

Service Agreement – Bell Internet Optimax services

Notice: This Service Agreement was last updated on August 22, 2010. If you are not viewing this agreement online, please check www.bell.ca/agreements for the most current Service Agreement.

READ CAREFULLY. THIS SERVICE AGREEMENT IMPOSES OBLIGATIONS UPON YOU.

1. General. The Bell Internet Optimax 16, Bell Internet Optimax 12, Bell Internet Optimax 10 and Bell Internet Optimax 7 Internet services (the particular service you subscribe to being referred to herein as the "**Internet Service**") are residential Internet services further described in Section 6 below, provided by Bell Canada ("**Your Service Provider**") to you throughout the duration of this Service Agreement, which includes your Initial Service Period (defined in Section 3), if any, and continues after the end of the Initial Service Period as further described in Section 4 until you give Your Service Provider notice of termination in accordance with Section 4 or until Your Service Provider terminates this Service Agreement as permitted herein (the "**Term**"). Your Service Provider may offer to you certain optional services, including without limitation safety and security features and communications tools, for use in connection with the Internet Service ("**Value-Added Services**"). For the purposes of this Service Agreement: (i) "**Service**" means, collectively, the Internet Service and any Value-Added Service(s) that you have selected and are receiving; and (ii) "**you**" or "**yours**" means and refers to you, the subscriber to the Service, and every person that you authorize to use the Service.

This service agreement is a binding agreement between you and Your Service Provider and it is deemed to include, and incorporates by reference, the Acceptable Use Policy (set out at the end of this document), and, to the extent permitted by applicable law, the Customer Acknowledgement (provided on installation), any pre-authorized payment authorization form, any invoice terms, any order form or verification of order form, any anti-spam related documents and agreements (including without limitation the Anti-Spam Filtering Agreement applicable to the Service located at www.bell.ca/agreements), any Software License Agreement(s) (as defined in Section 9) for software provided to you in connection with the Service, any additional terms and conditions applicable to the Value-Added Services ("**Value-Added Services Terms and Conditions**"), any additional terms and conditions applicable to the Bell Modem Kit (as defined in Section 20), and any additional terms, conditions, policies, practices, agreements and documents which may be referenced herein or therein, provided to you in connection with the Service or to which you may be directed when registering for, installing or using the Service, each as they may be amended or provided to you from time to time (collectively, the "**Service Agreement**"). The Service Agreement constitutes the entire agreement and understanding between you and Your Service Provider with respect to the provision of the Service and the Bell Modem Kit and will supercede and replace all prior agreements, understandings and representations, written or oral, regarding the Service and the Bell Modem Kit. With respect to the Service and the Bell Modem Kit, unless expressly stated otherwise, to the extent of any conflict or inconsistency between Sections 1 through 24 (inclusive) of this document and any other document forming part of the Service Agreement, Sections 1 through 24 (inclusive) of this document will prevail. With respect to the Value-Added Services, unless expressly stated otherwise, to the extent of any conflict or inconsistency between any Value-Added Services Terms and Conditions and any other document forming part of the Service Agreement, the Value-Added Services Terms and Conditions will prevail.

This Service Agreement sets out duties and responsibilities associated with providing you with the Service through a designated account (the "**Account**"). You are solely responsible for all access to and use of the Service through your Account, including any breach of the Service Agreement, by you or any user of your Account. If you do not wish to be bound by the terms and conditions of this Service Agreement, and pay the fees, charges, taxes and expenses associated with the Service, you may not access or use the Service.

2. Conditional Use of the Service. You are solely responsible for all access to the Service through your Account. By accessing and using the Service or otherwise agreeing to be bound by any of the terms and conditions of the Service Agreement, you agree to the terms and conditions contained in this Service Agreement, including without limitation the provisions regarding fees, charges and expenses herein, and you further agree to comply with and use the Service and the Equipment (as defined in Section 20) in accordance with the Service Agreement (including the Acceptable Use Policy) and all applicable laws. Without limiting the foregoing, you may not sell, market, provision, resell, re-market, directly or indirectly transfer, distribute or in any way exploit any portion of the Service. Furthermore, you may not use the Service, or permit, assist or allow the Service to be used, for any abusive purpose or in any way that damages Your Service Provider's property or interferes with or disrupts the Service, Your Service Provider's network or other users. You agree to indemnify and hold Your Service Provider, its affiliates, agents and suppliers harmless from all liabilities, expenses and other amounts related to any violation of this Service Agreement by you or any user of your Account, or in connection with your or their use of the Service, including without limitation, the Equipment.

