

BELL ALIANT TERMS OF SERVICE

Your service details, these terms of service and any schedules attached to these terms of service (“**Schedules**”), along with any amendments, all taken together form the entire contract (“**Contract**”) between you (“**Customer**” or “**you**”) and Bell Aliant (a division of Bell Canada) (“**Bell Aliant**” or “**we**”). You should review the entire Contract. All of the parts are important and together create a legal agreement that applies to you once you have accepted it. You may also be provided with a critical information summary that sets out key elements of your agreement with Bell Aliant. Bell Aliant relies upon your word that you have reached the legal age of majority and are authorized to enter into this Contract. To help you to understand your rights and obligations under this Contract, these terms of service are written in a question and answer format.

1. **How do I accept my Contract with Bell Aliant?** You accept this Contract on the earlier of the date: **(a)** you receive a copy of these terms of service; **(b)** you receive the Equipment (see **Section 47**) at your Service Address (see **Section 15**); **(c)** installation has commenced; or **(d)** you access or use Bell Aliant Services (see **Section 2**), unless otherwise determined by applicable laws. You understand and agree that you are bound by this Contract, now and in the future.

2. **What is covered by this Contract?** This Contract is for Bell Aliant Services. The “**Bell Aliant Services**” or “**Services**” (as they will be called in this Contract) include the installation and provision of Internet Services (“**Bell Aliant Internet**”), Home phone Services (“**Bell Aliant Home phone**”), Internet Protocol Television Services (“**Fibe™ TV**” and “**Bell Aliant TV**”) and any additional features. Together Fibe TV and Bell Aliant TV are called “**Bell Aliant Television**”. The Bell Aliant Services include additional equipment owned by Bell Aliant (including equipment rented from Bell Aliant) (“**Bell Aliant Equipment**”) that you may need to receive the Bell Aliant Services, such as devices, receivers, remotes, modems, routers, Wi-Fi pods, accessories, hardware, networks, platforms and/or other products. Bell Aliant Equipment does not include batteries owned by you. The Bell Aliant Services covered by this Contract do not include wireless services provided to you by Bell Mobility Inc., Bell Satellite TV services provided to you by Bell ExpressVu LP, or Bell Wireless Home Internet services provided to you by Bell Canada. Terms of service for Bell Aliant Smart Home security services can be found at bellaliant.ca/terms.

3. **I subscribe to a Bell Aliant Service that is regulated. Does this Contract still apply?** For Bell Aliant Services that are regulated by the Canadian Radio-television and Telecommunications Commission (“**CRTC**”) (“**Regulated Bell Aliant Services**”), the Tariff located at bellaliant.ca/tariffs applies in addition to this Contract. If there is an inconsistency or conflict between this Contract and the Tariff, then the Tariff prevails.

4. **What happens if the CRTC stops regulating my Regulated Bell Aliant Service?** If the CRTC decides it will no longer regulate a Regulated Bell Aliant Service or a feature of a Regulated Bell Aliant Service (sometimes referred to as “forbearance”), then Bell Aliant will continue to honour the terms of the Tariff as though your Bell Aliant Service were still regulated until your term (which is called your “minimum contract period” in the Tariff) expires. After your minimum contract period expires, only this Contract will continue to apply.

5. **What laws apply to this Contract?** Because Bell Aliant is federally regulated, this Contract is governed by the federal laws and regulations of Canada, including the CRTC’s Internet Code and Television Service Provider (“**TVSP**”) Code and any provincial laws which might apply to Bell Aliant in the province in which your Bell Aliant Service is provided.

6. **Can this Contract be transferred?** Bell Aliant may transfer or assign all or part of this Contract (including any rights in accounts receivable) at any time. You may not transfer or assign this Contract, your account or the Bell Aliant Service without Bell Aliant’s prior written consent.

7. **What if parts of this Contract become unenforceable?** If any part of this Contract becomes outdated, prohibited or unenforceable, the remaining terms will continue to apply to you and Bell Aliant.

Remember that even if Bell Aliant does not enforce any part of this Contract for any period of time, the term still remains valid and Bell Aliant can enforce it in the future.

8. **Est-ce que je peux recevoir ce Contrat en français plutôt qu'en anglais?** Vous recevez ce Contrat en anglais car vous résidez en Nouvelle-Écosse, à l'Île du Prince-Édouard ou à Terre-Neuve-et-Labrador (où les documents sont fournis en anglais) ou, si vous résidez au Nouveau-Brunswick, suivant votre demande. Toutefois, si vous résidez au Nouveau-Brunswick et vous souhaitez recevoir votre Contrat en français, veuillez communiquer avec nous (les coordonnées Bell Aliant sont indiquées à l'**article 68**). La version française de ce document est aussi disponible sur bellaliant.ca/modalites.

9. **Can Bell Aliant make changes to this Contract?** Yes. Bell Aliant may change the Bell Aliant Services, and any term or element of the Contract, including the Fees (see **Section 18**). If required, Bell Aliant will give you notice of these changes in writing, at least **30** days (**60** days for certain changes related to Internet Services) before the effective date, using a reasonable method to bring it to your attention, such as by posting it on bellaliant.ca, by including it on or with your bill or by sending it to you by email. This notice will clearly identify the proposed change and the effective date. Also, as required by law, this notice will set out the new term, or amended term and the term as it read before. No other statements (written or verbal) will change or amend this Contract.

10. **What if I want to refuse a change to this Contract made by Bell Aliant?** If you want to refuse the change, your remedy is to cancel the impacted Bell Aliant Service or the Contract (see **Section 58**). For customers in Newfoundland and Labrador, if the change increases your obligations or reduces ours, you may cancel the Contract without penalty, by notifying Bell Aliant up to **30** days after the effective date.

11. **Can I make changes to my Services or to the terms of service that are in this Contract?** You may not make any changes to these terms of service. However, depending on the Bell Aliant Service you subscribe to and your plan details, you may be able to add or remove certain Services or features. You will need to check your plan details to see if additional fees may apply. For more information about Services or features that may be available, including applicable fees, visit bellaliant.ca/myaccount or contact Bell Aliant Client Care. For certain changes or if your account is not in good standing, you may not be able to make changes online and should contact Bell Aliant Client Care. Bell Aliant's contact information is set out in **Section 68**. For more information about making changes to TV Programming, see **Section 45**.

9-1-1

12. **Are there any times when 9-1-1 is not available?** Yes. Bell Aliant Services, including your 9-1-1 service ("**9-1-1 Service**") will not work during network outages, including during planned hardware or software upgrades. As well, third-party communications services or equipment, monitored home security alarms or medical devices (including some monitored by us) that use Bell Aliant Services as a communications pathway may also not function during network outages.

In addition, Bell Aliant's fibre-to-the-home Services ("**FTTH Services**"), including 9-1-1 Service will not work:

- a) during power outages if there is no compatible battery backup solution, or once the compatible battery backup solution has been depleted;
- b) if the hardware, including, if applicable, any compatible battery backup solution used in connection with the FTTH Services (the "**FTTH Equipment**") has been tampered with, damaged or relocated; or
- c) if the FTTH Equipment fails, is not configured correctly or during a reboot/restart (whether spontaneous or initiated by you) of the FTTH Equipment.

