

**GENERAL TERMS AND CONDITIONS – UPDATED NOVEMBER 2010**  
(for versions in effect for Corporate Account Agreements signed prior to this date  
please contact your Account Manager)

**THE FOLLOWING TERMS AND CONDITIONS ARE INCORPORATED IN AND FORM PART OF THE CORPORATE ACCOUNT AGREEMENT CLIENT HAS ENTERED INTO WITH BELL MOBILITY INC. CLIENT AGREES TO PRINT A COPY OF THIS DOCUMENT AND RETAIN IT WITH THE REST OF THE CORPORATE ACCOUNT AGREEMENT. REFERENCES TO "THIS AGREEMENT" OR "THE AGREEMENT" SHALL MEAN REFERENCES TO THE CORPORATE ACCOUNT AGREEMENT INCLUDING THESE GENERAL TERMS AND CONDITIONS.**

**1. Services.** Services are available in Bell's and its roaming partners' coverage areas on compatible Devices where technology permits. Bell and its roaming partners may (i) make changes to the network or other facilities (including changing technology, and, to provide a good experience for the majority of its customers and minimize capacity issues and degradation in network performance, Bell may take measures including temporarily reducing data throughput for a subset of customers who use a disproportionate amount of bandwidth); (ii) enlarge, reduce or change coverage areas; and (iii) change or end roaming partner relationships, all at their discretion and without notice. Bell and its roaming partners are not liable for any changes in Client's ability to use the Services or the Device resulting from such changes. Client can refer to [bell.ca/coverage](http://bell.ca/coverage) for maps and other information about coverage and roaming, including roaming and long distance charges. If Client roams in a roaming partner's coverage area (including Wi-Fi hotspot use) Client is also subject to the terms and conditions of the roaming partner including any limitation or exclusion of liability. Client will be given 30 days advance written notice of material changes Bell makes to Services to which Client subscribes.

Client's rate plan may not be available with all the devices (whether provided by Bell or not) into which you Client inserts a Bell SIM card, and pay-per-use charges may therefore apply. If Client uses its Bell SIM card with a Device not purchased through Bell or its authorized dealers ("Non-Bell Device"), or without subscribing to a rate plan specific to the Bell Device or Non-Bell Device Client uses its SIM card with, some or all Services (including 911 services) may not work but Client shall continue to pay the monthly fees. Client also agrees to pay any additional charges for Services which may apply due to the change in Device to another Bell Device or a Non-Bell Device. Client is responsible (a) to ensure its service plan is compatible with any Bell Device or Non-Bell Device, and (b) for charges that arise if Client changes the settings of a device or SIM card. Non-Bell SIM cards cannot be activated on Bell's network or Services. Services and rate plans may not be available on all Bell networks. A different rate plan may apply if Client moves to another province. Bell may restrict access to certain Services if Client does not subscribe to a rate plan or feature that includes them. Wireless modems, connection cards, mobile Internet sticks and other data-only Devices do not provide access to 911 services. Certain SIM cards will work only on the Devices for which they were purchased.

Subscription to any feature offering the ability to attain higher data speeds where technology permits does not guarantee the achievement of peak speeds, and actual speeds may vary due to network availability and environmental factors. You may be required to pay an additional fee to subscribe to this feature, even if the Device is used in areas where technology does not support higher peak speeds.

If Client subscribes to a rate plan under which a User shares airtime or other Services included in a User's monthly plan with other Users on the account (a "Share Plan"), these shared Services are available to the group of Users on a first come, first serve basis. As a result, an individual User may not be able to use the total amount of included Services set out in his/her Share Plan. Certain Services in a Share Plan are not available for sharing with other Users. A User's total amount of shared Services available to the group of Users at any given time is subject to the size of the group and each Share Plan chosen by each group member.

