherwise interfere with any Bell Services or facilities; (d) adapt, translate, modify, decompile, disassemble, reverse engineer or otherwise interfere with any software, applications or programs used in connection with the Bell Services; or (e) modify, alter, or deface any of the trademarks, service marks, or other intellectual property made available through the Bell

Services nor use any of the foregoing except for the purpose for which such intellectual property is made available to you through the Bell Services. You grant Bell and each Bell affiliate and its applicable suppliers a world-wide, royalty-free, unrestricted license to use, copy, adapt, transmit, display and perform, distribute and create compilations and derivative works from any and all user content you elect to post in connection with a Bell Service to facilities operated by Bell or on behalf of a Bell affiliate and solely as required for Bell to provide you the Bell Service. You acknowledge that Bell may store your user content on Bell facilities so you can access such content, but that if you fail to access such content within a certain period of time as determined by Bell, or if the applicable Bell Service terminates, Bell may delete such content without notice to you.

**15. Monitoring and Network Management; Third Party Content.** Bell has no obligation, but has the right at any time and from time to time, to monitor the Bell Services (electronically or otherwise), investigate any content or your use of Bell's networks, including bandwidth consumption and how it affects operation and efficiency of the network and Bell Services and to disclose any information necessary to satisfy any law, regulation, governmental or other lawful request from any applicable jurisdiction or as necessary to operate and optimize the Bell Services or to protect itself or others. Some content products or services ("**Third Party Content**") available with or through the Bell Service may be offensive to you or may not comply with applicable laws. Neither Bell nor any of its affiliates attempt to censor or monitor any such Third Party Content. Such Third Party Content may be subject to "caching" at intermediate locations on the Internet when being accessed through the Bell Service. You are responsible for access to and use of all Third Party Content and for use of the Internet. Bell and its affiliates assume no liability whatsoever for any claims or losses arising out of or otherwise relating to access to or use of Third Party Content or for any content or data whatsoever. You must obtain all consents, authorizations and clearances in respect of Third Party Content in your account that you transmit, provide access or communicate to others using the Bell Services.

**16. Directory Errors and Omissions.** In the case of errors or omissions in directory white and yellow page standard listings, whether or not the error or omission relates to a telephone number, Bell's sole and entire liability is limited to making a refund or cancelling any charge associated with such listings for the period during which the error or omission occurred. In the case of errors or omissions in telephone numbers in directory white and yellow page listings, unless central office facilities are unavailable, Bell's sole obligation and liability is to provide Reference of Call Service, free of charge, until the earlier of (i) the termination of the Services and (ii) the distribution of updated directories for that district in which the number of listing is correct.

**17. No Warranties.** Bell makes no warranties, representations, claims, guarantees or conditions of any nature whatsoever, expressed or implied, including any warranty, representation, claim, guarantee or condition of (a) speed, consistency or performance (including service performance levels) of any Bell Service; (b) availability of Bell Services in certain geographical areas or within certain structures; and/or (c) fitness for a particular purpose, merchantability, title or non-infringement, with respect to any of the Bell Equipment, your equipment or the Bell Services. All such warranties, representations, claims, guarantees and conditions, express and implied, are hereby excluded, to the extent permitted by applicable law. Both your equipment and any Bell Equipment is subject to the terms of any manufacturers' warranty plan, or any extended warranty plan you may have obtained when you received such equipment, and it is your obligation to maintain all equipment in accordance with Section 7. Speed and consistency are a function of the wider network architecture of the Internet itself and not Bell's service or delivery. None of the Bell Services (which include Bell Equipment) or service performance levels are guaranteed to be error-free or uninterrupted, and Bell's liability to you or any other person for damages for any reason whatsoever arising out of any Bell Service is limited by Section 18.

**18. Liability Limitations.** BELL SHALL NOT BE LIABLE FOR ANY (A) DAMAGES, CLAIMS, LOSSES, INJURIES, TAXES, EXPENSES OR COSTS ("**DAMAGES**") ARISING OUT OF ANY ERRORS, UNAVAILABILITY OR INTERRUPTIONS IN CONNECTION WITH ANY BELL SERVICES OR ANY ACTUAL OR MISSED INSTALLATION APPOINTMENTS; AND/OR (B) INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR INCIDENTAL DAMAGES OF ANY KIND OR FOR ANY REASON WHATSOEVER. SUBJECT TO ANY OTHER LIMITATION OR EXCLUSION OF LIABILITY CONTAINED IN THIS AGREEMENT, BELL'S CUMULATIVE LIABILITY TO YOU FOR ALL BELL SERVICES

PROVIDED HEREUNDER FOR DAMAGES, INCLUDING DAMAGES ARISING FROM BELL'S NEGLIGENCE, BREACH OF CONTRACT, TORT OR OTHER CAUSES OF ACTION, INCLUDING FUNDAMENTAL BREACH, SHALL NOT EXCEED AN AMOUNT EQUAL TO THE TOTAL AGGREGATE MONTHLY FEES (LESS ALL DISCOUNTS, INCENTIVES, PROMOTIONS AND CREDITS) PAID BY YOU FOR THE SPECIFIC BELL SERVICE(S) THAT GAVE RISE TO THE DAMAGES DURING THE 1 MONTH PERIOD BEFORE THE EVENT GIVING RISE TO THE DAMAGES, LESS AMOUNTS PAID (IF ANY) FOR PREVIOUS CLAIMS FOR SUCH BELL SERVICE. BELL SHALL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY CONTENT, APPLICATIONS OR SERVICES PROVIDED TO YOU BY A THIRD-PARTY FOR USE WITH ANY BELL SERVICES EVEN IF BELL IS BILLING AND COLLECTING FEES ON BEHALF OF SUCH A THIRD-PARTY.

Without limiting the generality of the foregoing, Bell is not liable for (a) any act or omissions of a telecommunications carrier whose facilities are used in establishing connections to points which Bell does not directly serve; (b) defamation, trademark, copyright, or any intellectual property right infringement arising from material transmitted or received over Bell's facilities or claims based on a contention that the use of equipment through your account infringes the intellectual property rights of a third-party; or (c) infringement of any intellectual property right arising from combining or using non-Bell Equipment and facilities with Bell Services.

**19. You Can Best Control the Risk and Therefore Are Responsible.** The Fees charged for the Bell Services reflect the allocation of risk herein and the limited recourse against Bell provided for in the Agreement. Bell will not assume any responsibility for your acts or omissions or those of your end-users or any individual who uses your account with or without your knowledge or consent, including responsibility for any charges you incur when making purchases or conducting other transactions with the Bell Services. As between Bell and you, you are better able to put in place physical and procedural impediments to the inappropriate use of and to supervise the use of your Bell Services. Account and password protection shall be your responsibility. You must safeguard your system and are responsible for corrupted files and viruses. You are solely responsible and liable for all use of the Bell Services by yourself and other users, including payment for all calls originating from or passing through your telecommunications systems, equipment or accounts, and long-distance charged calls or operated assisted calls. Any detriment that is caused to the network or risk or liability to Bell as a result of your failure to properly secure and safeguard your equipment and computer system may result in the immediate cancellation of the Bell Services and repossession of the Bell Equipment.

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

**21. Software.** Any software or documentation supplied by Bell, its agents and/or third party providers, or otherwise made available for your use in connection with the Bell Services shall remain the property of Bell, its agents and/or third party providers, as applicable. You shall take appropriate steps to protect same against loss or damage. Your use of such software and documentation shall be subject to the terms of an associated software license agreement ("**Software License Agreement**") that will be provided to you when you register for the applicable Bell Service. You must review and agree to the terms of the applicable Software License Agreements before installing or using the software or documentation. Unless otherwise provided in the applicable Software License Agreement, all Software License Agreements will terminate upon the earlier of the termination of the Agreement, and the termination of the specific Service Schedule as applicable.

**22. Arbitration.** To the extent permitted by applicable law and unless otherwise agreed, all disputes and claims (pursuant to statute, regulation, contract or in tort or otherwise), present and future, pertaining to the Agreement, the Bell Services or Bell's advertising, marketing, or sale or provision of Bell Services shall be determined by final and binding arbitration by a single arbitrator to the exclusion of the courts in the province or territory of your billing address as provided to Bell, and in accordance with (a) Bell's arbitration policy located at [bell.ca/ArbitrationPolicy](http://bell.ca/ArbitrationPolicy), as it may be amended by Bell from time to

time; and (b) the applicable arbitration legislation in effect in the province or territory of your Canadian billing address as provided to Bell. If the billing address you have provided to Bell is outside of Canada, the arbitration shall take place in Ontario in accordance with the arbitration legislation in effect in that province.