You are responsible for the supply of electrical power necessary for the FTTH Services (including 9-1-1 Service) to work. If you require a battery backup solution to provide limited standby time for applicable FTTH

Services in case of a power outage, you are responsible for the supply, monitoring and maintenance of a compatible battery backup solution and any replacement. If Bell Aliant has provided you with a battery backup solution, you are responsible for the supply, monitoring and maintenance of any replacement. You are also responsible for the proper monitoring and maintenance of the FTTH Equipment, including seeking technical servicing from Bell Aliant or a third party, as applicable. Please note, if you have third-party communications services or equipment, a monitored home security alarm or medical device (including some monitored by us), these services, equipment, monitored alarms or devices may not function during a power outage without the use of a compatible battery backup solution with your FTTH Equipment.

We recommend that you have another way of contacting 9-1-1 Service during a power outage or in the case of equipment failure, for example, a mobile phone.

To the extent permitted by applicable law, Bell Aliant is not responsible to anyone for any inability to access 9-1-1 Service or use the FTTH Services or the FTTH Equipment, or for any interference with, or failure of, third-party communications services or equipment, monitored home security alarms or medical devices (including some monitored by us) as a result of the limitations or your failure to comply with the requirements and recommendations set out in this Section 12.

Your Information and Communications Preferences

13. **How does Bell Aliant protect my personal information?** Bell Aliant's commitment to privacy protection is found at the end of these terms of service. Bell Aliant protects your personal information in a manner consistent with our Privacy Policy available at bellaliant.ca/privacy and applicable laws. By entering into this Contract, you agree that Bell Aliant may share your information with other Bell companies and brands as they exist over time, including: Bell Aliant, Bell Canada, Bell ExpressVu LP (Bell Satellite TV), Bell Media, Bell Mobility, Bell MTS, Virgin Mobile Canada, The Source, Cablevision du Nord, DMTS, KMTS, NorthernTel, Ontera, Solo Mobile and Télébec ("**Our Companies**").

14. **Does Bell Aliant collect, use or disclose my credit information? Yes, Bell Aliant may perform credit checks on you and collect and use information about your credit and payment history from Our Companies, credit reporting agencies or other credit grantors to assess your creditworthiness, update your information, activate Services you ordered, or to assist in collection efforts, all from time to time. Bell Aliant may also disclose your credit and payment history with Our Companies to credit reporting agencies and credit grantors to assist with assessing your creditworthiness, and to collections agencies to assist with the collection of monies owed, also from time to time. A security deposit may be required to determine your eligibility for Services should you decline a credit check upon activation (see Section 25).**

15. **How can I be sure that Bell Aliant has accurate contact information for my account?** You are responsible for keeping the contact and payment information you provide to Bell Aliant (including name, mailing address, email address, address where the Bell Aliant Services will be provided to you ("**Service Address**"), phone number, and any authorized users) up to date. If this Contract is cancelled, you will provide Bell Aliant with forwarding information for final bills or correspondence if your new contact information is different from the information we have on file. Visit bellaliant.ca/myaccount or call us to confirm that the information we have on file is correct. If you do not provide an accurate forwarding address you may forfeit any outstanding credits or deposits on your account.

16. **How does Bell Aliant recommend and market products and services to me?** At Bell Aliant, we use a number of ways to keep our customers informed about the products and services Our Companies provide. We recommend products and services to you based on your account information, eligibility and your needs and preferences as determined by your purchase and use of our products and services. We may also reach out to inform you of ways to save, new product and service releases, and other useful information using a variety of means, including by sending you commercial electronic messages or calling you. You can unsubscribe or manage your communication preferences for commercial electronic messages by visiting bellaliant.ca/unsubscribe, and you can opt-out from telemarketing messages by calling 1 888 214-7896. You will

continue to receive service-related messages even if you choose not to receive marketing communications. Bell Aliant will not disclose your personal information to third-parties to market their products and services without your express consent.

Term and Renewal

17. **How long is my Contract for my Bell Aliant Services?** There is no set period unless you and Bell Aliant agree to a contract term of greater than one month (for example, **12** months) (a “**Fixed Term**”) for particular Bell Aliant Services. At the end of any Fixed Term, Bell Aliant will continue to provide the Bell Aliant Services to you without a set period, at Bell Aliant’s then-applicable rates, unless you cancel the applicable Bell Aliant Services.

Fees, Billing and Payment

18. **How does Bell Aliant charge me for Bell Aliant Services?** Bell Aliant will invoice you monthly. You will be charged in arrears for recurring charges. One-time charges will be charged to your account at time of order or use unless otherwise specified. Upon cancellation, your Fees for Bell Aliant Services will be prorated to your last day of service. Please note that a minimum subscription period may apply to certain TV Programming and Premium Sports is subject to specific billing and cancellation rules. See **Sections 46 and 40** for more information. As well, you may purchase certain individual pay per use services not included as part of a Bell Aliant Service subscription (for example, PPV, On Demand services (see **Section 38**) and long distance calling). Pay per use services will be charged at the rate or charge in effect at time of purchase or use. Long distance calls are rounded up to the nearest minute, unless otherwise stated. These rates and charges may be found on bellaliant.ca, on an on-screen purchase flow, in **Schedule A** or by contacting us (Bell Aliant’s contact information is set out in **Section 68**), and may change over time, in some cases without notice. You must pay all fees due for Bell Aliant Services, whether recurring or one-time charges (“**Fees**”) and taxes within **30** days of Bell Aliant’s bill date. If payment is not **received** by Bell Aliant within **30** days of the bill date, you will be charged interest from the bill date on the balance owing at the compounded interest rate set out in **Schedule A**, calculated and compounded monthly from the bill date (“**Late Payment Charge**”). Bell Aliant may refer your account to collections agencies as a result of your failure to pay amounts owing to Our Companies, as applicable. Bell Aliant may bill you for Fees and applicable taxes up to **12** months after the date they were incurred.

19. **How can I pay my bill for Bell Aliant Services?** Your bill sets out acceptable payment methods which may change without notice. You may also set up a pre-authorized payment plan through bellaliant.ca/myaccount. If you provide a credit card or bank account (or other pre-authorized payment method) to Bell Aliant for your monthly payments, you authorize Bell Aliant to charge your credit card or debit/charge your account for all outstanding Fees, taxes and account balances due under this Contract, including any applicable Late Payment Charges, NSF charges (see **Schedule A**) and Cancellation Charges (see **Section 59**), and this constitutes Bell Aliant’s good and sufficient authority for doing so. You confirm that the credit card or bank account is in your name, is valid and has not expired. You must promptly advise Bell Aliant if your credit card or bank account information changes.

20. **What if I dispute a Fee on my bill?** If you question or dispute any Fees on your bill, you must do so within **90** days of the bill date; otherwise you accept all Fees. Disputed Fees will not be considered past due unless Bell Aliant has conducted an investigation and concluded that the Fees are correct and there is no basis for the dispute. You must pay all undisputed portions of the Fees within **30** days of the original bill date, failing which the undisputed portion of the Fees will be past due and you will be charged, and must pay, the Late Payment Charge for the undisputed portion.