3. Fees and Charges. You agree that the Service is provided to you subject to your payment of, and you will pay, the monthly service rates, applicable usage charges, installation fees, activation fees, the purchase price of the Bell Modem Kit, if applicable, any other fees and charges, and all applicable taxes relating to or associated with the applicable Service offering, together with all rates, charges and fees identified or made available to you upon placing your order for the Service or as otherwise identified or made available to you by Your Service Provider from time to time, all to the extent permitted by applicable law (collectively, the "**Service Fees**"), which Service Fees may be amended by Your Service Provider from time to time. For current rates and fees, go to www.bell.ca/internetaccess. Please note that rates and fees posted on the above-mentioned website do not include applicable taxes or any long distance or other charges. Service Fees and charges for partial months of Service use will be prorated, except upon cancellation of the Service by you as provided in Section 4 of this Service Agreement.

If your subscription to the Service is subject to an initial commitment period of two (2) years or longer, within the Term, as selected by you upon subscribing to the Service or from time to time thereafter (the "**Initial Service Period**"), a portion of your Service Fees otherwise owing in consideration of the Service provided by Your Service Provider during the Initial Service Period may be discounted or deferred during the Initial Service Period. If, however, during the Initial Service Period, you cancel the Service or Your Service Provider terminates for your breach of this Service Agreement, you shall pay to Your Service Provider an additional amount of \$100 (or such other amount identified to you prior to your subscription to such contracts), plus all applicable taxes, in respect of the Service provided by Your Service Provider during the Initial Service Period, all to the extent permitted by applicable law. Your Service Provider may waive the discounted or deferred Service Fees if during the Initial Service Period you migrate to another Bell Internet service offered by Your Service Provider with monthly fees no lower than those associated with the Service you originally subscribed to and for a duration at least as long as your original Initial Service Period.

In the event Your Service Provider fails to bill you or underbills you for a charge, you will not be responsible for paying the previously unbilled or underbilled charge except where you are correctly billed within a period of one (1) year from the date the charge was incurred.

Invoices for the use of the Service are issued monthly and are available by accessing the View Bill Online at www.bell.ca/myinternet. Unless otherwise stated, the total amount is due and payable on the bill date. A late payment charge at the rate of 3% per month (42.58% per annum), which rate is subject to change by Your Service Provider from time to time, will be applied from the bill date when payment has not been received by Your Service Provider before the following bill date. You have the option to pay for the Service by credit card or by pre-authorized payment acceptable to Your Service Provider. By providing such information, you expressly authorize

Your Service Provider to charge your credit card (and any replacement credit card) or use the pre-authorized payment method to collect any outstanding amounts owing during the Term under the Service Agreement or under any other agreement, or otherwise owed to Your Service Provider.

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

- i. your credit card is not valid or your bank account is closed;
- ii. you have revoked Your Service Provider's authorization to make withdrawals; or
- iii. Your Service Provider cannot reach you or access your monetary funds to get paid for the Service provided,

Your Service Provider will be entitled to terminate the Agreement or suspend the Service, upon which termination or suspension you will become liable for all applicable termination and other fees.

In order to offset its additional processing costs, to the extent permitted by applicable law, Your Service Provider 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 to having a balance over your credit limit; returned or rejected payments; changes in personal identifier information; or suspension, disconnection or reactivation of Services. All administrative charges charged to you are part of the Service Fees you owe to Your Service Provider under this Service Agreement.

4. Cancellation or Termination of the Service. Your order for the Service will be confirmed and you will have entered into a binding contract with Your Service Provider when: (i) you submit your online, door-to-door or retail outlet order, as applicable and it is received and confirmed by Your Service Provider by email or other form; or (ii) your phone order is confirmed by email or other form; provided however that your Service Provider in its sole discretion may reject any order for the Service described in either of (i) or (ii) within ten (10) business days from the submission of your order for the Service. If you wish to cancel your order, please call 310-SURF (310-7873).

Once activated, the Service may be cancelled by you by calling Your Service Provider at the number listed in the preceding paragraph. If you cancel your Service, your charges will not be pro-rated for the billing period in which you cancel, and your Account will be terminated thirty (30) days from the date of notice of cancellation to Your Service Provider. Your Account will be charged the regular Service Fees, the discounted or deferred Service Fees (as set out in Section 3 above), if any, and any other applicable fees and charges, plus all applicable taxes, for that 30-day termination period.

If you cancel the Service prior to the end of the Initial Service Period as a result of a material change in the Service, the discounted or deferred Service Fees (as set out in Section 3 above) will be waived by Your Service Provider. For greater certainty, changes to Service Fees are not a material change to the Service.

Until cancelled or terminated as provided in this Service Agreement, the Term and this Service Agreement will continue. Following the expiry of any Initial Service Period, this Service Agreement will continue on a month-to-month basis at Your Service Provider's then-applicable terms, conditions and rates, until cancelled or terminated as provided herein.