**23. General.** Bell is a federally regulated undertaking. Therefore, subject to Section 22, the Agreement, including all matters related to its validity, construction, performance and enforcement, is governed by the applicable federal laws and regulations of Canada, and only those provincial laws and regulations applicable to Bell in the province in which your designated billing address as provided is located. The Agreement is subject to amendment, modification or termination if required by such laws or regulations. You may not make any changes or amendments to the Agreement. If any provision in the Agreement is declared invalid or in conflict with any of these laws and regulations, the invalid provision may be deleted or modified without affecting the validity of the remaining provisions. Bell's failure to strictly enforce any provision of the Agreement does not constitute a waiver of the provision or Bell's rights. The Agreement, including the Documents as amended, constitutes the entire agreement between you and Bell and replaces all prior agreements, written or oral, with respect to the same subject matter. Except as expressly stated herein, the Agreement cannot be modified or amended by waiver, course of dealing or otherwise. **Please note that your rights might vary by province.** Bell is not responsible or liable for failing to meet obligations due to causes beyond its reasonable control, including work stoppage, labour disputes and strikes, acts of nature and all force majeure events. Bell is entitled to and does rely upon the authority of the person holding itself out or acting as the customer or an authorized representative of the customer and agreeing to and/or accepting the Agreement and purchasing Bell Services. You have requested that the Agreement be written in the English language. *Vous avez demandé que le présent document ainsi que tous les documents en faisant partie soient rédigés dans la langue anglaise.* The word "**including**" used in this Agreement means including without limitation. Bell may deliver Bell Services to you by an agent, subcontractor, a third party provider or supplier, and all such persons are included in the defined term "**Bell**" as used in the Agreement. Bell may transfer or assign all or part the Agreement including any rights in accounts receivable at any time without prior notice or consent, but you may not assign or transfer the Agreement, your account or any Bell Service without Bell's prior written consent.

To contact Bell Client Care:  
By Telephone: For Ontario – 310-BELL  
For Québec – 310-7070  
From Elsewhere: English – 1 800 668-6878  
French – 1-800-641-2311

The Bell Service-specific schedules attached to these Terms of Service (each a "Schedule" and collectively, the "Schedules") are: (a) Schedule "A" – Bell Business Internet Services; (b) Schedule "B" – Bell Website Hosting; (c) Schedule "C" – Bell Domain Name Registration Service; (d) Schedule "D" – Bell Business Internet Fax; (e) Schedule "E" – Bell Productivity Pak Service; (f) Schedule "F" – Bell Business Vault Service; (g) Schedule "G" – Bell Business Internet Security and Bell Business Internet Security Pack; and (h) Schedule "H" – Bell Website Design and Maintenance Services.

## **SCHEDULE "A" TO UNREGULATED TERMS OF SERVICE– VOICE AND INTERNET (BUSINESS CUSTOMERS) ("Agreement")**

### **BELL BUSINESS INTERNET SERVICES**

#### **1. General.**

The Bell Business Internet Service ("Bell Business Internet Service" or "Bell Service") is provided to you as Customer by Bell in accordance with the Agreement and this Schedule. Capitalized terms not defined in this Schedule have the meanings given to them in the Agreement.

#### **2. The Bell Service and Fees.**

The Bell Service and applicable Fees are described within the web pages located at [bell.ca/businessinternet](http://bell.ca/businessinternet) ("Website"). Please review these pages as they outline the various characteristics of the Bell Service.

The following is a general description of the features that may be included with the Bell Business Internet Service, which is subject to change in accordance with the Agreement.

(a) a high-speed or dial-up Internet connection (depending on service package purchased). The availability of ADSL2+ (7 Mbps and greater) guaranteed speed Service ("Guaranteed Speed Service") varies by location and Bell reserves the right to deem the ADSL2+ Guaranteed Speed Service unavailable to you up to, including, and after the date of installation;

(b) the Guaranteed Speed Service includes the following service level guarantee:

(i) upon receipt of a Customer's claim that the Guaranteed Speed Service fell below 7Mbps or 12Mbps, Bell will initiate diagnostics to investigate the claim and, if substantiated and not excluded by (iii) below, Bell will issue a credit amount equal to 1/30 the monthly Fees for each day the Guaranteed Speed Service is not available ("Guaranteed Speed Credit") to a maximum of 30 days worth of credit for the service. The Guaranteed Speed Credit is the Customer's sole remedy for Bell's failure to meet the Guaranteed Speed Service and the Guaranteed Speed Credit will be based solely on Bell's diagnostic tools and not random online speed tests or other Customer-initiated testing;

(ii) if the Guaranteed Speed Service issues persist after the initial claim, Bell reserves the right to send a technician onsite and do a speed test on the Customer's line using Bell's existing service assurance processes ("Site Test"). If the Site Test determines that the Guaranteed Speed Service is indeed operating below 7Mbps or 12Mbps and the Guaranteed Speed Service is deemed unavailable, Bell will issue the Guaranteed Speed Credit as set out above and then migrate the Customer to an alternative Service that is available to the Customer;

(iii) the Guaranteed Speed Credit will not be offered if Bell's investigation reveals that the Guaranteed Speed Service has been impacted by deficient Customer equipment, or Customer's tampering, abuse, or alteration of any Bell Equipment or Customer owned equipment ;

(c) e-mail address accounts and aliases associated with those accounts (quantities vary depending on the Bell Service package purchased);

(d) Internet based e-mail accounts where available (availability varies depending on the Bell Service package purchased);

(e) dynamic or static IP address(es) (type and quantity vary depending on the Bell Service package purchased);

(f) anti-spam filtering;

(g) business internet dial access within North America and outside Canada is available (technology permitting) subject to certain restrictions and additional fees and charges and depending on the Bell Service package purchased and whether a local point of presence is available. Consult Website for global roaming charges and country sites currently available. Note that destinations available for global roaming connections may be changed at any time without notice to you;

(h) bandwidth usage subject to quantities set out in your applicable Bell Service package and adherence to Bell's AUP as amended over time; and

(i) technical support, which shall vary in terms of availability and response times depending upon the Bell Service package purchased, consult Website for details; which technical support is made available to you by calling Bell at the phone number provided to you in your Bell Service package 24 hours a day, 7 days a week, subject to the following restrictions:

(i) installation and ongoing technical assistance will be provided for supported systems only and without liability to Bell;

(ii) Bell will not assist with any hardware conflicts, or in configuring any application based on Static IP addressing;

(iii) Bell will assist in configuring software at the network layer only, and subject to limitations depending on the Bell Service package purchased; and

(iv) if the Bell Service package purchased includes a mean time to repair guarantee ("MTTR"), the Customer's sole remedy for Bell's failure to meet the MTTR is a service credit in an amount equal to 1/30 the monthly Fees for each day the Bell Service is not available, provided the credit is requested by the Customer. The MTTR per incident will be 8 hours and the calculation of MTTR shall only include repair time during business hours, between the hours of 9am to 5pm Monday to Friday, Eastern Standard Time, and excluding federal and provincial holidays in the location where the Bell Service is provided.

#### **3. Cancellation Prior to Activation.**

If you cancel your order prior to activation of your Service you will be charged a \$150 cancellation fee to the extent permitted by applicable law, as the amount representing a reasonable estimate of damages suffered by Bell as a result of your failure to activate the Service. If you wish to cancel your order, please call 1-877-877-2426.

#### **4. Service Availability.**

You acknowledge and agree that the 10 digit telephone number check(s) you completed upon placing your order is or are preliminary, geographical check(s) only to determine if the Bell Service is available in your geographical area(s). Due to the nature of the Bell Service technology, Bell reserves the right to deem the Bell Service unavailable to you or any users up to, including, and after the installation. Bell assumes no liability whatsoever for any claims, damages, losses or expenses arising out of or otherwise relating to the unavailability of the Bell Service in your or any user's geographical area, even where such unavailability occurs after installation of the Bell Service.

#### **5. The Internet High Speed Modem.**

An Internet High Speed modem (the "Service Modem") is required for use of the Bell Service. Modem rental fees are billed separately. There will be no discounts granted to Customers that provide their own modem.