21. **How do Bell Aliant bundles work?** Bell Aliant bundles are made up of a group of core services (for example, Bell Aliant Television, Bell Aliant Internet and Bell Aliant Home phone) (“**Bundle Components**”) and are priced on an aggregate basis. Prices for individual Bundle Components cannot be

broken out of the bundle on a per service basis. If you subscribe to a bundle and wish to add or cancel a Bundle Component, you will have to cancel your existing bundle and re-select the services you wish to receive at then current prices. A new bundle may be available depending on the services you select. In all cases, before you cancel, check your plan details for any restrictions.

22. **How do discounts or promotions work?** Bell Aliant will apply any discounts, incentives or promotions (including promotional bundle or multi-service discounts or credits) to your account while: **(a)** Bell Aliant maintains these discounts, incentives, or promotions; and **(b)** you meet the applicable eligibility requirements. Bell Aliant may change any discounts, incentives or promotions and the eligibility requirements at any time. Before making changes to your Bell Aliant Services (including Programming (defined in **Section 38**) or features), please review applicable restrictions and/or eligibility requirements, as certain changes may result in loss of, or changes to, discounts or promotions. Please note, promotional pricing may not apply to partial billing periods (this means, for example, if a Bell Aliant Service is cancelled in the middle of a billing period, you may not receive promotional pricing for that partial billing period).

23. **What additional charges may be applied to my bill?** Bell Aliant may charge additional Fees to offset administrative, processing, environmental or service costs for your account (for example, Fees for collections efforts due to non-payment or returned payments, suspension, disconnection or reactivation of Bell Aliant Services). These charges may be found on bellaliant.ca, in **Schedule A** or by contacting us (Bell Aliant's contact information is set out in **Section 68**) and may change over time.

24. **Are there restrictions on Unlimited Internet use?** Unlimited use of Bell Aliant Internet is subject to the restrictions in Bell Aliant's Responsible Use of Bell Aliant Services policy ("**Responsible Use Policy**") set out in **Schedule B**.

25. **Will Bell Aliant ever require a deposit or interim payment?** Bell Aliant may require you to make a deposit if you are unable to provide satisfactory credit information or have an unsatisfactory credit history or credit rating. In Newfoundland and Labrador, or if you subscribe to Bell Aliant Internet, deposits will earn interest calculated annually as the Bank of Canada rate plus **1.0%**, calculated from the date the customer provides the deposit to the date it is returned. Otherwise, deposits will earn interest calculated in accordance with the provisions respecting interest on deposits set out in Bell Aliant's Tariff. When you have had a minimum of nine months service with Bell Aliant and within that period have made six consecutive monthly bill payments in full and on time, typically the conditions for the deposit will no longer apply. Bell Aliant may apply the deposit and any earned interest against the outstanding Fees or other amounts you owe to Bell Aliant and/or any Bell company referred to in **Section 26**. In exceptional circumstances, Bell Aliant may also require you to pay the Fees and applicable taxes on an interim basis, despite your monthly billing cycle. If this happens, you must pay these amounts on or before the required due date to avoid cancellation or suspension of your Bell Aliant Services.

26. **What if I have another account with Bell that is in arrears?** If your account with Bell Canada (which includes Bell Aliant and Bell MTS), Bell Mobility (including Virgin Mobile) or Bell ExpressVu is in arrears, Bell Aliant may bill you for, collect or set off any amounts owed to these companies. Bell Aliant may also refuse to provide you with any Bell Aliant Services if you do not pay amounts owed to these companies.

Responsible Use of Bell Aliant Services

27. **How does Bell Aliant help to ensure fair network access, efficient operation and the responsible use of Bell Aliant Services?** Bell Aliant works hard to ensure fair network access to all users and the continuous, efficient operation of the Bell Aliant Services. Bell Aliant may manage network resources using methods which include: **(a)** prioritization or deprioritization of network access; and **(b)** Internet traffic management practices such as allocation of bandwidth (which may impact speeds), filtering for spam and malicious or illicit content, anti-virus mechanisms or other measures to protect the integrity of the network (such as the blocking of your traffic or other traffic in the event of denial of service attacks), all in a manner consistent with applicable law. For a description of our Internet traffic management practices, please visit bellaliant.ca/ITMP. In addition, Bell Aliant enforces the rules contained in the Responsible Use Policy set out

in **Schedule B**. You must comply with the Responsible Use Policy and all applicable laws when using the Bell Aliant Services. Bell Aliant has the right (but not the obligation) to monitor Bell Aliant Services (electronically or otherwise), including your use of Bell Aliant Services and the location of any Equipment (see **Section 47**) or Personal Devices (see **Section 42**) receiving the Bell Aliant Services. From time to time, Bell Aliant may ask you to connect Equipment to a specific network so that Bell Aliant may verify its location and you must immediately do so. Bell Aliant may monitor or investigate any content, use of Programming (see **Section 38**) or your use of Bell Aliant's networks, including bandwidth consumption and how it affects operation and efficiency of the network and Bell Aliant Services. Bell Aliant may 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 Bell Aliant Services and to protect itself or others and ensure Services are not being used contrary to the Responsible Use Policy.

28. **How do I help protect my Bell Aliant account?** You are responsible for the protection of your account(s) and password(s) and for all use of your account, the Bell Aliant Services and Bell Aliant Equipment by yourself and other users (authorized or not). You must also protect your computer systems, software, and the Equipment (see **Section 47**) from theft, unauthorized use and system corruption. You are responsible to back up and safeguard your data, including your email and voicemail messages. Bell Aliant may delete your data if the Bell Aliant Service is cancelled, or if you fail to access it within a certain period of time (as determined by Bell Aliant). If you have concerns about unauthorized persons ordering Bell Aliant Services without your permission, you should investigate the appropriate use of parental controls, passwords and personal identification numbers (PIN) for your account, depending upon the Bell Aliant Service you are concerned about.

29. **What am I responsible for if my Bell Aliant account is compromised?** You must notify Bell Aliant immediately should you suspect unauthorized use of the Bell Aliant Services or if Bell Aliant Equipment is lost or stolen. You are responsible for payment of all Fees and taxes charged to your account, whether authorized by you or not, which is why it is so important to protect your account and keep account information (including authorized users) up-to-date.

Bell Aliant Services

30. **Do I need to do anything to help Bell Aliant provide Services to me?** Where required, you shall: **(a)** appoint Bell Aliant to act as your agent solely to ensure Bell Aliant can provide you with the requested Bell Aliant Services, including (if necessary) cancelling services with your current service provider(s) and ensuring Bell Aliant's right to access and use the inside wiring at your Service Address; and **(b)** provide Bell Aliant (including our third-party agents or contractors) access to your property or premises for installation, maintenance and related purposes, as more particularly described in these terms of service. Bell Aliant is not responsible for the state or condition of existing wiring or Your Equipment (see **Section 47**) and may require repairs or modifications in order to install Bell Aliant Services.