**2. Users.** The Client represents, warrants and agrees that each User is an employee or other authorized representative of the Client or its subsidiaries at all times while the User is using the Services, and that the Devices and Services Users obtain by virtue of this Agreement are for purposes of Client's or its subsidiaries' business. The Client shall provide proof of each User's status at Bell's request. If one or more "Users" are not in fact employees or representatives of the Client then their accounts shall be transferred to a standard price plan or terminated, as determined by Bell, but they shall otherwise continue to be bound by this Agreement. The Client must ensure all Users have notice of and comply with this Agreement, and the Client is liable for User's non-compliance. The Client is responsible for all Fees and taxes billed to the Client directly. The User and the Client are jointly responsible for all Fees and taxes billed to the User directly and other obligations in this Agreement, individually and together. If any User signs an individual service agreement for the Device and the Services, this Agreement shall prevail to the extent of any conflict or inconsistency with the individual service agreement, including with respect to SAPA and DSAPA amounts. Bell is entitled to take and rely on instructions from any User with respect to such User's Services and Device. The Client and not Bell is responsible to ensure that the Users comply with any of Client's policies, rules or guidelines with respect to the use and payment for the Devices and Services.

**3. Protection of Client's Privacy.** All information that Bell keeps about the Client is confidential, other than publicly available information such as Client's name, address and listed telephone number. Unless Client provides express consent or disclosure is pursuant to a legal power, Bell will not disclose Client personal information to anyone other than to:

- i. Client;
- ii. a person who, in Bell's reasonable judgment, is seeking Client's personal information as Client's agent;
- iii. another telecommunications service provider to provide Client with efficient and cost-effective telecommunications service;
- iv. another company to supply Client telephone or telephone directory related services;
- v. an agent that Bell retains to evaluate Client's creditworthiness or collect Client's account, provided that the information is required for and is to be used only for, that purpose; and/or
- vi. a public authority if it appears there is imminent danger to life or property.

Express consent may be taken to be given by Client where Client provides: written consent; oral confirmation verified by an independent third party; electronic confirmation through the use of a toll-free number; electronic confirmation via the Internet; oral consent, where an audio recording of the consent is retained by Bell; or consent through other methods, as long as an objective documented record of Client's consent is created by Client or by an independent third party.

Bell also protects Client's personal information in accordance with the Bell Client Privacy Policy and the Bell Code of Fair Information Practices, which apply to the Bell Companies, meaning Bell Canada, Bell Mobility, Bell TV, and Bell stores. To view Bell's full Policy and Code, please visit [www.bell.ca/privacy](http://www.bell.ca/privacy).

**4. Sharing of Information.** By signing this Agreement, Client consents to the sharing of account and profile information held about Client by each of the Bell Companies with the other Bell Companies to help the Bell Companies better identify Client's communication and entertainment needs, and to provide Client with relevant information, advice and solutions. If Client does not wish to have its account and profile information shared by the Bell Companies, Client shall advise Bell's Client Service at the addresses or numbers listed at the beginning of the main part of the Agreement. Client understands that without this consent, the Bell Companies will be limited in their ability to provide Client with a simplified Bell client experience and to provide Client with relevant offers to suit Client's needs.

**5. Credit Information.** By signing this Agreement, Client also consents to (i) Bell collecting information about Client's credit history from another Bell Company, credit grantor or credit reporting agency, and maintaining and using information about Client's credit history, to activate Client's Service and assist in collecting amounts owed by Client, and disclosing Client's Bell credit history to other credit grantors and credit reporting agencies, and (ii) if Client is a client of another of the Bell Companies, to receiving one bill for the Service and the services of the other Bell Companies if and when such billing consolidation is available.