5. Termination and Account Suspension by Your Service Provider. Your Service Provider, in its sole discretion, may terminate this Service Agreement upon thirty (30) days notice, or such longer period as may be required by applicable law, or suspend the Service at any time

upon notice to you. To the extent permitted by applicable law, Your Service Provider, in its sole discretion, may (a) charge additional service fees, (b) cancel, suspend or restrict the Service and your Account (without any reduction in your monthly Service Fees applicable to the Service), or (c) terminate this Service Agreement, at any time without notice, if:

- i. the operations or efficiency of the Service is impaired by the use of your Account or the Service;
- ii. any amount is past due from you to Your Service Provider; or
- iii. there has been or is a breach of any term or condition of this Service Agreement or of any document or policy forming part thereof (including without limitation the Acceptable Use Policy), by you or any other user;

If Your Service Provider terminates for your breach of this Service Agreement, you may be charged the discounted or deferred Service Fees (as set out in Section 3). If your Account is suspended and the outstanding problem has not been resolved within eight (8) days from the date of suspension, the Service may be discontinued, in which case the then applicable installation and/or activation fee will apply if you wish to resume your subscription to the Service.

Your Service Provider will have no responsibility to notify any third party providers of services, merchandise or information of the termination or suspension of your Account, Service or this Service Agreement. Termination of this Service Agreement or suspension of your Account and Service will not relieve you from any Service Fees, any discounted or deferred Service Fees (as set out in Section 3), or other fees and charges owing or other liability accruing hereunder prior to the time that such termination or suspension becomes effective.

6. The Service. The Service you subscribe to is the particular residential Internet service identified to you upon your placing an order with Your Service Provider. The following is a general description of services provided by Your Service Provider, which services are subject to change in accordance with Section 10.

The **Bell Internet Optimax** service includes:

- i. a high speed Internet connection that corresponds to the tier of Service ordered, namely one of Bell Internet Optimax 16, Bell Internet Optimax 12, Bell Internet Optimax 10 or Bell Internet Optimax 7;
- ii. depending on the particular Service offering available to and selected by you: (A) unlimited bandwidth usage; or (B) bandwidth usage with a limit on the combined download (from the Internet to you) and upload (from you to the Internet) bandwidth activity. In the case of (B), this limit will be identified to you prior to or upon placing an order with Your Service Provider or will be communicated or made available to you by Your Service Provider from time to time. An additional charge will apply for bandwidth activity that exceeds this limit which will be identified to you prior to or upon placing an order with Your Service Provider or will be communicated or made available to you by Your Service Provider from time to time. It is your responsibility to monitor and manage your monthly download and upload bandwidth activity. To allow you to monitor your monthly upload and download bandwidth activity, the Internet Usage Tracker is available after you login at www.bell.ca/myinternet;
- iii. Web mail access;
- iv. 5 megabytes of personal webspace;
- v. 1 dynamic IP address;
- vi. anti-spam filtering;
- vii. Bell Internet customized Microsoft™ Internet Explorer Software;
- viii. 10 hours of dial access, where technology permits, with each additional hour billed at an additional charge (plus applicable taxes and long distance charges);
- ix. Bell Internet service technical support package described below; and

- x. the email package described below.

Email:

You will have access to the Bell Mail service. You will be required to use Windows Live™ ID (formerly known as Microsoft™ Passport) in conjunction with the use of your email. Use of Windows Live™ ID (formerly known as Microsoft™ Passport) is governed by its own terms of use, which terms of use are located at www.bell.ca/agreements. It is your responsibility to ensure that you review and agree to such terms of use.

For New Customers:

Customers of the Service who are not former Bell Internet customers will have the option of receiving Bell Internet Mail enhanced by MSN or Bell Internet Mail enhanced by MSN Premium as described in (ii) and (iii) above. Additional charges may apply.

Included Bell Internet Service Technical Support:

The Service will include general technical support, 24 hours a day, 7 days a week. For those support issues that cannot be resolved by Your Service Provider's general technical support staff, additional, and more specialized, technical support will be available from 8 AM to Midnight, 7 days a week.

Questions and problems arising from the installation, operation and use of software and hardware, other than in relation to the basic connectivity to the Service through supported browsers and supported email software on systems meeting the minimum system requirements, are outside the scope of Bell Internet Service Technical Support and any such out-of-scope support will be provided only in Your Service Provider's sole discretion. From time to time, Your Service Provider may refer you to third parties and third party websites, including without limitation for training, support, maintenance, hardware and software. You understand and agree that all such references are provided as a courtesy only, are without guarantee, are used at your sole risk, and that Your Service Provider, together with its affiliates, agents and suppliers, will not be liable for, and hereby disclaim all liability for, such referrals, third parties and their websites, products and services and any damages arising therefrom.

You may be eligible to receive, at extra cost, additional telephone technical support in regards to additional applications not supported through the included Bell Internet Service Technical Support. Details of such additional support, and of the terms and conditions thereof, are available from Your Service Provider at 310-SURF (310-7873).