31. **What if I am experiencing technical issues with the Bell Aliant Services?** Please contact Bell Aliant for technical support. When providing you with technical support, you agree that Bell Aliant (including third-party service providers who may be located outside of Canada) may access, take control of the Equipment by remote control, including the installation and, where applicable, de-installation of certain software. Bell Aliant's technical support contact information is set out in **Section 68**.

32. **Are there circumstances when Bell Aliant might not be able to provide the Services I ordered?** Unfortunately, yes. The check(s) completed by Bell Aliant when you placed an order for Bell Aliant Services are preliminary. The performance and availability of the Service may depend on several factors, including the location of Equipment (see **Section 47**), the structure to which the Equipment is attached, the configuration of the Equipment, demands on the network and/or network congestion, weather conditions, geography or even third-party restrictions that Bell Aliant does not control. Bell Aliant has the right to provide the Bell Aliant Service and Bell Aliant Equipment that Bell Aliant finds better suited to your particular circumstances. Certain Bell Aliant Services may not be available and/or offered from time to time and Bell Aliant may cancel such services as set out in **Section 63**. Bell Aliant may not be able to provide a Bell Aliant

Service (including certain Bell Aliant Equipment) to you up to, including, and after installation or Bell Aliant may refuse to provide a Bell Aliant Service to you, if in doing so, it would have to incur unanticipated, unusual or unreasonable expenses (such as securing rights of way or special construction or providing service to certain conference or adult services or to high-cost areas to an extent not supportable by your rate plan and Fees).

33. **I subscribe to Bell Aliant TV. What is the difference between Bell Aliant TV and Fibe TV?** Certain applications and features with larger bandwidth demands are not available with Bell Aliant TV (for example, Restart and access to certain applications). Certain features may also be limited on Bell Aliant TV (for example, the number of television streams and signal resolution available). Depending on the location of your home, Fibe TV may not be available to you. You can check to see if Fibe TV is available at your home by visiting bellaliant.ca/fibetv.

34. **Do I own the numbers/identifiers that Bell Aliant assigns to me?** No. Bell Aliant may issue or assign to you certain unique identifiers for the Bell Aliant Services (for example, a phone number, IP address, email address, web space URL, host name, etc.). You do not own or acquire any right in any assigned number or identifier. Bell Aliant may change, withdraw or re-assign any number, email address or other identifier.

35. **How do I transfer Bell Aliant Service(s) (including a phone number that has been provided to me)?** The process depends on whether you are transferring services (or a phone number) to or from Bell Aliant.

a) Transfers to Bell Aliant. Bell Aliant will request your existing service provider to “transfer-in” or “port-in” your existing assigned phone number and/or transfer your existing service(s) if you: **(i)** confirm that you have the right to make the request; **(ii)** authorize Bell Aliant to share with your existing service provider your information relevant to the transfer request (which may include personal information); and **(iii)** complete and sign any required request form. You are responsible for payment of fees owed to your existing service provider, including any applicable cancellation charge.

b) Transfers from Bell Aliant. Upon your request or at the request of your new service provider, if your assigned account, phone number and/or Bell Aliant Service(s) are active, Bell Aliant will, upon cancellation of the applicable Bell Aliant Services, process a transfer request (or in the case of a phone number assigned to you, a “transfer-out” or “port-out” request), to your new chosen service provider. You are responsible for all Fees and taxes associated with the transfer from Bell Aliant, including any applicable Cancellation Charges (see **Section 59**).

Bell Aliant is not responsible for any interruption, disruption or disconnection of any services or loss of any promotions associated with a transfer request. Before your new service provider cancels a Bell Aliant Service on your behalf, it is your responsibility to review the impact such cancellation may have on your eligibility for any discounts or promotions associated with any other Bell Aliant Services. A transfer request does not include the transfer of any associated services (including voicemails), or Bell Aliant Equipment.

36. **Am I responsible for content that I provide in connection with Bell Aliant Services?** Bell Aliant assumes that you own any content you post, upload, store, transmit or communicate to others using the Bell Aliant Services, including data, documents, videos, music, photos, etc. or that you have the necessary rights to use it. You are responsible for this content. Bell Aliant is not responsible for the unauthorized use or distribution of this content (including third-party content).

37. **Can Bell Aliant use my content?** To provide Bell Aliant Services, Bell Aliant may need to use, copy, adapt, transmit, display, publish and perform, distribute and create compilations and derivative works from your content. By agreeing to receive the Bell Aliant Services, you waive your moral rights and you authorize Bell Aliant to perform these activities in relation to your content anywhere in the world, solely as required for Bell Aliant to provide you the Bell Aliant Services. You acknowledge that Bell Aliant may store your content 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 Aliant), or if the applicable Bell Aliant Service is cancelled, Bell Aliant may delete such content without notice to you.

38. **What content does Bell Aliant provide?** Bell Aliant provides content as part of certain Bell Aliant Services, including programming packages and subscriptions, personal video recorder (“PVR”) services, pay per view (“PPV”) services, on-demand (“On Demand”) services, interactive services, applications, à la carte programming and any other related Services that Bell Aliant provides to you (“Programming”). Certain Programming, features and/or services (for example, PVR, PPV, and On Demand services) may not be available with certain Bell Aliant Services and/or certain Personal Devices (see **Section 42**).

39. **What are the rules for PPV and On Demand services?** All sales of PPV or On Demand Programming are final. If Bell Aliant is unable to provide any PPV or On Demand Programming that you have ordered, upon request, Bell Aliant will credit you the amount charged for that PPV or On Demand Programming. To the extent permitted by applicable law, Bell Aliant is not responsible for cancelled events or failure to provide any PPV or On Demand Programming. Certain PPV or On Demand Programming may only be ordered if you also subscribe to other Programming. You must have a continued subscription to Bell Aliant Television to access PPV or On Demand Programming.

40. **What are the rules for premium sports Programming?** When you subscribe to premium sports Programming (“Premium Sports”), your subscription continues from season to season at the then-applicable rate and may be billed on an installment basis. You will be provided with notice of the applicable pre-season cancellation deadline before the season starts, so that you may cancel your subscription without charge. If you cancel after the applicable pre-season cancellation deadline, you must pay the full amount (or any remaining installments) for the season. No credit or refund will be provided after the pre-season cancellation deadline.

41. **Is the Programming I subscribe to always available?** All Programming is provided on a “subject to availability” basis and is subject to change. Certain Programming, including sports events, may be “blacked out” in your area of reception sometimes for copyright or other reasons. Programming may also be discontinued by the Programming provider or subject to temporary interruption due to causes outside of Bell Aliant’s control (such as the weather or satellite failure). Any refund or credit for interruptions or unavailability is entirely at Bell Aliant’s discretion. Bell Aliant will not refund charges or credit you for any blackout period.