**6. Bell's Confidential Information.** Client agrees to take such care to protect the confidentiality of the Bell Confidential Information as would be taken by a reasonable party to protect its own confidential information from disclosure and, except as required by law or to carry out its obligations or receive the Services under this Agreement, Client agrees not to use or disclose the Bell Confidential Information without Bell's prior written consent. "Bell Confidential Information" means any data, documentation or other information of a proprietary nature of Bell, whether or not identified as being confidential or proprietary, which is disclosed or made available to Client in connection with the negotiation, preparation or performance of this Agreement and the design, installation, delivery or implementation of the Services, including pricing information and network design specifications. Bell Confidential Information excludes any data, documentation or other information which is (i) in the public domain, (ii) known to the Client without confidentiality obligations attached thereto prior to receipt thereof from Bell, or (iii)

available to the Client on a non-confidential basis from a source other than Bell, if that source or its source is not in breach of any obligations of confidentiality to Bell.

**7. Client's telephone number and Identifiers.** Client does not own the telephone number, IMSI (International Mobile Subscription Identity), IP address, email address or other identifiers that Bell has provided or assigned to Client and Bell reserves the right to change any of them if required. Bell will notify Client in advance, and Bell will not be liable for any costs, damages or losses associated with this change.

Client's telephone number and other identifiers, including Client's name or the name of any User of the Device on the account may be automatically displayed to the person called, other carriers, or to Bell. Client may permanently block the display by telling Bell when Client activates service (or any time thereafter), or at any time from the menu of a HSPA device, or on a per call basis by dialling the desired phone number preceded by #31# on a HSPA device or \*67 on a CDMA device. Client can unblock the display at any time from the menu of a HSPA device, or on a per call basis by dialling the desired phone number preceded by \*31# on a HSPA device or \*82 on a CDMA device.

**8. Transferring Number to Bell:** If Client asks to transfer a phone number currently assigned to Client from its existing service provider to Bell, Client represents and warrants that it has the right to make the request and Client authorizes Bell to make the "transfer-in" request to the other service provider on Client's behalf and to share Client's name, telephone number, address and other personal information relevant to the transfer request with the other service provider. Client agrees to complete and sign a request form if necessary. The services of the other service provider, including any features, applications or content, IP address, email address, or any device cannot be transferred to Bell. Client is responsible to pay all amounts owing on its account with the other service provider, including early termination charges if applicable.

**9. Transferring Number to Another Service Provider:** If Client requests to transfer a wireless phone number to another service provider, then, as long as Client's account and phone number are active, Bell will process a "transfer out" request from Client's new chosen service provider. Any SAPA and/or DSAPA applicable to the termination of the Services will apply, plus taxes. Client shall pay the monthly charges applicable for the 30 days after the transfer is requested. The Services, including any features, applications or content, IP address, email address, and some Devices cannot be transferred to Client's new service provider. Bell may need to contact Client in connection with a transfer-out request to make any adjustments to Client's rate plan, account, invoicing or services required due to the transfer-out request or termination of the Services, and Client consents to such contact. Bell is not responsible or liable to Client in any way for any interruption, disruption or disconnection of services associated with the telephone number which is the subject of a transfer request.

**10. Warranty and Return Policy.** The performance, quality, or suitability of the Device and any accessories or other equipment provided to Client in connection with the Services are subject to the manufacturers' warranties and the specifications of Bell for the Device and such equipment, and any extended warranty that Client may have purchased. Any extended warranty claims must be made in accordance with the terms of the actual warranty purchased. Clients should refer to individual Users' service agreements for any applicable return provisions. Bell and/or the manufacturer may (but are not obligated to) perform out-of-warranty repair services. Bell may charge Client if it uses a "loaner" device in connection with any repair services. Charges for out-of-warranty repair services and "loaner" devices will be advised to Client or a User in advance.

Unlocking a Device may void the manufacturer's warranty and Bell will not provide a warranty or return policy for the unlocked Device. Bell does not warrant or support Devices not purchased through Bell or its authorized dealers, or Bell Devices that have been unlocked by a third party.

BELL DOES NOT WARRANT OR GUARANTEE THAT THE DEVICE, EQUIPMENT OR SERVICES WILL OPERATE ERROR-FREE OR WITHOUT FAILURE OR INTERRUPTION, OR THAT ANY COMMUNICATIONS WILL BE PRIVATE OR SECURE.