Unless otherwise explicitly stated, the Service Modem will always remain the property of Bell. If, at any time, Bell sends you a replacement Service Modem, you must return the original Service Modem to Bell via Canada Post or courier. If the Bell Service is cancelled for any reason, or upon direction by Bell, you must return to Bell the Service Modem, together with any other hardware delivered to you by Bell via Canada Post or courier. Keep your delivery receipt as proof to Bell of the return. If the Service Modem is not received within 15 days of the date of replacement, cancellation of the Bell Service or direction by Bell, you will be charged and hereby promise to pay an additional Service Modem non-return fee identified to you by Bell

(currently \$150.00). Any replacement Service Modem will be deemed to be the Service Modem referenced in the Agreement.

**6. Microsoft is a registered trademark of Microsoft Corporation in the United States and/or other countries.**

## **SCHEDULE "B" TO UNREGULATED TERMS OF SERVICE – VOICE AND INTERNET (BUSINESS CUSTOMERS) ("Agreement")**

### **BELL WEBSITE HOSTING**

#### **1. General.**

The Bell Website Hosting Service ("**Website Hosting Services**" or "**Bell Service**") is provided to you as Customer by Bell in accordance with the Agreement and this Schedule. Capitalized terms not defined in this Schedule have the meanings given to them in the Agreement.

#### **2. The Service and Fees.**

The Bell Service and applicable Fees are described within the web pages located at [bell.ca/hosting](http://bell.ca/hosting) ("**Website**"). Please review these pages as they outline the various characteristics of the Bell Service.

(a) **Help Desk:** If Customer requires help desk support from Bell, Customer may either (i) call 1-866-303-0332 for technical support, billing or sales issues; (ii) email [support@bellhosting.ca](mailto:support@bellhosting.ca) for technical support; or (iii) use the online chat support available at [bellhosting.ca](http://bellhosting.ca) for technical support. Bell help desk representatives will make reasonable efforts to assist with resolving Customer support issues. Customer support issues are distinguished and resolved by level of severity as some issues may not be deemed critical and temporary work around solutions will be provided until a longer-term fix is available. Bell help desk representatives will make reasonable efforts to contact Customer during normal business hours (EST) on the next business day to help resolve the issue. Bell reserves the right, in its sole discretion, to alter the help desk support hours of operations.

(b) **Equipment and Software Requirements:** The following minimum equipment and software requirements must be met to utilize the Website Hosting Service:

- (i) Desktop/OS – Windows 98/OSX
- (ii) Browser – Internet Explorer 6+, Mozilla 1.6+, Firefox 0.9+, Netscape 7.1+, Safari 1.0
- (iii) Internet – High-speed connection recommended.

#### **3. Fees:**

(a) **Set Up and Monthly Fees:** Customer shall pay Bell a non-recurring set-up fee (where applicable) and a monthly recurring fee (these amounts are included in the "**Fees**" pursuant to the Agreement) as set forth in the final package details applicable to the package selected by Customer and as set out on [bell.ca/hosting](http://bell.ca/hosting). The non-recurring set-up fee will be charged upon registration and the recurring monthly fee will be invoiced to Customer and payable within 30 days of the invoice date. Some Website Hosting Service upgrades might also incur a one time non-recurring charge to be invoiced to Customer in the following billing cycle.

(b) **Account Suspension for Delinquent Accounts:** If after 60 days Customer's account remains outstanding for whatever reason (including Bell's inability to invoice Customer due to Customer's failure to update account/contact information with Bell), Customer's Web site will be suspended and go into 'archive' mode for a maximum of 30 days ("**Archive Period**"). If the bill is not paid by the end of the Archive Period, the site will be erased from the archive. Bell will not be responsible for any errors, loss of information or any other mishap that may occur during the Archive Period or after the site has been erased. Deleted sites will be archived for a maximum of 7 days prior to permanent deletion. Retrieval of the Web site from the archive during the 7 day accessibility period will be, in Bell's sole discretion, on a commercially reasonable basis, at Bell's convenience, and may require Customer to pay additional charges. Users surfing to the site during the Archive Period will view an error or substitute message window until the account is settled. The message will be technical in nature (e.g. error, website temporarily unavailable) but will not reflect the origin or reason of the cause.

#### **4. Termination:**

(a) **Termination of Monthly Agreement:** In addition to and forming a part of the Termination Charges set out in the main body of the Agreement, if the Bell Service is cancelled within 90 days of purchase,

Customer shall pay an additional charge equivalent to the current domain name registration fees charged by Bell when registering domain names on Customer's behalf. For more information including a listing of Bell's current domain name registration fees, please refer [bell.ca/domainnames](http://bell.ca/domainnames). The Termination Charges are a reasonable estimate of the damage suffered by Bell as a result of your termination, are consideration for the Bell Services, and are not a penalty. The parties acknowledge that the Termination Charges are a reasonable pre-estimate of the damage that would be anticipated to be suffered by Bell upon termination. Customer is solely responsible for ensuring that Customer website has been migrated off Bell servers and that Customer website and email have been backed-up prior to termination. Bell is not responsible for any data lost as a result of Customer termination. Restoration of Customer website may be possible in limited circumstances at Bell's discretion and subject to applicable fees.

(b) **Deletion of Customer Information:** Bell reserves the right to delete any and all information in Customer's account including the order processing information, databases, mailing lists and any Web pages that were generated by the Bell Service, upon termination of Bell Service.

#### **5. Use of Website Hosting Services: Customer Obligations and Restrictions**

**In addition to Customer obligations and restrictions set out in the main body of the Agreement, Customer shall adhere to the following obligations and restrictions pertinent to Website Hosting Services:**

(a) **Customer Space/Traffic:** Customer shall ensure that its use of the Bell Services will not exceed Bell's stipulated space and traffic limits applicable to the Bell Service package purchased. Customer acknowledges Bell's right to charge Customer additional fees should Customer bandwidth or storage exceed its Bell Service package purchased or force a migration of the Bell Services to a dedicated website hosting account should Customer's traffic, space or usage requirements dictate.

(b) **File Uploads:** Customer is entirely responsible for the uploading of files to its website, and maintenance and backup of its content. For the upload of files and content on Customer's hosting space, Customer must retain a copy of the Web site.

(c) **Customer Scripts:** The use of scripts is Customer's responsibility, including the provisioning, upload, management and troubleshooting (unless server related) of Customer scripts. Customer may use its own scripts on the server without administration approval. However, if it is determined in Bell's sole discretion that the scripts are in any way affecting the servers Bell reserves the right, immediately and without prior notice to Customer, to disable the scripting. Customer will be notified once disabling has occurred. More specifically, if a script is found to over-utilize the server in any way, access to the web directory where scripts are held will be disabled and the scripts will be rendered useless. It is then the responsibility of Customer to fix the script and prove that there has been a change. Once Bell receives the details of changes in writing, Bell will turn the scripting back on (usually this takes about 3 days). If the script is not fixed, Customer access to the web directory where scripts are held will be turned off indefinitely. Customer must then re-code the script and prove to Bell that the script will not negatively impact the server, which shall be confirmed in Bell's sole discretion. Once Customer has adequately satisfied Bell that the script is acceptable, Bell will then re-enable the script. If the problem persists, services will be terminated for that Customer and will not be re-enabled. Scripts should be enabled to access files or directories within their own root level. Nothing will be "**registered to the server**" under any circumstance. If a script does not work because of calling outside its directory, Bell will not assume responsibility or offer aid: it is Customer's accountability to troubleshoot the script.

(d) **Survival:** The terms of this Section 5 will survive any termination of the Agreement. Bell reserves the right to define abuse of the Bell Service which may consist of, but not be limited to, impact on one or more of the following: network usage, database links, database size, email storage including storage duration, email spamming, and CPU usage.

#### **6. Use of Services: Bell Rights and Obligations.**

In addition to Bell's rights and obligations set out in the main body of the Agreement, if Customer's Web site degrades the function of the server or causes complaints from other users, Customer will have

outgrown the shared server Service and will need to migrate to Bell's dedicated service. Bell reserves the right to terminate the Bell Service upon refusal from Customer to migrate.