7. Service Availability. The Service is only available for use in Ontario and Quebec where technology permits and on Bell Canada residential telephone lines. The Service may be available on residential telephone lines supplied by other local exchange carriers which use local loop (telephone line) facilities from Bell Canada. A maximum of two (2) Service connections per residential address is permitted. You acknowledge and agree that Your Service Provider will conduct a telephone number check upon your placing an order, which will be used only as a preliminary, geographical check to determine if the Service is available in your geographical area. Due to the nature of the Service technology, Your Service Provider reserves the right to deem the Service unavailable to you up to, including, and after the installation. To the extent permitted by applicable law, Your Service Provider assumes no liability whatsoever for any claims, damages, losses or expenses arising out of or otherwise relating to the unavailability of the Service in your geographical area, even where such unavailability occurs after installation of the Service.

8. Minimum System Requirements and Your Equipment. It is your responsibility to ensure that your computer system, including without limitation, your Equipment, meets the current minimum system requirements made available to you by Your Service Provider and indicated at www.bell.ca/minreq, as being necessary to use the Service. From time to time, the minimum system requirements may change, and you will be duly notified of any such change in

accordance with Section 10 of this Service Agreement. Your Service Provider reserves the right to upgrade its network or make other changes at any time without notice which could result in the inoperability, inadequacy or incompatibility of your computer system, including without limitation, your Equipment. Accordingly, unless you update your computer system, including without limitation, your Equipment, it may cease to be adequate to access the Service. In such event, your sole remedy will be to terminate this Service Agreement, in accordance with Section 4 hereof.

9. Software and Documentation Supplied. You require use of an Internet browser to use the Service. You will receive a copy of Microsoft™ Internet Explorer software.

Any software or documentation supplied by Your Service Provider, its agents and/or suppliers, or otherwise made available for your use in connection with the Service under this Service Agreement, will remain the property of Your Service Provider, its agents and/or suppliers, as applicable. You will take appropriate steps to protect same against loss or damage. The use by you of any such software and documentation in connection with the Service will be subject to the terms and conditions of an associated software license agreement or terms of use (the “**Software License Agreement**”). It is your responsibility to ensure that you review and agree to the terms and conditions of the applicable Software License Agreements, including without limitation the Software License Agreement applicable to Microsoft™ Internet Explorer, before installing or using the software or documentation. Unless otherwise provided in the applicable Software License Agreement, all Software License Agreements will terminate upon termination of this Service Agreement.

10. Changes; Amendments. To the extent permitted by applicable law, Your Service Provider may modify the Service, this Service Agreement, including any other document that forms part thereof, at any time and from time to time, with or without your consent or authorization, including but not limited to modification or amendment of Service Fees or modification, amendment or termination of any Service feature. To the extent required by applicable law, Your Service Provider will give you not less than thirty (30) days notice in advance of the effective date of any amendment or change to this Service Agreement or of any material change to the Service by posting notice of such change at www.bell.ca/agreements, by sending you notice via email to your Bell Internet parent email address or to another email address provided by you to Your Service Provider (in which case it is your responsibility to ensure that such email address remains current at all times) or by using any other notice method that will likely come to your attention. To the extent required by applicable law, such notice shall set out the effective date of the amendment or change, the revisions being made to this Agreement or any other related agreement, if applicable, and your remedy in connection with such amendment or change as set out in the last sentence of this paragraph. You agree to go to www.bell.ca/agreements periodically and to review this Service Agreement to be aware of such modifications. Nothing in this Service Agreement shall be construed as obligating you to accept receipt of the Service after any amendment or change is made to the Service or this Service Agreement; however, your sole remedy in the event that you do not wish to accept such amendment or change (and, if you reside in the province of Quebec, only where such amendment or change increases your obligations or reduces Your Service Provider’s obligations) shall be to refuse the amendment or change and cancel the Service (and terminate this Service Agreement) upon the payment of any discounted or deferred Service Fees (as set out in Section 3) or other charges that may apply, except where such fees or charges are prohibited by applicable law, in which case such cancellation shall be without cost, penalty or cancellation indemnity.

Should you continue to use the Service after such change is effective, to the extent permitted by applicable law, such use shall be deemed to be your acceptance thereto and you expressly agree that no additional written agreement or express acknowledgement shall be required to accept such change.

Your Service Provider may, in its sole discretion and without your consent, migrate you to other networks and platforms or change its suppliers, as and when it becomes necessary. Without limiting the generality of the foregoing, Your Service Provider may effect such a migration or change in suppliers in order to maintain, upgrade or enhance the performance of the Service and other deliverables provided to you hereunder, to ensure continuity of the Service and the integrity of Your Service Provider's network, and/or to comply, as necessary, with manufacturers' requirements. You expressly agree that any such migration or change does not constitute amendment or material change to this Service Agreement or to the Service.