42. **Can I watch the Programming I subscribe to on my personal devices or just my TV?** Where permitted by the Programming provider, Bell Aliant may authorize you to receive and view select Programming on certain end-user devices such as personal computers, tablets, mobile devices, streaming devices and other supported devices using specified authentication credentials (“Personal Devices”), in addition to your TV. If you are a Fibe TV subscriber accessing Programming through a Personal Device, you may activate a maximum of five devices on your account at any time unless Bell Aliant tells you otherwise (on your personal computer each browser will count as one device). **Note, viewing of Programming on Personal Devices may be subject to any data usage charges regularly associated with the use of such Personal Devices. You are responsible for any data usage charges.**

43. **Can I share my Programming and can I watch it anywhere?** The right Bell Aliant provides you to receive and view the Programming is for your private viewing at the Service Address provided to Bell Aliant and on certain Personal Devices. Other than as authorized by Bell Aliant for viewing on certain Personal Devices, you agree not to access, receive, listen to or view (or try to access, receive, listen to or view) any of the Programming outside of your private residence which you listed as your Service Address. You may not share any of your account or authentication credentials (for example, any username or password) that may be used to access any Services, including Programming, with any person that is not currently a resident at your private residence which you listed as your Service Address.

44. **Can I rebroadcast or copy the Programming I subscribe to?** No. The Programming may not be rebroadcast, copied, transmitted or performed in any form, and no admission may be charged or any other consideration received by or for your benefit from any third-party in return for allowing such third-party

to listen to or view any Programming provided by Bell Aliant. However, you may use PVRs or similar devices for private, non-commercial recording of Programming.

45. **Can I make changes to the Programming I subscribe to?** Yes. You may order new Programming (and obtain information about applicable charges) or downgrade your Programming online through My Account (bellaliant.ca/myaccount) or by contacting Bell Aliant Client Care. For certain changes or if your account is not in good standing, you may not be able to make changes online and should contact Bell Aliant Client Care. Bell Aliant's contact information is set out in **Section 68**.

46. **Is there a minimum subscription period for certain Programming?** Yes. Certain Programming may be subject to a minimum **30** day subscription period and if so, we will let you know. Provided you have met the minimum subscription period, Bell Aliant will deactivate this Programming effective as of the date Bell Aliant receives your request and applicable charges will be prorated. No credit or refund will be payable in respect of such cancelled or downgraded Programming. Please note, Premium Sports is subject to specific cancellation rules. See **Section 40** for more information about Premium Sports.

Equipment

47. **Who is responsible for the Equipment I need to use the Bell Aliant Services?** You are responsible for the equipment, devices and systems you own, for example, your computer, TV, streaming device ("**Your Equipment**") and any Bell Aliant Equipment you use with the Bell Aliant Services (together, "**Equipment**") and all associated risks. You are responsible for maintaining safe access to and the security of the Equipment, and any data backup required, is your responsibility. You must take reasonable care of any Bell Aliant Equipment and maintain it in good working condition following the manufacturer's recommendations ("**Good Condition**"). Bell Aliant may replace, upgrade or modify the Bell Aliant Equipment required for the use of Bell Aliant Services, migrate your Bell Aliant Services to other networks or platforms, or change its suppliers. You must ensure that at all times Your Equipment meets Bell Aliant's minimum requirements (see bellaliant.ca/minreq) to use Bell Aliant Services and is compatible with Bell Aliant Equipment.

48. **How is the Equipment installed?** All Bell Aliant Equipment must be installed and activated by Bell Aliant at the Service Address, unless Bell Aliant makes a self-installation option available (self-installation may also be available for other Equipment). If you choose any self-installation option, you are responsible for and assume all risks and liability associated with installation, activation and use, including any deviation from any recommendation provided by Bell Aliant or the manufacturer on the set-up and use of the Equipment. The installation and activation of Equipment by Bell Aliant or you may be subject to charges. If you subscribe to Fibe TV or Bell Aliant TV, you may activate a maximum of 10 receivers or four receivers, respectively on your account at any time unless Bell Aliant tells you otherwise. If you miss your installation appointment with Bell Aliant, Bell Aliant may, in its discretion, charge you a missed appointment fee representing an estimate of damages suffered by Bell Aliant as a result.

49. **What happens if Equipment becomes out of date?** Bell Aliant may change the minimum requirements for Equipment, in which case you may need to update or replace Your Equipment. If you fail to do so, Your Equipment might not be adequate to access or use Bell Aliant Services and your only remedy is to cancel the affected Bell Aliant Services. Bell Aliant does not guarantee that Bell Aliant Services will be compatible with all system configurations.

50. **Does Bell Aliant provide software updates?** You agree to Bell Aliant installing, modifying or removing Bell Aliant (or other) software on your Equipment to the extent such downloads are reasonably necessary for the continued efficient operation of your Bell Aliant Services. For example, without additional notice Bell Aliant may update or upgrade, modify or remove the software to ensure it remains compatible with and functions properly with any technological improvements to the Bell Aliant Services. These installs, modifications, updates or removals may be required for you to continue receiving the Services.

51. **Can I move the Equipment once it is installed?** Unless Bell Aliant tells you otherwise, you must not use, alter or disturb any Equipment or the inside wiring in any way that might impact the provision of Bell Aliant Services. Remember that additional Fees may apply if any repair or restoration is required unless Bell Aliant tells you otherwise.

52. **What are my Equipment options?** Unless purchased outright (as available), the equipment that is needed to receive the Bell Aliant Services (for example, TV receivers) will be provided to you on a rental basis. Rented Bell Aliant Equipment will remain the property of Bell Aliant. Bell Aliant may, in its discretion and at any time, replace any part of the Bell Aliant Equipment with new or refurbished equipment of comparable functionality. For some Bell Aliant Equipment, certain functionality is only available for an additional service fee. Any limited warranties found in the user manuals of any Bell Aliant Equipment do not apply to rental equipment.

a) What happens if Bell Aliant Equipment is lost, stolen or damaged? When you rent Bell Aliant Equipment, the risk of loss, theft or damage passes to you when the Bell Aliant Equipment is delivered to your Service Address. You are responsible for replacing Bell Aliant Equipment at your own cost and for all Fees incurred as a consequence of its loss, theft, destruction or damage. To the extent permitted by applicable law, Bell Aliant may, in its discretion, enter onto your property and inspect, maintain, repair, relocate or replace any Bell Aliant Equipment as needed.

b) When do I return Bell Aliant Equipment? You will follow Bell Aliant's instructions regarding the return to Bell Aliant of all Bell Aliant Equipment, which must be returned in Good Condition (reasonable and normal wear and tear excepted) within **30** days of **(i)** the cancellation (by you or Bell Aliant) of the applicable Bell Aliant Service or this Contract; or **(ii)** Bell Aliant's request.

c) What happens if I don't return Bell Aliant Equipment or return it damaged? To the extent permitted by applicable law, if you fail to return any of the Bell Aliant Equipment as required by Bell Aliant in Good Condition within **30** days, Bell Aliant may charge you the Bell Aliant Equipment non-return fees as set out in **Schedule A**, plus applicable taxes.

d) What happens to the Bell Aliant Equipment when it is no longer useful? Upon cancellation, or at the end of the Bell Aliant Equipment's expected useful life (as determined by Bell Aliant), Bell Aliant may **(i)** attend at your Service Address to remove the Bell Aliant Equipment (in whole or in part) subject to a removal fee, in which case you will obtain and grant, at your cost, all approvals necessary for Bell Aliant to attend at your Service Address for de-installation and removal of Bell Aliant Equipment; **(ii)** abandon and leave the Bell Aliant Equipment (in whole or in part) at your Service Address; or **(iii)** request that you return the Bell Aliant Equipment as set out above.