## **SCHEDULE "C" TO UNREGULATED TERMS OF SERVICE – VOICE AND INTERNET (BUSINESS CUSTOMERS) ("Agreement")**

### **BELL DOMAIN NAME REGISTRATION SERVICE**

#### **1. General.**

The Bell Domain Name Registration Service ((the "DNS Service" or "Bell Service" ) is provided to you as Customer by Bell in accordance with the Agreement and this Schedule. Capitalized terms not defined in this Schedule have the meanings given to them in the Agreement.

#### **2. The Service and Fees.**

The Bell Service and applicable Fees are described within the web pages located at [bell.ca/domainnames](http://bell.ca/domainnames) ("Website"). Please review these pages as they outline the various characteristics of the Bell Service.

Bell shall furnish to Customer the Bell Service, in its capacity as a reseller of domain names, through the resale of domain names provided by third-party Registrars. References throughout the Agreement to a "registry" or "Registrar" shall refer to the registry administrator of the applicable top-level domain ("TLD"). Bell is not responsible or liable for any inaccuracies or errors caused by the responsible domain name Registrar during the registration process. For greater clarity, the terms and conditions set out in this Schedule apply only to domain names registered through Bell DNS Service, or transferred to the Bell Service.

#### **3. Fees.**

Should Customer purchase Bell's Website Hosting Services in addition to Bell's Domain Name Registration Service, and the domain name registration Fees have been paid by Bell as part of a promotional offer to Customer for subscribing to Bell's Website Hosting Services, any cancellation the Website Hosting Service with Bell within 3 months of Customer subscription will result in Customer being charged and liable to pay, the domain name registration fee paid by Bell at the date of registering the domain name. Fees payable pursuant to this Section are non-refundable even if domain name registration is suspended, cancelled, transferred, or otherwise terminated prior to the end of Registrant's current registration term.

#### **4. Acceptance of Third-Party Terms and Conditions:**

Customer acknowledges and agrees that Bell is a reseller, not a domain name Registrar charged with maintaining a domain name registry, and as such Customer must (when purchasing a domain name using Bell DNS Service) read, understand, and agree to be bound by any terms and conditions stipulated by the applicable domain name registration authority or Registrar for that particular registry only. In particular:

(a) ".ca" Domains: The Canadian Internet Registration Authority ("CIRA") requires that all registrants of ".CA" domain names agree to the terms and conditions of the CIRA domain name registry and the CIRA domain name dispute resolution policy ("CDRP"). Copies of these terms are available here: [cira.ca/registration](http://cira.ca/registration) and here: [cira.ca/disputepolicy](http://cira.ca/disputepolicy). Customer's use of the Bell Service in any way involving Customer's registered domain name (specifically including using its username or login) constitutes its acceptance of the CDRP and the CIRA terms and conditions.

(b) ".com" and other TLDs: The Internet Corporation for Assigned Names and Numbers ("ICANN") and other domain name Registrars for TLDs require that all registrants of TLDs agree to the terms and conditions of the ICANN uniform domain name dispute resolution policy ("UDRP") in addition to the terms and conditions required by the respective domain name registries. A copy of the UDRP is available at: [icann.org/en/udrp/](http://icann.org/en/udrp/). Customer's use of the Bell Service in any way involving its registered domain name (specifically including using its username or login) constitutes Customer's acceptance of the ICANN UDRP and the relevant domain name Registrar's terms and conditions.

For additional TLD extension rules, please see [bellhosting.ca/tldrules](http://bellhosting.ca/tldrules). The TLD extension rules are provided for Customer's convenient reference only. Bell does not warrant the accuracy of this information. It is Customer's responsibility to ensure it meets all of the domain

name extension rules for all domain names it registers, as those rules are amended from time to time.

If you do not agree with the CIRA or relevant domain name Registrar's terms and conditions or agree to adhere to the CDRP or UDRP, as applicable, your sole remedy is to notify Bell immediately and Bell will cancel the applicable domain name registration and you will be subject to any applicable termination charges for such cancellation.

#### **5. Domain Name Availability:**

Registrant acknowledges and agrees that Bell cannot guarantee that the requested domain name will be obtained or is available for registration, despite any WHOIS or availability inquiries that might indicate availability.

#### **6. Premium Domain Names:**

Customer may purchase premium domain names using the Bell Service. Premium domain names are domain names currently registered to third-parties, but available for purchase through a variety of market channels, made available to Bell for resale to its Customers ("Premium Domain Names"). Customer is solely responsible for ensuring the Premium Domain Name does not infringe third-party rights, and acknowledges and agrees that any risk associated with purchasing the Premium Domain Name is Customer's sole responsibility. Bell makes no representation or warranty regarding the availability for use of Premium Domain Names, nor does Bell represent or warrant that the Premium Domain Names will not infringe third-party rights. Bell offers the Premium Domain Name service as a convenience only. Bell charges only the fee set by the current registrant of a Premium Domain Name, and does not add on any additional fees for the Bell Premium Domain Name Service. All applicable Registrar transfer fees are included in the selling price. Premium Domain Names are available for purchase online at [bell.ca/premiumdomain](http://bell.ca/premiumdomain) via authorized credit card only.

#### **7. Automatic Renewal.**

(a) **General:** Unless Customer notifies Bell a minimum of 30 days prior to the domain name expiration date, Bell will automatically apply to the relevant domain name Registrar for renewal of the domain name registration ("Automatic Renewal Service"). Customer may cancel the Automatic Renewal Service by written notice to Bell via email at [cesa@bell.ca](mailto:cesa@bell.ca) or by contacting Bell customer service.

(b) **Important Notice:** The Automatic Renewal Service is provided as a convenience only, and does not guarantee that the domain name registration renewal request will be submitted to or accepted by the relevant domain name Registrar. It is Customer's obligation to ensure that Customer's domain names have been effectively renewed by the relevant domain name Registrar.

(c) **Terms and Conditions:** All requests for domain name registration renewals are subject to compliance with the applicable domain name Registrar's terms and conditions, and are subject to the Agreement and applicable schedules or appendices.

(d) **Process:** Bell will attempt to renew the domain name registration by submitting a registration renewal request to the applicable domain name Registrar approximately 30 days before the date on which the domain name registration is set to expire. Bell will request that the Registrar renew the domain name registration for the greater of: (i) the time period specified in Customer's initial domain name registration; or (ii) the minimum domain name registration renewal period allowed by the domain name Registrar.

(e) **Other Services:** If a domain name registration renewal request is successful, Bell will automatically renew, for the same period of time as the domain name registration renewal, all of the related Bell Services specified in Customer's Automatic Renewal Service request that are then provided in connection with the renewed domain name (such as, for example, privacy shield services).

(f) **Notification:** After a domain name registration renewal request is processed by the domain name Registrar, Bell will attempt to send an email notice to Customer reporting on the result of the request.

(g) **Fees:** Applicable Fees for renewals of domain name registrations and related Bell Services at Bell's then-current rates will be charged to the credit card on file with us for the account. If a domain name registration and related Bell Services are automatically renewed, customer may cancel the renewed domain name registration and related Bell Services at any time, but the fees for the renewed domain name registration and related Bell Services are non-refundable.

(h) **Consequences of Non-Payment:** If the credit card information on file for the account is not current or is not accepted by Bell's payment processing service provider, Bell may in its sole discretion refuse to submit a request for the renewal of domain name registrations or refuse to renew any related Bell Services, all without prior notice to Customer, and as a consequence the domain name registration and related Bell Services may expire. It is solely Customer's responsibility to keep current the credit card and contact information on Customer's account.

(i) **Expiration/Cancellation/Transfer:** If a domain name registration expires, is cancelled or terminated, or is transferred from Bell to a third party Registrar, the Bell Services associated with that domain name may terminate immediately without any notice or liability to Customer or any other third-party. Without limiting the generality of the foregoing, if a domain name registration expires or is cancelled or terminated, Bell may in its sole discretion disable the DNS Service so that the domain name no longer resolves to a website or other Internet resource or direct the domain name to an IP address and website designated by Bell.