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

11. Installation. The Service Modem (as defined in Section 20) must be installed by Your Service Provider or its authorized contractor in order for you to receive the Service. You authorize Your Service Provider and its representatives to access your premises to install, repair, update, retrieve or replace the Service Modem and the Bell Modem Kit. Your Service Provider will use commercially reasonable efforts to attend at your premises at the pre-scheduled time, but, to the extent permitted by applicable law, Your Service Provider will not be responsible for any claim, damage, losses or expenses including, without limitation, lost wages/revenues or missed work, in the event that an installation appointment is missed by a representative of Your Service Provider or its authorized contractor.

If you live in a condominium, townhouse, apartment or other form of multiple dwelling unit, it is your responsibility to obtain the required letter of authorization from the condominium board, landlord, or other authorized owner or governing body and Your Service Provider will rely on you having obtained such authorization.

It is your responsibility to back-up all existing computer files by copying them to another storage medium prior to the installation of the Service Modem and the Bell Modem Kit. Your Service Provider and its affiliates, agents and suppliers will have no liability whatsoever for any damage or loss to data or peripherals.

12. Performance Levels. To the extent permitted by applicable law, Your Service Provider does not guarantee or warrant the performance of the Service. Speed is a function of the bottlenecks experienced upon the wider network architecture of the Internet itself. As such Your Service Provider does not guarantee the maximum Service performance (throughput speeds) levels. You understand that any content that you may access through the Service may be subject to "caching" at intermediate locations on the Internet. Similarly, simultaneous use of high bandwidth applications (example, streaming media) by one or more (example, home networking) users may result in an experience that is slower when compared to a single application used by a single user.

13. Protection of Your Privacy and Security. Your Service Provider will not be responsible for any corrupted data, files or viruses which affect you or the Service. It is your responsibility to safeguard your system, through appropriate means (for example, using commercially available software), from theft, unauthorized use or system corruption. Any detriment caused to the network as a result of your failure to properly secure your system may result in the immediate cancellation of your Service.

Your Service Provider cannot ensure or guarantee the privacy of any information you choose to transmit through use of the Service. Any such use shall be at your sole risk and Your Service Provider, its affiliates, agents and suppliers shall be relieved from all liability in connection therewith.

Your personal information will be protected by Your Service Provider in a manner consistent with Bell's Privacy Policies, available by visiting www.bell.ca/privacy or by contacting Your Service Provider at 310-BELL (310-2355).

All information Your Service Provider keeps about you, other than your name, address and listed telephone number, is confidential. Unless you provide express consent or disclosure is pursuant to a legal power, your information will not be disclosed by Your Service Provider to anyone other than (A) you; (B) a person who, in Your Service Provider's reasonable judgment, is seeking the information as your agent or representative; (C) another telephone company who 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; (D) an agent retained by Your Service Provider to collect your account, provided the information is required for, and is to be used only for that purpose; (E) an affiliate of Your Service Provider 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 (F) a public authority or agent of a public authority, if in the reasonable judgment of Your Service Provider, 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) Your Service Provider receives electronic confirmation via the internet; (D) Your Service Provider receives oral consent where Your Service Provider retains an audio recording of the consent; or (E) Your Service Provider obtains consent through other methods, as long as an objective documented record of your consent is created by you or by an independent third party.

Credit Information: By ordering the Service and/or agreeing to this Service Agreement, you expressly authorize and consent to Your Service Provider: (i) making inquiries into your credit history and collecting information about your credit history from credit grantors or credit reporting agencies at any time, in Your Service Provider's sole discretion; (ii) recording the information about your credit history on your Account and maintaining and using the information about your credit history to activate the Service and assist in collecting amounts, including the Service Fees, owed by you; and (iii) reporting any late payment or non-payment of any Service Fees by you to credit grantors or credit reporting agencies.

14. IP Address / Email Address / Host Name. Any IP address, email address, or host name assigned to you by Your Service Provider is the property of Your Service Provider at all times, and may be changed or withdrawn at any time in the sole discretion of Your Service Provider. IP addresses will change each time your Service Modem or system is powered off, or any time at the discretion of Your Service Provider without prior notice to you. Your Service Provider assumes no liability whatsoever for any claims, damages, losses or expenses arising out of or otherwise relating to any change in IP address, email address or host name.

15. Change in Residential Telephone Service. If a change in your local telephone service is requested from your local phone company, it is your sole responsibility to advise Your Service Provider of the changes. This includes moves, regardless of whether your phone number changes or not, changes to your phone number, and any other changes that may occur to your local telephone service. Any applicable cancellation and/or re-installation charges will be charged to your account.