Warranties and Bell Aliant's Liability

53. **Are there any warranties on the Bell Aliant Services?** To the extent permitted by applicable law, Bell Aliant makes no warranties, representations, claims, guarantees or conditions of any nature, express or implied, including fitness for a particular purpose, merchantability, title or non-infringement, with respect to any Bell Aliant Services. Bell Aliant assumes no liability for any claims, damages, losses or expenses arising out of or otherwise relating to the unavailability of any Bell Aliant Services (including any service outage), even where such unavailability occurs after installation or activation of the Bell Aliant Services.

54. **Does Bell Aliant issue credits for service outages?** Any credit or refund for any service unavailability or service outage is entirely at Bell Aliant's discretion.

55. **Are there any warranties on Equipment that I purchase from Bell Aliant?** To the extent permitted by applicable law and unless otherwise expressly provided for by Bell Aliant in writing, Bell Aliant makes no warranties, representations, claims, guarantees or conditions of any nature, express or implied,

including fitness for a particular purpose, merchantability, title or non-infringement, with respect to Equipment that you purchase, or otherwise acquire title to and ownership of, from Bell Aliant. Your Equipment may have a manufacturer's warranty. Please review any manufacturer's warranty to understand what protection it offers and how long it lasts. Check the materials provided with Your Equipment for any applicable warranty (please note, if you previously purchased a battery from Bell Aliant, you can also visit bellaliant.ca/battery for any applicable warranty).

56. **How does Bell Aliant limit its liability? To the extent permitted by applicable law, Bell Aliant's liability for negligence, breach of contract, tort or other causes of action, including fundamental breach, is limited to payment, upon request, for actual and direct damages of a maximum amount of the greater of \$20 or an amount equal to the service fees payable during any service outage. Other than the foregoing payment and to the extent permitted by applicable law, Bell Aliant is not responsible to anyone for any damages, including direct, indirect, special, consequential, incidental, economic, exemplary or punitive damages.**

57. **Are there any circumstances when Bell Aliant has no liability at all?** In addition to the circumstances described elsewhere in this Contract where Bell Aliant has already stated it is not responsible for any claims, losses, damages or expenses, to the extent permitted by applicable law, Bell Aliant is not responsible for any claims, losses, damages or expenses relating to: **(a)** its entry onto your property to inspect, maintain, repair, relocate or replace any Bell Aliant Equipment; **(b)** any missed installation or other appointment for any Bell Aliant Services; **(c)** de-installation or removal of the Bell Aliant Equipment; or **(d)** distribution of content by you or third-parties. More generally, to the extent permitted by applicable law, Bell Aliant will not be responsible for failing to meet obligations due to causes beyond its reasonable control, including work stoppage, labour disputes and strikes (including those involving Our Companies), pandemics, war, terrorism, civil insurrection, any law, order, regulation or direction of any government, failure of the public power grid, unlawful acts, your failure to act in accordance with this Contract, or the act or omission of a telecommunications carrier whose network is used in establishing connection to a point which Bell Aliant doesn't directly serve, acts of nature and all other *force majeure* events.

Cancelling and Suspending Bell Aliant Services

58. **How can I cancel my Bell Aliant Services?** We'll be sorry to see you go, but if you need to, you may contact Bell Aliant to cancel some or all of your Bell Aliant Services with the date on which you want cancellation to be effective (subject to any minimum subscription periods that may apply to certain Programming and the Premium Sports cancellation rules). Bell Aliant's contact information is set out in **Section 68**.

59. **What charges am I responsible for when my Bell Aliant Services end?** Upon cancellation, you must pay all amounts owing, including all Fees and applicable taxes for Bell Aliant Services which have been provided up to your last date of service. As noted, a minimum subscription period may apply to certain Programming and Premium Sports is subject to specific cancellation rules. In addition, to the extent permitted by applicable law, if you cancel a Bell Aliant Service that is subject to a Fixed Term prior to its expiration date, or if Bell Aliant cancels for cause your Bell Aliant Service that is subject to a Fixed Term, then you must pay Bell Aliant the cancellation charge applicable to that Service set out in your service details or **Schedule A ("Cancellation Charge")**, plus applicable taxes. The Cancellation Charge is not a penalty; it is an estimate of damages suffered by Bell Aliant as a result of your early cancellation of Bell Aliant Services.

60. **What if I have a credit balance on my final bill?** For balances equal to or above **\$10** and under **\$500** on your final bill, Bell Aliant will mail a cheque to your preferred mailing address within **90** days of the date of that bill. For balances not refunded in this manner, you must contact Bell Aliant to request that we mail a cheque to your preferred mailing address.

61. **What happens if I cancel my Bell Aliant Services prior to activation?** To the extent permitted by applicable law, if you cancel your order prior to activation of any Bell Aliant Service you may be charged a

cancellation fee, plus applicable taxes, representing an estimate of damages suffered by Bell Aliant as a result of your failure to activate the Bell Aliant Service.

62. **Can Bell Aliant suspend or cancel Bell Aliant Services?** Yes, to the extent permitted by applicable law, at any time Bell Aliant can, without notice and for cause, suspend or cancel any order, the Bell Aliant Services in whole or in part (including blocking numbers or area codes or disconnecting your access to Programming), or disable Bell Aliant Equipment. Cause includes the situations listed below:

a) you breach or fail to comply with any part of the Contract, including if: **(i)** you fail to pay Bell Aliant in accordance with this Contract, fail to provide or maintain a deposit or interim payment when required to do so (see **Section 25**), you are late paying any deferred amounts under any payment arrangements with Bell Aliant, or you have previous past due amounts owing to Bell Aliant or a Bell company referred to in **Section 26** (see **Section 20** if you dispute any Fees that are past due); or **(ii)** you (or any user, authorized or not) fail to comply with the Responsible Use Policy; or

b) your use of Bell Aliant Services is not consistent with your ordinary usage patterns.

In taking any action under this **Section 62**, Bell Aliant will comply with the CRTC's Deposit and Disconnection Code and the Internet Code, as applicable.

63. **Can Bell Aliant cancel my Bell Aliant Service or my Contract?** Yes. To the extent permitted by applicable law, Bell Aliant can cancel any Bell Aliant Service or this Contract upon a minimum of **30** days' (**60** days' in Newfoundland and Labrador) prior written notice to you, including where Bell Aliant ceases to offer a Bell Aliant Service to which you subscribe.