**8. Termination, Cancellation, Transfer or Suspension:**  
**In addition to the termination rights set out in the main body of the Agreement,** Bell and the applicable domain name Registrar reserve the right to terminate, cancel, transfer or suspend Customer's domain name registration in the following circumstances:

(a) if information provided by Customer is inaccurate, incomplete, unreliable, misleading, false or secretive, or if Customer has failed to maintain, update and keep Domain Name Account Information as defined in Section 11 current, complete, true and correct;

(b) if the maintenance of the domain name registration would put Bell or Registrar in conflict with the requirements of applicable laws (including, *inter alia*, applicable federal, provincial, territorial human rights legislation or the Criminal Code);

(c) as required by order or decision under ICANN's UDRP or CIRA's CDRP or an order, ruling, judgment or decision of a court, tribunal, board, administrative body, commission or arbitrator; or

(d) if Customer engages in activity which, in Bell's sole discretion, may bring or is designed to bring Bell or the Registry into disrepute or expose Bell or the Registry to prosecution or legal action or is contrary to Bell's AUP as updated from time to time.

**9. Domain Name Expiry and Deletion:**  
Customer's rights in and to a registered domain name are extinguished upon the expiry of the domain name registration. However, if Customer's domain name registration expires, Customer might have a limited period of time after the expiry date (the "**Grace Period**") to renew the domain name registration, depending on the applicable Registrar's policies and procedures. For the sake of clarity, Grace Periods, if any, vary by Registrar and/or extension. If Customer does not renew the domain name registration before the end of the Grace Period, if applicable, the domain name registration will be deleted and the domain name will be available for registration by any person on a first-come-first-served basis. During the applicable Grace Period, the domain name will be automatically pointed to a parking page designated by Bell. The duration of the Grace Period will depend upon the rules specified by the responsible domain name Registrar and Bell's implementation of those rules, and may change from time to time without notice to Customer. Information regarding the Grace Periods for domain names is available upon request from bell.ca or may be found in the rules and regulations of the responsible domain name Registrar. In some circumstances, it might be possible to redeem a deleted domain name within a limited period of time after the end of the Grace Period, but this will depend upon the rules specified by the responsible Registrar (including payment of additional fees). Upon request, Bell may, in its sole discretion reasonably assist you to attempt to redeem a deleted domain name upon payment of applicable service charges.

**10. Parking Page:**  
Customer hereby grants to Bell a non-exclusive, fully paid-up, royalty free right and license to use the registered domain name for the purposes of displaying a "**parking page**" until such time as Customer DNS resolves to Customer's active website.

**11. Customer Representations and Warranties:**  
Customer represents, warrants, and covenants as follows:

(a) any domain name requested, registered or used by Customer will not infringe upon any trademark, trade name, copyright, personality right or any other intellectual property right of a third party;

(b) Customer will adhere to the applicable domain name Registrar's dispute resolution policy and terms and conditions;

(c) all statements, contact information and account information provided when completing Customer's domain name application are current, complete, true and correct as required by the applicable registration process and shall be maintained and updated as such throughout the term of the domain name registration ("**Domain Name Account Information**");

(d) Customer's registration of the requested domain name is for a legitimate business purpose and Customer's domain name will not be used in bad faith; and

(e) Customer has all third-party authorizations and consents necessary to allow Customer to provide Bell with instructions and information, and permits Bell to use and disclose the information as required to provide Customer with the Bell Services in accordance with the Agreement.

**12. Customer Information/Privacy Shield:**  
When you, as Customer, purchase the Bell Service, you expressly consent and grant Bell permission to publicly disclose information, **in addition** to the information disclosed by Bell pursuant to Section 11 of the Terms of Service, regarding your Domain Name Account Information and your use of the Bell Service as deemed in Bell's sole discretion as appropriate, (including, without limitation, through a searchable database accessible to the public over the Internet or in bulk format to Registrars and other relevant third-parties). This consent also specifically applies to the public disclosure of the following *WHOIS* information relating to each domain name registered using the Bell Services: the registered domain name, the name, postal and email addresses and telephone, fax numbers of the Registrant, the Registrant's organization, and technical and administrative contacts, the full hostnames and Internet protocol addresses of the primary and secondary name servers and the corresponding names of those name server hosts, the domain name registration creation, modification and expiry dates, and the status of the domain name registration including whether it is locked, suspended or being transferred. For TLD's other than .ca, you are responsible for calling into the Bell help desk at 1-866-303-0332 (option#2) to request a privacy shield to hide your *WHOIS* information from public display. You acknowledge and agree that until such time as you call Bell to specifically request a privacy shield service, and Bell updates your file accordingly, your *WHOIS* information will be publicly disclosed. If you do not agree with this policy, your sole remedy is to cancel domain name registration Services with Bell. You will not be refunded any registration fees, and may be charged additional Termination Charges, if applicable.

**13. Interpretation and Precedence:**  
To the extent that this Schedule conflicts or is inconsistent with any term, condition, policy or procedure of an applicable registry, the term, condition, policy or procedure of the applicable registry shall prevail.

**SCHEDULE "D" TO UNREGULATED TERMS OF SERVICE – VOICE AND INTERNET (BUSINESS CUSTOMERS) ("Agreement")**

**BELL BUSINESS INTERNET FAX**

**1. General.**  
The Bell Business Internet Fax Service ("**Bell Business Internet Fax Service**" or "**Bell Service**") is provided to you as Customer by Bell in accordance with the Agreement and this Schedule. Capitalized terms not defined in this Schedule have the meanings given to them in the Agreement.

**2. The Service and Fees.**  
The Bell Service and applicable Fees are described within the web pages located at [bell.ca/internetfax](http://bell.ca/internetfax). Please review these pages as they outline the various characteristics of the Bell Service.

**3. Bell Business Internet Fax Service Usage. Bell Business Internet Fax Toll-Free Service Usage.**



As a Toll-Free Customer, you will receive a toll-free Bell Business Internet Fax Number from which you may receive faxes. You will be charged a monthly usage fee (as set forth [bell.ca/internetfax](http://bell.ca/internetfax)) based on the combined number of fax pages sent and received according to your subscribed plan. Additional pages both sent and received above your subscribed plan's monthly allotment will be charged per page at the overage rate displayed on [bell.ca/internetfax](http://bell.ca/internetfax). You will have the option to send faxes via the online fax management interface and to subscribe for additional services [bell.ca/internetfax](http://bell.ca/internetfax) subject to the terms and conditions of the Agreement.

#### 4. Storage of Faxes.

While you receive Bell Business Internet Fax Services, Bell will store fax messages sent and or received through your Bell Business Internet Fax online interface for a period of 1 year, measured from the date of receipt of each fax. These faxes are accessible through the Bell Business Internet Fax Management Interface. You acknowledge that Bell may change its practices and limitations concerning storage of fax messages, including without limitation, the maximum number of days that faxed messages will be retained, the maximum number of messages stored at any one time, and the maximum storage space that will be allotted on Bell' servers on your behalf, at any time. You further agree that Bell has no responsibility or liability whatsoever for the deletion or failure to store any fax messages and/or other communications maintained or transmitted by the Bell Service.

#### 5. Unsolicited Fax Advertisement/Spam Drop-Box Policy. Unsolicited Fax Advertisement Policy.

The transmission of unsolicited fax advertisements is illegal in the United States under the Federal Telephone Consumer Protection Act (<http://www.fcc.gov/cgb/consumerfacts/unwantedfaxes.html>) and pursuant to the CRTC's Unsolicited Telecommunications Rules (<http://www.crtc.gc.ca/eng/archive/2007/dt2007-48.htm>) and is also illegal under the laws of a number of other countries, states and provinces. Distribution of unsolicited fax advertisements through the Bell Business Internet Fax Services is prohibited. If you believe that you are in receipt of an unsolicited fax advertisement, we ask that you take the following two steps:

- (i) If the fax contains a telephone number, fax number, or other contact information to "unsubscribe" from receipt of additional junk faxes, please do so; and
- (ii) Please forward the spam fax by email to [spamabuse@bellfax.ca](mailto:spamabuse@bellfax.ca) to file a complaint with Bell by inserting the required information (fax number received from and date received) and including a copy of the offending fax.

You hereby acknowledge and agree that Bell, as owner of all Bell Business Internet Fax Numbers, has any and all rights to assert any and all legal claims available against any third party as a result of your receipt of any unsolicited faxes, and to the extent you do have any rights to bring any such claims, you hereby assign any and all such rights to Bell.

Because our Bell Business Internet Fax Numbers may be reassigned to other customers in the event your account is cancelled, and to ensure the best possible service for all customers, you are not permitted to "opt in" to receive spam faxes on your Bell Business Internet Fax Number.