BELL DISCLAIMS ANY OTHER REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR RELIABILITY OR AVAILABILITY OF THE SERVICE.

**11. Updates.** Bell may update the software, features and settings on Client's Device (including Non-Bell Devices with a Bell SIM card) including through "Over-The-Air" means as necessary, without notice, and Client acknowledges such updates may be required in order to ensure continuity of Services.

**12. Pre-Authorized Payment.** If Client (a) has requested pre-authorized payment via credit card or other pre-authorized payment vehicle, and (b) any charges (including any SAPA or DSAPA) are outstanding or the Services are terminated for a Device, then Client authorizes Bell to charge Client's credit card or other pre-authorized payment vehicle the amount of any charges due under Client's account. This will constitute Bell's sufficient authority for doing so. Client promises that the credit card for which Client has provided information to Bell is in Client's name, is valid and has not expired. Client promises to promptly advise Bell if Client's credit card information changes due to its loss, theft, cancellation, expiry or other reason. This section does not apply if Client has not requested pre-authorized payment.

**13. Credit and Spending Limit.** At its discretion, Bell may, but is not required to, impose a credit and spending limit on Client's or any User's account at any time. The Services may be suspended at any time if Client's balance, including unbilled usage and pending charges and adjustments, exceeds this limit. Notwithstanding such limit or

suspension, Client is obligated to pay Bell any amounts owing in excess of such limit. Bell may also change Client's limit at any time. Bell will give Client prior notice if Bell imposes or changes a credit and spending limit. If Bell suspends the Services, Client must pay down its account to an amount below Client's limit before Bell will re-start Client's Service. Bell may charge an administrative fee to re-start Client's Service. This credit and spending limit may be imposed, in Bell's discretion, as an alternative to any required security deposit.

**14. Security Deposits.** Should Client's credit rating or usage charges warrant at any time, Bell may require a refundable security deposit from Client. After 6 months of timely and consistent payments of Client's account in full, Client's security deposit will be, at Bell's option, either (a) returned to Client, or (b) applied to Client's account, in either case without interest. Bell may set off against the security deposit, if any, outstanding amounts, fees and charges owed by Client to Bell.

**15. Payments.** Client's monthly bill is payable upon the date of the bill. Client will be charged interest on the balance owing at the rate of three percent per month (or 42.58% per year) (or such other rate as Bell notifies Client in writing), calculated from the date of the bill, if payment is not received by Bell before the next bill date. Client must allow adequate time for payment processing and receipt by Bell. Bell reserves the right to require immediate payment in full of amounts, whether billed or not, that are inconsistent with Client's normal usage pattern. Bell will apply any credits due to Client against future charges payable by Client under this Agreement, if Client notifies Bell within 90 days of receipt of Client's bill for which a credit is claimed. If Client is entitled to a credit from Bell, Client represents and warrants that Client has made no separate claim for a refund from a financial institution. To correct any payment made by Client through electronic means (such as Internet or telephone banking or ATM machine), Client must first request Client's financial institution to make the correction. Bell may charge Client an administrative fee for payments rejected for insufficient funds.

Unless otherwise expressed as part of Client's rate plan, feature or bundle, airtime and long distance usage are rounded up to the nearest minute, and data usage is rounded up to the nearest kilobyte. Rounding practices for U.S. international voice and data roaming may vary. If Client uses a part of a minute or kilobyte Client will be billed and agrees to pay for the entire minute or kilobyte. Airtime charges (and long distance charges, if applicable) apply (a) for calls Client makes, from the time Client presses "Send" or otherwise initiate the call, until Client presses "End" or the call is otherwise disconnected; and (b) for calls Client receives, from the moment the call connects to Bell's network, including ring time, until Client presses "End" or the call is otherwise disconnected.