16. Contact Information. If you have any questions regarding Your Service Provider or the terms and conditions of this Service Agreement, you may contact Bell Canada, Bell Internet Customer Service, at P.O. Box 70092, Ottawa, Ontario, K2P 2M3, by email to assistance@sympatico.ca, telephone: 310-SURF (310-7873), or by fax: 1-800-714-8705.

17. User Information; Other Information. Your messages may be the subject of unauthorized third party interception and review. An individual with Internet access can cause, among other things, damage, incur expenses and enter into contractual obligations while on the Internet. All such matters are your sole responsibility. Your Service Provider has no obligation to monitor the Service, any content or your use of Your Service Provider's networks. However, you agree that Your Service Provider reserves the right from time to time to monitor the Service electronically, monitor or investigate content or your use of Your Service Provider's networks, including without limitation bandwidth consumption, and to disclose any information necessary to satisfy any laws, regulations or other governmental request from any applicable jurisdiction, or as necessary to operate and optimize the Service, or to protect itself or others.

Your Service Provider may send you Service related information on a regular basis via email or any other electronic means. In the case of information sent via email, such information will be addressed to your Bell Internet parent email address or to another email address provided by you to Your Service Provider (in which case it is your responsibility to ensure that such email address remains current at all times) or by using any other notice method that will likely come to your attention. You agree to review and to familiarize yourself with all such Service related information, and Your Service Provider is not liable for any damage or detriment to you or your property resulting from your failure to do so. To the extent permitted by applicable law, your continued use of the Service following delivery of any such Service related information means that you accept and agree to comply with such information.

Customer Comments: You hereby acknowledge that Your Service Provider, its affiliates, agents and suppliers may retain and use any information, comments or ideas conveyed by you relating to the Service (including any products and services made available on the Service). This information may be used to provide Your Service Provider's customers with better service.

18. No Liability for Content. Be aware that some content, products or services (the "**Content**") available with or through the Service may be offensive to you or may not comply with applicable laws. You understand that neither Your Service Provider nor any of its affiliates attempt to censor or monitor any such Content. You understand, however, that such Content may be subject to "caching" at intermediate locations on the Internet when being accessed through the Service. You assume total responsibility and risk for access to or use of such Content and for use of the Internet. Your Service Provider and its affiliates assume no liability whatsoever for any claims or losses arising out of or otherwise relating to access to or use of such Content.

19. You Can Best Control the Risk and Therefore Are Responsible. The rates and fees charged by Your Service Provider reflect the allocation of risk herein and the limited recourse to Your Service Provider provided for in this Service Agreement. Your Service Provider will not assume any responsibility for your acts or omissions or those of any individual who uses your Account with or without your knowledge or consent, including without limitation responsibility for any charges you incur when making purchases or conducting other transactions with the Service. As between Your Service Provider and you, you are better able to put in place physical and procedural impediments to the inappropriate use of and to supervise your Account. Account and password protection will be your responsibility. Any detriment that is caused to the network as a result of a failure to properly secure your computer system may result in the cancellation of the Service.

20. Equipment. An ADSL 2+ compatible modem, whether provided by you or obtained from someone other than Your Service Provider (a "**Customer-Provided Modem**") or purchased or properly obtained from Your Service Provider (a "**Bell Modem**") is required for use of the Service ("**Service Modem**" means a Customer-Provided Modem or a Bell Modem, as the case may be). The Service Modem together with any other accessories or equipment used by you in connection with the Service, whether or not provided by Your Service Provider, is hereinafter collectively referred to as the "**Equipment**". Service Modems must meet the current minimum system

requirements made available to you by Your Service Provider and indicated at www.bell.ca/minreq. You acknowledge and agree that Your Service Provider will not support Customer-Provided Modems. Your Service Provider assumes no responsibility for replacing a Customer-Provided Modem. In order to operate and optimize the Service and enhance service offerings made available to you, Your Service Provider reserves the right, from time to time, to remotely monitor the Service Modem and any connected devices, and to remotely update, replace or upgrade software and log-in credentials on the Service Modem.

If you choose a Bell Modem, a Bell Modem will be provided with a power supply, ethernet cables and filters (collectively referred to as the "**Bell Modem Kit**") to be used for purposes of receiving the Service. You agree to use and maintain your Bell Modem Kit and all other hardware and software provided to you, in compliance with this Service Agreement and any applicable operating instructions provided by Your Service Provider, its affiliates, agents and/or suppliers. You bear the entire risk of theft, damage or destruction of these materials. All of your obligations in respect of the Bell Modem Kit and all other hardware and software provided to you will survive the expiration or termination of the Service Agreement to the extent required for their full observance and performance.

Any Bell Modem Kit that is not opened or used and is in good working condition may be returned to Your Service Provider, subject to Your Service Provider's consent, within fourteen (14) days from your purchase of the Bell Modem Kit or such other period of time as Your Service Provider may specify, provided that you have a copy of the original receipt.