(a) **Spam Drop-Box Policy.** Bell does not permit its customers to use their Bell Business Internet Fax Number as a "drop-box" for responses to email or fax spam offers. If you believe you are in receipt of email or fax spam that uses an Bell Business Internet Fax Number as a "drop-box" for responses, we ask that you take the following steps:

- (i) If the email or fax contains an email address, telephone number, fax number, or other contact information to "unsubscribe" from receipt of additional messages, please do so.
- (ii) If you are unable to successfully "unsubscribe," please forward the offending email to [spamabuse@bellfax.ca](mailto:spamabuse@bellfax.ca). We will investigate your complaint and determine if the fax/voicemail number referenced in the spam email or spam fax is a Bell Business Internet Fax Number. If it is, we will attempt to contact the customer and, if necessary and appropriate, terminate their Bell Business Internet Fax Service.

## SCHEDULE "E" TO UNREGULATED TERMS OF SERVICE – VOICE AND INTERNET (BUSINESS CUSTOMERS) (“Agreement”)

### BELL PRODUCTIVITY PAK SERVICE

#### 1. General.

The Bell Productivity Pak Service (the "**Bell Service**" or "**Bell Productivity Pak Service**") is provided to you as Customer by Bell in accordance with the Agreement and this Schedule. Capitalized terms not defined in this Schedule have the meanings given to them in the Agreement.

PRIOR TO ACCESSING THE BELL SERVICE, YOU MUST HAVE READ AND AGREED TO THE TERMS OF THE LICENSE AGREEMENT PROVIDED BY BELL'S SUPPLIER LOCATED [HERE](#) AND INCLUDED AS PART OF THE SOFTWARE APPLICATION.

**2. The Service and Fees.** The Bell Service and applicable Fees are described within the web pages located at [bell.ca/productivitypak](http://bell.ca/productivitypak). Please review these pages as they outline the various characteristics of the Bell Service.

#### 3. Customer Content.

In respect of any and all Customer content you elect to store using the Bell Service, you grant Bell a world-wide, royalty-free, nonexclusive, and restricted license to use, transmit, publicly display and perform such customer content solely to provide the services herein. Such license shall apply with respect to any form, media, or technology now known or later developed. You warrant that any moral rights that may exist in connection with content that you elect to post have been waived. With respect to any and all content you elect to store or transmit using the Bell Service, you agree that Bell may preserve and disclose any content associated with your account where required to do so by law or where such preservation or disclosure is reasonably believed by Bell to be necessary to ensure compliance with the law, enforce the terms of the Agreement or protect the rights and interests of Bell or any other person.

#### 4. Termination of Service.

The Bell Service will renew on a monthly basis as outlined in the main body of the Agreement, unless you provide to your Bell representative a written cancellation notice, and the Bell representative has acknowledged receipt of your written cancellation request. This request can be sent directly to [support@msx.bell.ca](mailto:support@msx.bell.ca) or to the Bell Client Centre.

## SCHEDULE "F" TO UNREGULATED TERMS OF SERVICE (BUSINESS CUSTOMERS) (“Agreement”)

### BELL BUSINESS VAULT SERVICE

#### 1. General.

The Bell Business Vault Service (the "**Bell Business Vault Service**" or "**Bell Service**") is provided to you as Customer by Bell in accordance with the Agreement and this Schedule. Capitalized terms not defined in this Schedule have the meanings given to them in the Agreement.

#### 2. The Service.

The Bell Service is described within the web pages located at [bell.ca/businessvault](http://bell.ca/businessvault). Please review these pages as they outline the various characteristics of the Bell Service.

Subject to Bell's acceptance of your registration and your compliance with the Agreement, Bell will establish 1 online data and file access and secure back-up account in your name on servers (the "**Servers**") made available by Bell or its authorized third party providers. If you qualify for and choose the trial option, or if you subscribe to the Bell Service, your account will allow you to (i) store up to a data limit, depending on the storage option and associated subscription fees you choose; (ii) retrieve data and files; and (iii) share digital content. Bell will not allow for storage space in your account to exceed the specified plan limit chosen by you. Bell shall make commercially reasonable efforts to notify you when storage space is approaching its limit.

#### 3. Fees.

Customer shall pay Bell the Fees for the Bell Services. Current Fees for the Bell Service are set forth at [bell.ca/businessvault](http://bell.ca/businessvault).

#### 4. Security of Stored and Shared Data and Files.

Bell will endeavour to restrict access to the data and files that you store, retrieve and/or share from your account to persons accessing

such data and files through use of your account or password. However, no password-protected system of data storage, retrieval and sharing can be made entirely impenetrable. Accordingly, you hereby acknowledge that it may be possible for an unauthorized third party to access, view, copy, modify and distribute data and files you store and/or share in your account. As the Bell Service utilizes the public Internet and third party networks to transmit data and files, Bell does not guarantee the security of any content or other information transmitted or shared to or from the Bell Service or your account. Your shared space is designed for sharing; as such, it is recommended that this component of the Bell Service should not include any of your confidential information. Any such use shall be at your sole risk and Bell, its affiliates and its agents and suppliers shall be relieved from all liability in connection therewith.

## SCHEDULE "G" TO UNREGULATED TERMS OF SERVICE (BUSINESS CUSTOMERS) ("Agreement")

### BELL BUSINESS INTERNET SECURITY AND BELL BUSINESS INTERNET SECURITY PACK

#### 1. General.

The Bell Business Internet Security Service ("**Bell Service**" or "**Bell Internet Security Service**") is provided to you as Customer by Bell in accordance with the Agreement and this Schedule. Capitalized terms not defined in this Schedule have the meanings given to them in the Agreement.

PRIOR TO ACCESSING THE BELL SERVICE, YOU MUST HAVE READ AND AGREED TO THE TERMS OF THE LICENSE AGREEMENT PROVIDED BY BELL'S SUPPLIER LOCATED [HERE](#) AND INCLUDED AS PART OF THE SOFTWARE APPLICATION.

#### 2. The Service and Fees.

The Bell Service and applicable Fees are described within the web pages located at [bell.ca/internetsecurity](http://bell.ca/internetsecurity). Please review these pages as they outline the various characteristics of the Bell Service.

#### 3. Bell Business Internet Security Pack.

If you have subscribed to Bell Business Internet Security Pack, the package includes Bell Business Internet Security and Bell Business Vault. The Terms of Service and Schedules pertaining to both Bell Services therefore apply. The Schedule containing the terms for the Bell Business Vault Service is located at Schedule "G".

#### 4. Updates.

Customer is responsible for installing updates and patches as requested by Bell or its third party providers.

## SCHEDULE "H" TO UNREGULATED TERMS OF SERVICE (BUSINESS CUSTOMERS) ("Agreement")

### BELL WEBSITE DESIGN AND MAINTENANCE SERVICES

#### 1. General.

The Bell Website Hosting, Design and Maintenance Services and Domain Name Management Services (the "**Bell Service**" or "**Bell Services**") is provided to you as Customer by Bell in accordance with the Agreement and this Schedule. Capitalized terms not defined in this Schedule have the meanings given to them in the Agreement.

#### 2. The Service and Fees.

The Bell Service is described within the web pages located at [bell.ca/websitedesign](http://bell.ca/websitedesign). Please review these pages as they outline the various characteristics of the Bell Service. Customer may only purchase the Website Design and/or Website Maintenance Services described in this Schedule if they have already purchased a Website Hosting Service through Bell, and a Domain Name Registration Service through Bell.

(a) Customer shall pay Bell the following Fees based on the Bell Services selected in the final package details ("**Final Package Details**"): (i) a monthly recurring Website Hosting Service fee; (ii) if applicable, a non-recurring Website design fee or a monthly recurring Website Design Service fee; and, (iii) if applicable, a monthly recurring Web Site Maintenance Service fee.

(b) Customer may also order additional services complimentary to its Website that also carry monthly recurring or one time fee structure. Such services will be ordered using the online web ordering tool.

(c) If after 60 days Customer's account remains outstanding, Customer's Website will go into 'archive' mode for a maximum of 2 months not guaranteed. If the account is not paid by the end of the archive period, Customer's Website will be erased from the archive. Bell will not be responsible for any errors, loss of information or any other mishap that may occur following the first non-payment. Retrieval of Customer's Website from the archive will be on a best effort basis. Users surfing to Customer's Website during the archive period will view an error or substitute message window until the account is settled. The message will be technical in nature (eg. Error, unavailable) but will not reflect the origin or reason of the cause.