**16. Loss or theft.** Client shall notify Bell immediately at 1 800 667-0123 if Client's Device or SIM card is lost, stolen or destroyed. Client is responsible for the cost of replacing it and/or any SAPA or DSAPA that may apply if Client chooses to cancel the Services, and for all fees and charges incurred prior to Client notifying Bell.

**17. Use of Service.** Client is responsible, and Bell is not responsible or liable, to prudently protect and safeguard the Device (including any SIM card) against loss, abuse, theft or damage, and for the use of the Device and the Services by Client and any other persons, except as provided under the heading "Loss or theft" above. Client shall not use or allow others to use the Services or the Device if such use:

is for, or results in, any illegal, abusive, annoying or offensive activities, including making available offensive content, the commission or encouragement of a criminal offence, stalking, harassment, spamming, disrupting or interfering with the Internet, any network, computer or other devices, transmission of a virus or other harmful component, defamation, intellectual property infringement, or interference with other clients' service;

is significantly higher than average or consumes excessive network capacity in Bell's reasonable opinion, or causes Bell's network, or Bell's ability to provide services to others, to be adversely affected;

is for multi-media streaming, continuous data transmission or broadcasts, automatic data feeds, automated machine to machine connections or peer-to-peer (P2P) file sharing, voice over Internet protocol or any other application which uses excessive network capacity that is not made available to Client by Bell;

is to provide a substitute or back-up for private lines or dedicated data connections such as DSL;

is to operate an email, web, server farm, news, chat or other service.

Client shall not threaten, abuse or harass any Bell employee or representative. Client shall not (a) commit, attempt to commit, or allow others to commit or attempt to commit, any fraud against Bell, including fraudulently obtaining Services or Devices, or (b) transform outbound communications into incoming communications or otherwise attempt to avoid applicable charges, or (c) otherwise abuse the Services or flat rate or unlimited use plans, or allow others to do any of the foregoing. Client shall not resell, transfer, distribute, share or exploit for commercial purposes any Services or engage in or allow any alteration, copying, reproduction of or tampering with electronic serial numbers, or other identification, signalling or transmission functions or components of the Device. In addition, Client must follow all other service regulations issued or adopted by Bell. Bell may immediately suspend, restrict, change or terminate all or part of Client's Services and this Agreement and deactivate Client's Device or take other necessary actions, if Bell reasonably believes there is a breach by Client of any of these "Use of Service" provisions.

**18. Monitoring.** Bell has the right but not the obligation to access, monitor, investigate and preserve a record of any content transmission or other use of the Services. Client consents to any such activities that are undertaken to satisfy any law or to enhance operating efficiencies, improve service levels, assess client satisfaction, or protect Bell or its clients from use of the Services contrary to Section 17.

**19. Licenses.** Client grants Bell and Bell's 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 Client elects to post in connection with the Services, solely as required for Bell to provide Client the Services, and subject to Section 3 (Privacy). Client acknowledges that Bell may store Client's content on Bell's or its suppliers' facilities for the purposes of Client accessing such content, but that if Client does not access such content within a certain period of time (not less than 30 days from the last access unless Bell tells Client otherwise) or if Client's Services terminate, Bell may delete such content without notice to Client. If Client upgrades or replaces a Device, content including pictures, contacts, music, screensavers, games, applications and ringtones may not be capable of being transferred to the other Device.

By enabling or activating any aspect of the Services, including applications, transactions, downloads, games or other content, Client agrees to abide by any written end-user license, warranty and other terms and conditions that are made available in connection with the use of such aspects of the Services.