21. Limited Warranty. Your Service Provider warrants that the Bell Modem and the power supply provided with the Bell Modem (collectively referred to as the "**Warranted Products**") will be free from material defects in material and workmanship for a period of twelve (12) months from the date of activation of the Bell Modem (the "**Product Warranty**"). The Product Warranty will apply only if Your Service Provider's tests disclose that the alleged defect is due solely to defects in material or workmanship. The Product Warranty will not apply if your Service has been terminated for any reason unless you have migrated to another Bell Internet service and are using the Bell Modem with respect to such other Bell Internet service. YOU ACKNOWLEDGE AND AGREE THAT YOUR SERVICE PROVIDER'S SOLE OBLIGATION AND YOUR SOLE REMEDY UNDER THE PRODUCT WARRANTY WILL BE LIMITED TO REPAIR OR REPLACEMENT OF THE WARRANTIED PRODUCTS WITH RECONDITIONED OR REFURBISHED EQUIPMENT WITHIN THE PRODUCT WARRANTY PERIOD.

To the extent that Your Service Provider substitutes all or part of the Warranted Products with another substantially similar model and make of modem and/or power supply, as the case may be, which modem and/or power supply may be reconditioned or refurbished (collectively "**Replacement Equipment**"), you acknowledge that, upon delivery to you of the Replacement Equipment, the provisions of the Service Agreement dealing with or applicable to the Warranted Products that are being replaced by Your Service Provider ("**Replaced Equipment**") will automatically and without any further act, thing or document: (i) terminate and be at an end with respect to that Replaced Equipment; and (ii) apply to the Replacement Equipment as if they were the original Warranted Products acquired hereunder and all of the terms of the Service Agreement applicable to the Warranted Products will apply to the Replacement Equipment without any novation occurring or being deemed to have occurred with respect to the Replacement Equipment. The term "Warranted Products" hereunder will, in such circumstances, be deemed to refer to the Replacement Equipment in place of the Replaced Equipment. You agree that upon receipt of the Replacement Equipment you will return the Replaced Equipment. If you fail to return the Replaced Equipment immediately following receipt, Your Service Provider may charge your credit card or pre-authorized payment method for the cost of the Replacement Equipment and you will pay such cost.

You are responsible for the use and compatibility of the Service and the Bell Modem Kit with any equipment, software, services and/or other materials not provided by Your Service Provider, including without limitation, the Customer-Provided Modem (collectively, the "**Third Party Equipment and Services**"). To the extent permitted by applicable law, Your Service Provider disclaims all responsibility for determining compatibility between the Service, the Bell Modem Kit and any Third Party Equipment and Services. To the extent permitted by applicable law, the entire risk as to the availability and performance of the Service or any deliverable provided under this Service Agreement is with you.

EXCEPT AS EXPRESSLY SET OUT IN THIS SECTION 21, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE AND THE EQUIPMENT AND ANY SOFTWARE OR OTHER DELIVERABLES PROVIDED BY YOUR SERVICE PROVIDER, ITS AFFILIATES, AGENTS AND/OR SUPPLIERS HEREUNDER ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND AND NO WARRANTIES OR CONDITIONS ARE MADE WITH RESPECT TO PERFORMANCE, AVAILABILITY, UNINTERRUPTED OR ERROR FREE USE OR OPERATION. OTHER THAN THE PRODUCT WARRANTY, YOUR SERVICE PROVIDER AND ITS AFFILIATES, AGENTS AND/OR SUPPLIERS MAKE NO EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND WHATSOEVER, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT, OR IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE SERVICE, EQUIPMENT, ANY SOFTWARE OR ANY OTHER SERVICES OR DELIVERABLES PROVIDED OR RECOMMENDED HEREUNDER, OR ANY MERCHANDISE, INFORMATION, CONTENT OR SERVICE PROVIDED ON THE INTERNET, AND ALL REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED ARE, ARE TO THE EXTENT PERMITTED BY APPLICABLE LAW, HEREBY EXCLUDED. NEITHER YOUR SERVICE PROVIDER NOR ITS AFFILIATES, AGENTS AND/OR SUPPLIERS WARRANT THAT ANY DATA OR FILES SENT BY OR TO YOU WILL BE TRANSMITTED, TRANSMITTED IN UNCORRUPTED FORM OR TRANSMITTED WITHIN A REASONABLE PERIOD OF TIME, THAT SUCH DATA OR FILES WILL NOT BE INTERCEPTED, THAT OTHER PERSONS WILL NOT GAIN ACCESS TO YOUR ACCOUNT, THE SERVICE, ANY EQUIPMENT, OR THAT ANY CONTENT OR OTHER MATERIAL ACCESSIBLE THROUGH THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR WILL NOT BE SUBJECT TO "CACHING" AT INTERMEDIATE LOCATIONS ON THE INTERNET WHEN BEING ACCESSED THROUGH THE SERVICE.