#### 3. Termination.

Notwithstanding Sections 1 and 9 of the Terms of Service, Customer expressly agrees, with the intent that this paragraph overrides Section 9 of the Terms of Service, that where the Bell Service is on a 12 month Fixed Term, Customer may terminate the Bell Service without cause prior to the end of the 12 month Fixed Term by giving Bell 30 days prior written notice, however, Customer will also be responsible for paying in full the remaining amount owing on the 12 month Agreement. If Customer terminates the Bell Service as a result of a material change in the Bell Services by Bell, Customer shall not be required to pay any remaining balance owing on the Fixed Term, but Bell will not refund any Fees paid in advance for the unexpired portion of the term. Where the Website Design Service is terminated before the Created Website has been accepted, any payments for such Bell Service not paid as of the date of termination shall become immediately due and payable. All Fees which are due and payable under this Section 3 upon termination represent a reasonable estimate of Bell's damages and not a penalty.

Bell reserves the right to delete any and all information in Customer's account including the order processing information, databases, mailing lists and any Web pages that were generated by the Bell Service, upon termination of Bell Service.

#### 4. Dealings with Third Parties.

Customer acknowledges and agrees that its correspondence or business dealings with any third parties, including any merchants, customers or advertisers, found on, or through, Customer Website or any of the Bell Services, including payment for and delivery of related goods and services, and all other terms, conditions, representations and warranties related to such dealings, are solely as between Customer and such third parties. Neither Bell nor its third party providers assume any responsibility whatsoever for any charges Customer or any user of Customer's Website may incur when making purchases or other transactions in this manner. Further, the responsibility for ensuring compliance with all applicable laws in connection with any such transactions shall be Customer's alone. In addition to the Limitations on Liability found in the main body of the Agreement, Customer agrees that neither Bell nor its third party providers shall 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, any of such dealings or transactions.

#### 5. Website Design Services

(a) If Customer selects Website Design Service in the Final Package Details, Bell shall use reasonable efforts to furnish to Customer a website that meets the requirements outlined in the Website Specification (as defined below) provided to Bell by Customer ("**Created Website**") within the Design Timeline (as defined below) for a standard 5 page web site, provided that Customer does not request additional changes, modifications, customized designs or similar non-standard work ("**Custom Modifications**"). If Customer requests Custom Modifications, Bell shall furnish to Customer the Created Website at a time designated by Bell. Such Custom Modifications may be subject to additional terms and conditions and charges, provided by Bell at the time of Customer requesting such Custom Modifications, based on the nature of the Custom Modifications being requested. The following definitions shall have the meanings set out below:

"**Website Specification**" means the specifications requested by Customer as set out on the electronic form completed and submitted by Customer to Bell, including contact and billing information, Website Content, and Website Design Criteria.

"**Website Content**" means all content or information (including, without limitation, any text, music, sound, photographs, video, graphics, data, or software), trademarks, trade names, trade styles, logos and other intellectual property in any medium, provided by Customer to Bell.

**"Website Design Criteria"** means the website template selected by Customer, whether Customer is requesting a standard website design or a website design with Custom Modifications, and specifications of Custom Modifications, if applicable.

**"Website Design Services"** means the services provided by Bell and its third party providers to develop a Website.

**"Website Template"** means any of the available standard templates (including any images, designs and audio clips) provided by Bell for a Created Website that Customer may choose from for its Created Website.

(b) **Proprietary Rights.** Title to any Website Templates provided as part of the Website Design Service, including all related software, hardware and documentation provided by Bell and used by Customer or its end users hereunder shall at all times remain with Bell or its third party providers. Customer and its end users hereby acknowledge that they do not acquire any title or property rights in such Website Templates or the intellectual property related thereto. Bell hereby grants to Customer a non-exclusive, perpetual, royalty-free, non-transferable right to use the Website Templates in connection with Customer's Website. Customer shall not reproduce, modify, reverse engineer, or create derivative works of the Website Templates except as performed or authorized by Bell. Customer shall retain all ownership rights, title and interest in the Created Website and the Website Content. Customer grants to Bell and its third party providers, individually and jointly and for the term of the Agreement, a non-exclusive, worldwide, royalty-free license to use, copy, adapt, transmit, publicly display and perform, distribute and create compilations and derivative works of the Created Website and all Website Content in connection with the provision of the Bell Service. Such license shall apply with respect to any form, media, or technology now known or later developed and shall terminate upon the expiration or termination of the Hosting Service.

(c) If Customer wishes to order additional Bell Services or make a change to the Bell Services:

(i) Customer shall submit to Bell a change request in writing detailing the change requested;

(ii) Bell will respond to Customer in writing within 7 days of receipt of the change request, stating whether the change may be made, and if so, specifying the estimated cost and time required to implement the change and the impact, if any, of the change on the Bell Services;

(iii) Customer shall respond to Bell in writing within 7 days of receipt of Bell's response by either advising Bell to proceed with the change based on the estimated cost and time schedule specified in Bell's response or by withdrawing the change request. For greater certainty, if Bell does not receive Customer's response in this time frame, Bell shall deem the change request to have been withdrawn.

(iv) to the extent any additional services are ordered or changes to the Bell Services are made, additional Schedules or revised Schedules, as the case may be, shall be added to and become a part of the Agreement, and such services shall be provided in accordance with the terms and conditions of the Agreement.

(d) **Provision Of Website Content.** Based on a consultation between Customer and a Bell or third party provider design consultant, Customer will work to provide the consultant with the Website Content that it wishes to have published to the Created Website. Customer can provide text and images that they wish to use on the Created Website. Once the Website Content has been collected, Customer may upload the Website Content to the web-based **"Docket Management System"** through a user account that is provided by the consultant. Customer's obligations with respect to the Created Website design process are provided in more detail [here](#) (the **"Roles and Responsibilities Document"**). The Roles and Responsibilities Document also outlines the Created Website design project timelines (the **"Design Timeline"**).

(e) **Review of completed created website.** Customer is notified once the Created Website is complete and is directed to where it is temporarily deployed. Once approved by Customer, the Created Website is then deployed to Customer's URL.

(f) **Deemed Acceptance.** The Created Website shall be deemed accepted by Customer at the end of the Design Timeline (provided that the Design Timeline shall be extended by each business day that Bell or its third party providers is delayed in complying with its responsibilities set out in the Design Timeline). Any further changes to the Created Website required after deemed acceptance shall be addressed during the 30 day minor changes period that follows the Design Timeline.

(g) **File Uploads.** For the upload of files and Website Content on Customer's hosting space, Customer must retain a copy of the Website. Customer is entirely responsible for the upload and maintenance of the Website Content.

(h) **Scripts.** The scripts are entirely Customer's responsibility, i.e. provisioning, upload, management and troubleshooting (unless server related). Customer may use its own scripts on the server without Bell approval. If the scripts are in any way affecting Bell's or its third party providers' system or servers, Bell reserves the right to disable the scripting, upon which Customer will be notified. Customer must then recode the script and prove to Bell that the script will not negatively impact the server. Upon confirmation, Bell will then re-enable the script. If the problem persists, services will be terminated for Customer and will not be re-enabled. More specifically, if a script is found to over-utilize the server in any way, CGI access will be disabled and the scripts will be rendered useless. It is then the responsibility of Customer to fix the script and prove that there has been a change. Once Bell receives the details of changes in writing, Bell will turn the scripting back on (usually takes about 3 days). If the script is not fixed, CGI access will be turned off indefinitely. Scripts should be enabled to access files or directories within their own root level. Nothing will be **"registered to the server"** under any circumstance. If a script does not work because of calling outside its directory, Bell will not assume responsibility or offer aid: it is Customer's responsibility to troubleshoot the script.

## 6. Created Website Maintenance Services

**"Website Maintenance Services"** means the services provided by Bell and its third party providers in maintaining the Created Website and the Website Content.

(a) **Help Desk Support.** If Customer requires help desk support from Bell, Customer should call 1-888-822-2355 and inform the operator of the nature of the problem. Bell help desk representatives will make reasonable efforts to contact Customer during 9am to 6pm (EST) on the next business day to help resolve the issue. Bell reserves the right, in its sole discretion, to alter the help desk support hours of operations.