**20. Ending the Agreement and Services.** In addition to the termination rights set out in Section 3 of the main body of the Agreement, the Agreement may be terminated, Services terminated or suspended, and Devices deactivated as follows: Bell may deactivate a Device and/or suspend or terminate Services for that Device at any time without notice if Client does not pay any amount owing when due in respect of Services to that Device, or if Client breaches Section 17 of this Agreement. In addition, Bell may end this Agreement and the Services by giving Client 30 days advance written notice, or at any time on 15 days advance written notice if Client materially breaches this Agreement and does not cure such breach within the 15 day period. In addition to all other Fees and taxes payable, Client must pay the SAPA and DSAPA plus applicable taxes if Bell ends this Agreement and/or the Services as a result of Client's non-payment or other breach of the Agreement. Failure of Client to activate a Device within 45 days of purchase is a breach of the Agreement for which the SAPA and DSAPA plus applicable taxes are payable, calculated from the end of the 45-day period. Changes to or termination of a particular feature, option or Service requested by Client shall be effective as of the next bill date after the date of the request.

Upon termination of the Services and this Agreement, Client must pay in full all charges that are due including any SAPA or DSAPA that may be payable due to termination before the end of a Service Commitment Period, and any outstanding Fees plus applicable taxes owing under this Agreement. Late payment charges will continue to accrue after termination of this Agreement on any unpaid amounts. This obligation survives termination of this Agreement. Bell will provide a refund of the amount of any credits which remain outstanding (after netting out any amounts payable by Client) upon the termination of this Agreement. Client must contact Client's financial institution to cancel any direct debit and credit card authorizations relating to Client's account. Any SIM card will be deactivated and may not be reactivated.



**21. LIMITS ON LIABILITY.** EXCEPT FOR A VIOLATION BY BELL OF SECTION 3 OF THESE GENERAL TERMS AND CONDITIONS, OR FOR PHYSICAL INJURIES OR DEATH, OR DAMAGE TO PROPERTY CAUSED BY BELL'S GROSS NEGLIGENCE, FOR WHICH, IN EACH CASE, BELL'S LIABILITY SHALL NOT BE LIMITED, BELL IS NOT LIABLE TO CLIENT OR ANYONE USING THE DEVICE OR THE SERVICES, OR ANY THIRD PARTIES, FOR THE FOLLOWING:

I. DEFECTS, FAILURES OR INTERRUPTIONS IN SERVICE, INCLUDING TRANSMISSION;

II. ANY DAMAGES, including LOSS OF PROFITS, LOSS OF PROPERTY, LOSS OF EARNINGS, LOSS OF BUSINESS OPPORTUNITIES, OR ANY OTHER LOSS, HOWEVER CAUSED, ARISING DIRECTLY OR INDIRECTLY FROM USE OF THE SERVICES OR THE DEVICE;

III. ANY CONTENT TRANSMITTED ON OR RECORDED BY BELL'S FACILITIES, INCLUDING CONTENT THAT MAY BE ILLEGAL, DANGEROUS, DEFAMATORY, OFFENSIVE OR ANNOYING OR WHICH MAY INFRINGE UPON OTHERS' INTELLECTUAL PROPERTY, PRIVACY OR OTHER RIGHTS, OR ANY CONTENT, APPLICATION OR SERVICES PROVIDED TO CLIENT BY A THIRD PARTY FOR USE WITH THE DEVICE OR THE SERVICES, EVEN IF BELL BILLS CLIENT FOR SUCH CONTENT, APPLICATION OR SERVICES ON BEHALF OF SUCH THIRD PARTY;

IV. ANY BREACH BY CLIENT OF THE AGREEMENT, CLIENT'S NEGLIGENCE, OR ACTS OR OMISSIONS IN CONNECTION WITH THE SERVICES, OR THE DEVICE;

V. LOSS, THEFT, DAMAGE TO OR UNAUTHORIZED USE OF THE SERVICES, THE DEVICE, ANY EQUIPMENT, ANY BELL PREPAID CARDS, VOUCHERS, COLLATERAL, ELECTRONIC RECEIPTS OR THE 2 DIGIT PERSONAL IDENTIFICATION NUMBER; AND

VI. ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PROVISION OF SERVICES (INCLUDING LOST PROFITS, ANTICIPATED OR LOST REVENUE, LOSS OF DATA, LOSS OF USE OF ANY INFORMATION SYSTEM, FAILURE TO REALIZE EXPECTED SAVINGS OR ANY OTHER COMMERCIAL OR ECONOMIC LOSS, OR ANY THIRD PARTY CLAIM), WHETHER ARISING IN NEGLIGENCE, TORT, STATUTE, EQUITY, CONTRACT, COMMON LAW, OR ANY OTHER CAUSE OF ACTION OR LEGAL THEORY EVEN IF BELL HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.