22. Limitation of Liability. To the extent permitted by applicable law, in the event of any breach by Your Service Provider, its affiliates, suppliers, or agents, including any breach of a fundamental term or any negligence, your exclusive remedy will be to receive from Your Service Provider payment for actual and direct damages to a maximum amount of one hundred dollars (\$100.00). To the extent permitted by applicable law, other than the foregoing remedy, under no circumstances will Your Service Provider, its affiliates, suppliers or its agents be liable to you or any third party for:

- i. any direct, indirect, special, exemplary, punitive or consequential damages, including, without limitation, loss of profits and loss of business opportunities that result in any way from this Service Agreement, including, without limitation, the use of the Service, any Equipment, or access to the Internet, or any part thereof, by you or any other person through your Account, any loss, death, injury or damage whatsoever which may be caused by the design, manufacture, operation or malfunction of Equipment, any breakdown or failure of Equipment, delays in the servicing of Equipment, inability to access the network or signal, or your reliance on or use of information, services or merchandise provided on or through the Service, or that result from mistakes, omissions, interruptions, deletion or corruption of files, errors, defects, delays in preparations, or transmission, or failure of performance; or

- ii. any losses or expenses (including legal fees) arising out of, or in connection with any allegation, claim, suit or other proceeding based upon a contention that the use of the Service or any Equipment by you or a third party through your Account infringes the intellectual property rights or contractual rights of any third party, including without limitation, infringement arising from combining or using customer-provided facilities or Equipment with the Service or Your Service Provider's or its affiliates' facilities or equipment.

Without limiting the generality of the foregoing, Your Service Provider, its affiliates, suppliers or agents are not liable for:

- i. any act or omission of a telecommunications carrier whose facilities are used in establishing connections to points which Your Service Provider does not directly serve;
- ii. defamation or copyright infringement arising from material transmitted or received over Your Service Provider's or its affiliates' facilities; or
- iii. infringement of patents arising from combining or using customer-provided facilities or Equipment with Your Service Provider's or its affiliates' facilities or equipment.

23. Jurisdiction; Severability. Your Service Provider is a federally-regulated undertaking and as such this Service Agreement, including all matters relating to its validity, construction, performance and enforcement, will be governed by applicable federal laws and regulations of Canada and only those provincial laws and regulations that are applicable to it. The terms and conditions of this Service Agreement are subject to amendment, modification or termination if required by such laws or regulations. If any provision in this Service Agreement is declared to be invalid or in conflict with any such law or regulation, that provision may be deleted or modified, without affecting the validity of the other provisions. Certain elements of the Service may be provided to you by third party service providers located outside of Canada and as such your use of the Service may be subject to the laws of foreign jurisdictions.

24. Miscellaneous. Your Service Provider's failure to insist upon or enforce strict performance of any provision of this Service Agreement will not be construed as a waiver of any provision or right. Where any provision of this Service Agreement conflicts with an applicable tariff, the tariff will supersede this Service Agreement only in respect of the conflicting provision.

Your Service Provider may assign its rights and obligations under this Service Agreement without prior notice or consent. You may not assign or transfer this Service Agreement.

In no event will Your Service Provider be liable for any failure to comply with this Service Agreement if such failure results from any condition or event beyond the reasonable control of Your Service Provider, including, but not limited to, terrorism, hacking, security breach, fire, flood, earthquake, any other elements of nature or acts of God, theft, riot, strike or other labour disturbance, power failure or war.

The parties have required that this Service Agreement and all documents relating thereto be drawn up in English. Les parties ont demandé que cette convention ainsi que tous les documents qui s'y rattachent soient rédigés en anglais.

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Updated as of August 22, 2010.

Bell Internet Optimax 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@sympatico.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 elsewhere in the Service Agreement.

General

Your Service is solely for your personal and non-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 or for any other non-residential purpose.

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 sufficient to impede other users' ability to transmit or receive information.
- 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 Bell 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 confidential or 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 or other data.
- 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

Bell Internet Mail service, as further described in your Service Agreement, is for your personal and non-commercial use. You may not sublicense, distribute, transfer, or sell Bell Internet Mail service or any portion thereof.

You agree to use Bell Internet Mail service only to send and receive messages and materials 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 Bell 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 Bell Internet Mail service.

Neither Your Service Provider nor any of its suppliers has any obligation to monitor Bell 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 Bell 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 advertisements, commercial or unsolicited messages of any kind, unless expressly permitted by the charter or FAQ of the applicable newsgroup or discussion forum.
- 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 any purpose, including 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.
- Running and/or hosting server applications including but not limited to HTTP, FTP, POP, SMTP, Proxy/SOCKS, and NNTP.
- 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.

Updated as of August 22, 2010.