(b) **Created Website Maintenance Services.** Unless specified otherwise in the Final Package Details, Created Website Maintenance Services are on a 12 month term. Created Website Maintenance Services consists of 12 hours of consultation time and project build time per 12 month term. Unused hours cannot be carried over into the next 12 month term, if Customer enters into another 12 month term. Excess hours are billed at Bell's then current hourly rates for such service. Time will be deducted from the 12 hours by the minute based on call time, e-mail composition time and development time. The following are types of activities that the 12 hours can be used towards:

(i) Image changes/additions

- (1) swap;
- (2) resize;
- (3) crop to fit Website Template elements; and
- (4) converting file types – content changes/additions;

(ii) Website Template modifications

- (1) colour palettes;

(iii) Adding simple elements to the template pages (banners; callouts)

- (1) colour modifications to the Website Template;
- and
- (2) flash edits;

(iv) only supported under full or partial; and

(v) basic text changes, font manipulation, copy links  
(1) font changes

(vi) Size; and

(vii) Font type  
(1) adding items to an online store; and  
(2) adding photos to an existing gallery.

## BELL BUSINESS INTERNET AND VALUE ADDED SERVICES – ACCEPTABLE USE POLICY

### Introduction

Bell Canada ("Your Service Provider") is committed to being a responsible network citizen. To assist Your Service Provider in protecting the usefulness and enjoyment of the Internet, you agree to abide by the terms of this Acceptable Use Policy (the "AUP"). Any violation of this AUP will constitute a violation of the terms of your Service Agreement and may result in the termination of such Service Agreement and/or suspension of your Service thereunder.

If you have any questions about this AUP, do not hesitate to contact Your Service Provider via email at [abuse@bellnet.ca](mailto:abuse@bellnet.ca)

For the purposes of this AUP, "Internet host" means any computer or electronic device connected to the Internet. Terms not otherwise defined in this AUP will have the meanings set out in the Service Agreement.

### General

Your Service is solely for commercial use; without limitation, you may not use the Service or any equipment provided in connection with the Service for operation of an Internet service provider's business.

Harassing or abusive language or actions, whether verbal, written or otherwise, of Your Service Provider's employees, suppliers, agents and representatives is strictly prohibited and will not be tolerated.

You are prohibited from using the Service for activities that include, but are not limited to:

- Transmitting unsolicited messages which, in the sole judgement of Your Service Provider, cause significant disruption or elicit complaints from other Internet users.
- Restricting or inhibiting any other user from using or enjoying the Internet, impairing the operations or efficiency of the Service or creating an unusually large burden on our networks or otherwise generating levels of Internet traffic impeding other users' ability to transmit or receive information.
- Posting, transmitting or otherwise distributing information constituting or encouraging conduct that would constitute a criminal offence or give rise to civil liability, or otherwise using the Service in a manner which is contrary to law or would serve to restrict or inhibit any other user from using or enjoying the Service or the Internet.
- Posting or transmitting messages constituting "spam", which includes but is not limited to unsolicited e-mail messages, inappropriate postings to news groups, false commercial messages, mail bombing or any other abuse of e-mail or news group servers.
- Reselling bandwidth or any other part of the Service, including without limitation IP addresses, provided by Your Service Provider.
- Harassing users or groups in any way including but not limited to defaming, abusing, stalking, threatening or otherwise violating the legal rights of others.
- Impersonating other Business Internet subscribers or other Internet service providers' subscribers in any way.
- Uploading or downloading, transmitting, posting, publishing, disseminating, receiving, retrieving, storing or otherwise reproducing, distributing or providing access to information, software, files or other material which (i) are protected by copyright or other intellectual property rights, without prior authorization from the rights holder(s); (ii) are defamatory, obscene, child pornography or hate literature; or (iii) constitute invasion of privacy, appropriation of personality, or unauthorized linking or framing.
- Falsifying or deleting any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file.

- Transmitting, posting, publishing, disseminating, receiving, retrieving, storing or otherwise reproducing, distributing or providing access to any files, program or information designed to assist users in defeating copy-protection, registration and any other anti-theft mechanisms associated with commercial or shareware programs.
- Transmitting, posting, receiving, retrieving, storing or otherwise reproducing, distributing or providing access to any program or information designed to assist in the fraudulent use of telecommunications services.
- Using an Internet host's resources in a manner which is not authorized by its administrators. This includes mail relaying, transmitting chain letters, make-money-fast or pyramid style schemes of any sort.
- Posting or transmitting any information or software which contains a virus, "cancelbot", "trojan horse", "worm" or other harmful or disruptive component.
- Transmitting, posting, receiving, retrieving, storing or otherwise reproducing, distributing or providing access to any program or information constituting or encouraging conduct that would constitute a criminal offence or give rise to civil liability.
- Violating or breaching any applicable laws and/or regulations.

### Electronic Mail

The Business Internet Mail service, as further described in your Service Agreement, is for your business use. You may not sublicense, distribute, transfer, or sell the Business Internet Mail service or any portion thereof.

You agree to use the Business Internet Mail service only to send and receive messages and material that are proper. In addition to the general terms set out above, and by way of example, and not as a limitation, you agree that when using the Business Internet Mail service, you will not:

- Use such service in connection with pyramid schemes, spamming or any unsolicited messages (commercial or otherwise).
- Restrict or inhibit any other user from using or enjoying such service.
- Create a false identity for the purpose of misleading others or forge the headers of your email messages in any way.
- Use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory of users of such service or other user or usage information or any portion thereof.
- Promote or facilitate the transmission of unsolicited email messages.
- Attach an excessively long signature to your messages.
- Send messages to disrupt or cause difficulties in receiving other email.

In the event that you maintain one or more bulk "opt-in" email lists, you must have a method of confirmation of subscriptions and be able to provide such information when requested by Your Service Provider. At the discretion of Your Service Provider, if no such evidence is available, such bulk emailings may be considered as unsolicited.

Your Service Provider reserves the right, in its sole discretion, to set an upper limit on the number of recipients of customer initiated email, the number of subscribers on a customer's bulk "opt-in" email lists, and the number of messages a customer may send or receive through the Business Internet Mail service.

Neither Your Service Provider or any of its suppliers has any obligation to monitor the Business Internet Mail service. However, Your Service Provider and its suppliers reserve the right to review materials sent through such service, and to remove any materials in

their sole discretion. Your Service Provider, in its sole discretion, may terminate your access to the Business Internet Mail service at any time, without notice.

Your Service Provider and its suppliers reserve the right at all times to disclose any information as they, in their sole discretion, deem necessary to satisfy any applicable law, regulation, legal process or governmental request. Your Service Provider and its suppliers further reserve the right at all times to edit, refuse to post or to remove any information or materials, in whole or in part, in their sole discretion.

### **Newsgroups / Discussion Forums**

In addition to the general terms set out above, while posting to newsgroups or any other discussion forum, you are prohibited from conducting activities that include, but are not limited to:

- Posting binary or excessively large files of any kind, unless expressly permitted by the charter or FAQ of the applicable newsgroup or discussion forum.
- Posting substantially identical messages to more than 10 newsgroups.
- Attaching an excessively long signature to your messages.
- Forging the headers of your postings in any way.

Newsgroup and forum postings must comply with each newsgroup's or discussion forum's respective charter or FAQ.

### **Internet Relay Chat ("IRC")/Chat**

In addition to the general terms set out above, while using IRC or any other chat service, you are prohibited from conducting activities that include, but are not limited to:

- Sending messages that include advertisements or commercial content of any kind in an unsolicited matter.
- Attempting a Denial of Service attack either automated via a bot or manually conducted.

Additionally, while using an IRC Server or any other chat service, you must be in full compliance with the rules and regulations set out by the server administrator.

### **Network / Security**

In addition to the general terms set out above, you are prohibited from using the Service for activities that include, but are not limited to:

- Sharing of your Account UserID and password for the purpose of concurrent login sessions from the same Account.
- Causing an Internet host to become unable to effectively service requests from other hosts.
- Analyzing or penetrating an Internet host's security mechanisms.
- Forging any part of the TCP/IP packet headers in any way.
- Committing any act which may compromise the security of your Internet host in any way.

As further set out in your Service Agreement, you are solely responsible for the security of your system and Account. Your Service Provider will offer full co-operation with law enforcement agencies in connection with any investigation arising from a breach of this AUP.

In the event that numerous complaints are received by our staff in regards to any breaches of this AUP, at the discretion of Your Service Provider, a processing fee per complaint received, in addition to an administration fee, may be applied to your Account.