EXCEPT FOR A VIOLATION BY BELL OF SECTION 3 OF THESE GENERAL TERMS AND CONDITIONS, OR FOR PHYSICAL INJURIES OR DEATH, OR DAMAGE TO PROPERTY CAUSED BY BELL'S GROSS NEGLIGENCE, FOR WHICH, IN EACH CASE, BELL'S LIABILITY SHALL NOT BE LIMITED, BELL'S TOTAL CUMULATIVE LIABILITY FOR DAMAGES, EXPENSES, COSTS, LIABILITY OR LOSSES (COLLECTIVELY, "DAMAGES") ARISING OUT OF OR

IN CONNECTION WITH THIS AGREEMENT OR THE PROVISION OF SERVICES, IF ANY, WHETHER ARISING IN NEGLIGENCE, TORT, STATUTE, EQUITY, CONTRACT, COMMON LAW, OR ANY OTHER CAUSE OF ACTION OR LEGAL THEORY EVEN IF BELL HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES, IS LIMITED TO DIRECT, ACTUAL, PROVABLE DAMAGES AND WILL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE TOTAL AGGREGATE MONTHLY FEES (LESS ALL DISCOUNTS AND CREDITS) PAID BY THE CLIENT FOR THE SPECIFIC SERVICE(S) THAT GAVE RISE TO THE DAMAGES, DURING THE ONE-MONTH PERIOD BEFORE THE EVENT GIVING RISE TO THE DAMAGES, LESS AMOUNTS PAID FOR PREVIOUS CLAIMS, IF ANY.

THIS SECTION SHALL APPLY EVEN IF THERE IS A BREACH OF CONDITION, A BREACH OF AN ESSENTIAL OR FUNDAMENTAL TERM, OR A FUNDAMENTAL BREACH OF THIS AGREEMENT. CLIENT AGREES THAT THE LIMITATIONS OF LIABILITY SET OUT IN THIS SECTION ARE FAIR AND REASONABLE IN THE COMMERCIAL CIRCUMSTANCES OF THIS AGREEMENT AND THAT BELL WOULD NOT HAVE ENTERED INTO THIS AGREEMENT BUT FOR THE CLIENT'S AGREEMENT TO LIMIT BELL'S LIABILITY IN THE MANNER, AND TO THE EXTENT, PROVIDED FOR IN THIS SECTION.

The following applies when Bell provides e9-1-1 Services (provision of wireless phone number and location information to emergency service providers). (A) Bell's liability is not limited by the limitations set out below in cases of Bell's deliberate fault, gross negligence or anti-competitive conduct or in cases of breach of contract where the breach results from Bell's gross negligence. (B) Except in cases where Bell's negligence results in physical injury, death or damage to Client's property or premises, Bell's liability for negligence related to Bell's provision of e9-1-1 Services is limited to the greater of \$20 and three times the amount Client would otherwise be entitled to receive as a refund for the provision of defective service under this Agreement. (C) In addition, in respect of Bell's provision of e9-1-1 Services, Bell is not liable for: (i) libel, slander, defamation or the infringement of copyright arising from material or messages transmitted over Bell's telecommunications network from Client's property or premises or recorded by the Device or Client's or Bell's equipment; (ii) damages arising out of Client's acts, default, neglect or omission in the use or operation of the Device or equipment Bell has provided to Client; and (iii) any act, omission or negligence of other companies or telecommunications systems when facilities of such other companies or telecommunications systems are used in establishing connections to or from Client's facilities and Device and equipment.