64. **Do I still have to pay Bell Aliant if my Bell Aliant Services are suspended?** Yes. You are responsible to pay for Bell Aliant Services (including Bell Aliant Equipment) even while they are suspended. If the reason for suspension has not been resolved within **14** days from the suspension date, Bell Aliant may cancel your Bell Aliant Service and recover any Bell Aliant Equipment. If you wish to resume your subscription to any Bell Aliant Service, you shall pay any amounts owing and the applicable installation and/or (re)activation fee set out in **Schedule A**, plus applicable taxes. You are responsible for notifying any third-party providers of services, merchandise or information of the cancellation of the Bell Aliant Services or this Contract.

65. **Does any part of this Contract continue after cancellation of Bell Aliant Services?** Yes. Rights and obligations which by their nature continue beyond cancellation will continue to survive and remain in effect even after the applicable Bell Aliant Service or Contract has been cancelled. This includes, but is not limited to, the following sections: **Sections 13-16 (Your Information and Communications Preferences)**, **Sections 18-26 (Fees, Billing and Payment)**, **Sections 47, 52 (Bell Aliant Equipment)**, **Sections 53-57 (Warranties and Bell Aliant's Liability)**, this **Section 65** and the last paragraph of **Section 12**.

Get More Information/Contact Bell Aliant

66. **Is this Contract available in alternative formats?** Yes. You can request alternative formats and find more information about Bell Aliant's accessibility services at bellaliant.ca/accessibility, via email at accessible@bellaliant.ca or you can call 1 800 694-9313.

67. **Where can I find more information about Internet and TV trial periods for persons with disabilities?** If you (or a member of your household) are an Internet and/or TV customer with a disability, you are entitled to a trial period of **30** days to determine if Bell Internet and/or Bell Aliant Television and related Equipment meet your needs. For more information, contact us via email at accessible@bellaliant.ca or you can call 1 800 694-9313.

68. **How do I contact Bell Aliant Client Care?** If you have any questions or concerns about your Bell Aliant Services or your Contract, we'd be happy to help. Contact information is provided below.

Contact Information	Technical Support
By Phone: <ul style="list-style-type: none"> 1 866 425-4268 Online Chat <ul style="list-style-type: none"> bellaliant.ca 	By Phone: <ul style="list-style-type: none"> Home phone Repair: 611 Internet/TV Support: 1 800 773-2121
<p>For information about how to escalate complaints within Bell Aliant, please visit bellaliant.ca/heretohelp</p>	

69. **Does Bell Aliant provide tools to help manage my bills?** Yes. Through My Account, Bell Aliant provides tools to view your account balance, get an explanation of your charges, make payments and more. Visit bellaliant.ca/myaccount to set up My Account.

70. **What if I have a complaint that Bell Aliant hasn't been able to resolve?** If you have a complaint that Bell Aliant Client Care (contact information listed above) has been unable to resolve to your satisfaction, you can contact the Commission for Complaints for Telecom-television Services ("CCTS"): P.O. Box 56067 – Minto Place RO, Ottawa, Ontario, K1R 7Z1. Toll-free: 1 888 221-1687. TTY: 1 877 782-2384. Fax: 1 877 782-2924. Email: response@ccts-cprst.ca. CCTS website: ccts-cprst.ca.

71. **Where do I find information about the Internet Code and TVSP Code?** Information about the CRTC's Internet Code and TVSP Code can be found at crtc.gc.ca.

SCHEDULE A: FEES

In addition to the Fees set out in your service details or on bellaliant.ca, to the extent permitted by applicable law, you may be subject to some of the following account or service Fees or charges. All Fees and charges are subject to change in accordance with the Contract. All Fees and charges are subject to applicable taxes and are per occurrence unless otherwise specified by Bell Aliant. Additional Fees not set out below may apply depending on the Bell Aliant Service ordered and your Service Address. You will be notified of any such additional Fees prior to being charged. Fees may be lower in certain locations, cases or where required by law.

ACCOUNT FEES	AMOUNT
Late Payment Charge	3.00% /month or 42.576% /year
Reactivation Service Charge (account suspended for non-payment)	\$43.30
NSF / Returned Payment / Pre-Authorized Payment Denial	\$25.00
Equipment Relocation Fee	\$95.00
Wiring Repair Fee	\$75.00
Paper Bill Reprint Fee	\$10.00/bill
Temporary Suspension - Home phone only (minimum 1 month, maximum 11 months)	50% of regular monthly charge
Temporary Suspension – Bell Aliant Bundle (minimum 1 month, maximum 11 months)	\$20.00/month
SERVICE FEES	AMOUNT
Bell Aliant Home phone	
Activation Service Charge (without tech visit)	\$43.30
Activation Service Charge (with tech visit)	\$95.00
Home phone Jack Installation (new customer)	\$42.00 per jack
Home phone Jack Installation per tech visit (existing customer)	\$108.00 for the first jack \$21.00 for each additional jack
Bell Aliant Internet (Fibe and High-Speed)	
Installation Fee	\$60.00
Installation Fee (with tech visit when self install is possible)	\$99.00
Fibe Modem Non-Return Charge	\$199.00
High-Speed Modem Non-Return Charge	\$60.00
Wi-Fi Pod Non-Return Charge	\$100.00/pod
Fibe TV	
Installation Fee	\$60.00
Adding additional receiver (without tech visit)	\$50.00
Adding additional receiver (with tech visit)	\$150.00
Receiver Non-Return Fee	\$300.00
Replacement TV Remote Control	\$30.00
Bell Aliant TV	
Installation Fee	\$60.00
Adding additional receiver (with tech visit)	\$50.00
Receiver Non-Return Fee	\$300.00
Replacement TV Remote Control	\$30.00

SCHEDULE B: RESPONSIBLE USE OF BELL ALIANT SERVICES

Are there any rules regarding my use of Bell Aliant Services? Yes. Abuse or misuse of Bell Aliant Services or the Bell Aliant network impacts every customer of Bell Aliant and is something Bell Aliant takes very seriously – **and which could result in the cancellation of your Contract with Bell Aliant (see Section 62), or lead to criminal or civil charges.** Remember that Bell Aliant Services include Bell Aliant Equipment. Bell Aliant may modify, remove or disable the software used in Your Equipment so that Your Equipment no longer works or immediately suspend, restrict, change or cancel all or part of your Bell Aliant Services or take other necessary protective measures if Bell Aliant has reasonable grounds to believe there is a breach of any of these provisions (by any user, authorized or not). For example, you are prohibited from:

- a)** using, enabling, facilitating, or permitting the use of any Bell Aliant Service for an illegal purpose, criminal or civil offence, intellectual property infringement, harassment (including disruptive, intimidating, annoying or offensive calls/transmissions), or in a manner that would breach any law, regulation or the policies of any Internet host, or cause interference with Bell Aliant's network operations (including preventing a fair and proportionate use by others);
- b)** installing, using or permitting the use of any Bell Aliant Services without reading and accepting (or in contravention of) the terms of any separate licence agreement or terms of use provided to you by Bell Aliant for the use of software, content (including Programming) and/or documentation (as applicable) in connection with the Bell Aliant Services;
- c)** enabling, facilitating or permitting the transmission of unsolicited messages such as spamming or phishing. Bell Aliant may: **(i)** filter any email determined by Bell Aliant to be spam from your in-box to an anti-spam folder and delete this email; and **(ii)** set a limit on the number of messages a Customer may send or receive through email;
- d)** uploading or downloading, making available, transmitting, posting, publishing, disseminating, receiving, retrieving, storing, linking to or otherwise reproducing, offering, distributing, enabling or providing access to information, software, content, files or other material which: **(i)** is confidential or protected by copyright or other intellectual property rights without prior authorization of the rights holder(s); **(ii)** is defamatory, discriminatory, violent, obscene, child exploitation or hate propaganda; **(iii)** constitutes invasion of privacy, impersonation, forging, appropriation of identity or unauthorized linking or framing; or **(iv)** is designed to assist users in defeating technological protection measures (like geoblocks, registration and any other anti-theft mechanisms) or in the fraudulent use of telecommunications or broadcasting services;
- e)** using any Bell Aliant Service for anything other than private, personal, family or household use (such as reselling, remarketing, transferring, sharing or receiving any charge or other benefit for the use of any Bell Aliant Service);
- f)** sharing any of your account or authentication credentials (for example, any username or password) that may be used to access any Services with any person that is not currently a resident at your private residence which you listed as your Service Address;
- g)** attempting to receive any Bell Aliant Service without paying the applicable Fees, modifying or disassembling Bell Aliant Equipment, changing any identifier issued by Bell Aliant or a Bell company, attempting to bypass Bell Aliant's network, or re-arranging, disconnecting, removing, repairing or otherwise interfering with Bell Aliant Services, Bell Aliant Equipment or Bell Aliant's facilities;
- h)** adapting, reproducing, translating, modifying, decompiling, disassembling, reverse engineering or otherwise interfering with any software, applications or programs used in connection with Bell Aliant Services (whether owned by or used under licence to Bell Aliant) for any purpose including "testing" or research purposes; or modifying, altering, or defacing any of the trade-marks, or other intellectual property made available through Bell Aliant Services or using any indemnity or intellectual property except for the express purpose for which such intellectual property is made available to you through Bell Aliant Services;

i) posting or transmitting any information or software containing a virus, “cancelbot”, “Trojan horse”, “worm” or other harmful or disruptive component or committing any act which may compromise the security of your Internet host, Bell Aliant’s network or any other Bell Aliant customer in any way (including analyzing or penetrating a host’s security mechanisms); and

j) using harassing or abusive language or actions, whether verbal, written or otherwise, directed at Bell Aliant employees, suppliers, agents and representatives.

How does Bell Aliant help to ensure fair network access, efficient operation and the responsible use of Bell Aliant Services? Bell Aliant works hard to ensure fair network access to all users and the continuous, efficient operation of the Bell Aliant Services. Bell Aliant may manage network resources using methods which include: **(a)** prioritization or deprioritization of network access; and **(b)** Internet traffic management practices such as allocation of bandwidth (which may impact speeds), filtering for spam and malicious or illicit content, anti-virus mechanisms or other measures to protect the integrity of the network (such as the blocking of your traffic or other traffic in the event of denial of service attacks), all in a manner consistent with applicable law. For a description of our Internet traffic management practices, please visit bellaliant.ca/ITMP.

COMMITMENT TO PRIVACY

Our Companies¹ are committed to maintaining the privacy, accuracy and security of your Personal Information. Under Bell’s Privacy Policy, “**Personal Information**” is information about you as an identifiable individual that is protected by law. This Commitment to Privacy is a summary of our Privacy Policy and highlights important points that may be of interest to you.

- 1. What information does our Privacy Policy apply to?** All Personal Information that we collect, use or disclose about our individual customers and authorized users is covered by our Privacy Policy. This may include information such as your name, mailing address, email address, phone number, credit information, and billing or service records. There are some exceptions created by applicable law to what might ordinarily be considered Personal Information.
- 2. When do the Companies collect personal information?** We collect information during the inquiry, activation or purchase process for a product or service, when we provide service to you (including technical support or during the warranty/repair claims and service process), automatically when you use our products or services or visit our websites, call into a call centre and via security cameras when you shop in one of our corporate retail locations and also from third-parties, such as credit reporting agencies or other third-parties with whom you have had a payment relationship.
- 3. How do the Companies use my Personal Information?** We collect information to:
 - establish and maintain responsible commercial relations with you and to provide ongoing service;
 - try to understand the needs and preferences of our Customers, and determine your eligibility for products and services;
 - recommend products and services to meet your needs;
 - develop, enhance, market or provide products and services;
 - manage and develop our business operations; or
 - meet our legal and regulatory requirements.

Where necessary, we will request your further consent before using your Personal Information for any new purpose(s) beyond those described above.

¹ In this Commitment to Privacy, the words “we”, “us”, “our” and “Companies” refers to the Bell family of companies and brands as they exist over time, including: Bell Aliant, Bell Canada, Bell ExpressVu LP (Bell Satellite TV), Bell Media, Bell Mobility, Bell MTS, Cablevision du Nord, DMTS, KMTS, NorthernTel, Ontera, Solo Mobile and Télébec.

4. **When is my Personal Information disclosed?** Your Personal Information may be shared among the Companies and brands, including Virgin Mobile and The Source. We may disclose your Personal Information in a variety of circumstances and for the purposes set out within our Privacy Policy, such as when we have your express or implied consent. Where necessary, we will request your further consent before disclosing your Personal Information for any new purpose(s).
5. **How is my Personal Information protected?** We use appropriate technical and operational security safeguards which vary depending on the sensitivity of the Personal Information in question. All of our employees with access to Personal Information are required to respect the confidentiality of Personal Information. Personal Information we disclose to third-parties is governed by our Privacy Policy through comparable protections in our commercial agreements and is also protected by additional safeguards, if required, depending on the sensitivity of the Personal Information involved.
6. **Can I opt-out of the collection, use or disclosure of my Personal Information by the Companies?** Sometimes. You can opt-out of your Personal Information being used for a variety of marketing communications by us, including telemarketing or addressed marketing mail, or commercial electronic messages like emails and SMS messages. But where your Personal Information is reasonably necessary to provide you with the services you requested or the operation of our network, you cannot continue to use the services and opt-out of the collection, use and disclosure of your Personal Information because it is a condition of services. In these circumstances, you must terminate your services to stop the collection, use and disclosure of your personal information.
7. **Where can I find a copy of the Privacy Policy?** You can get a copy of our Privacy Policy online at: bell.ca/privacy or by contacting the Bell Privacy Office using the contact information provided below. Please also visit our privacy pages at bell.ca/privacy for additional information. The bell.ca/privacy pages include frequently asked questions on topical privacy issues.
8. **Questions or concerns about our privacy practices?** If you still have unresolved privacy concerns you can contact us at the number shown on your bill. If a service representative cannot address your concerns to your satisfaction, contact the Bell Privacy Office at:

160 Elgin St., Ottawa ON K2P 2C4 or by email at privacy@bell.ca