

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 ("**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 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 for Internet and Value Added Services; and
- 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, 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 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) 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 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 operator 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, 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