**22. Notices.** Bell may use e-mail, text messages, telemarketing, phone, bill messages, direct mail, voice mail or any other method which provides reasonable notice to Client, to send Client notices, communicate changes in accordance with this Agreement and to inform Client about products and services from Bell and the Bell Companies that Bell

thinks will interest Client. Client agrees to give Bell prompt notice of any change of name, address, email address or telephone number.

All client service requests should be directed to the Client Service Department at the telephone numbers or addresses listed at the beginning of the main part of this Agreement. All notices of legal proceedings or legal demand letters must be provided to Bell Mobility, Law Dept., 5099 Creekbank Road, Mississauga, Ontario, L4W 5N2.

**23. Force Majeure.** If there is a default or delay in a party's performance of its obligations under this Agreement (except for the obligation to pay Fees), and the default or delay is caused by circumstances beyond the reasonable control of that party including fire, flood, earthquake, elements of nature, pandemics, acts of God, explosion, power failure, war, terrorism, revolution, civil commotion, acts of public enemies, law, order, regulation, ordinance or requirement of any government or its representative or legal body having jurisdiction, or labour unrest such as strikes, slowdowns, picketing or boycotts, then that party shall not be liable for that default or delay, and shall be excused from further performance of the affected obligations on a day by day basis, if that party uses commercially reasonable efforts to expeditiously remove the causes of such default or delay in its performance.

**24. General.** The Client acknowledges that there are no other terms and conditions to this Agreement or subject matter contained herein, except as expressly contained or referenced herein. This Agreement constitutes the entire agreement and understanding between Bell and the Client with respect to the subject matter contained herein. All prior or contemporaneous written or oral agreements, representations, warranties, statements or understandings by and between the parties, whether express or implied, with respect to the subject matter contained herein, are superseded by the terms hereof. This Agreement may not be modified by any sales representative, agent or Bell employee, or through course of dealing or otherwise. Any modification to this Agreement shall be in writing and agreed by the parties except as set out herein. If any provision of this Agreement is determined to be invalid or unenforceable, such invalidity or unenforceability will not invalidate or render unenforceable the remainder of this Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision and the rights and obligations of the parties will be construed and enforced accordingly. Failure of a party to insist upon strict adherence to any term hereunder on any occasion or for any period of time, or the waiver of a breach of this Agreement in any instance or for any period of time, shall not deprive the party of the right thereafter to insist on strict adherence to that term or any other term hereunder or be construed as a waiver of any subsequent breach, whether or not similar, or as an implied term of the Agreement. The parties agree that this Agreement shall be written in the English language. Les parties aux présentes conviennent à ce que ce document soit rédigé dans la langue anglaise.

**25. Assignment.** Neither party may assign all or part of this Agreement without the prior written consent of the other party, not to be unreasonably withheld. However, without the other party's consent, a party may assign all or part of this Agreement to an entity as part

of a transaction by which all or a substantial part of the assigning party's business is assigned to, or otherwise forms all or part of the business of, such entity (including a present or future affiliate), whether by way of amalgamation, arrangement, transfer, sale or otherwise, provided such entity agrees to be bound by this Agreement and assumes the assigned obligations. The assignor party shall be released from all of its obligations under this Agreement that arise on or after the effective date of such assignment. Notwithstanding the foregoing, an assignment by Client shall be contingent upon Bell determining the Client's assignee to be creditworthy and in compliance with any eligibility criteria for the Services. Bell may also assign any receivable that arises under this Agreement, any right to receive payment related to that receivable and any interest in that receivable or right to receive payment.

**26. Governing Law.** Bell is a federally-regulated undertaking and as such, this Agreement, including all matters relating to its validity, construction, performance and enforcement, shall be governed by applicable federal laws and regulations of Canada, and only those provincial laws and regulations applicable to it in the province in which the address Client provided in this Agreement is located (or the Province of Ontario if the address is outside of Canada). These terms and conditions are subject to amendment, modification or termination if required by such laws or regulations