

KeyPak

Unregulated terms and conditions

General Information.

Bell's **KeyPak** service ("**Service**") is provided to you, the customer ("**Customer**" or "**you**") by Bell Canada or Bell Aliant ("**Bell**") in accordance with Bell's Unregulated Terms of Service ("**UTOS**") found at www.bell.ca/terms, as well as the following additional Terms and Conditions. The UTOS, your invoice for the Service and these Terms and Conditions are together referred to as the "**Agreement**". If you are a customer in Bell Aliant Regional Communications, Limited Partnership ("**Bell Aliant**") territory, your Service will be provided by Bell Aliant on the terms and conditions set out in this Agreement, in which case references to Bell mean Bell Aliant. These Terms and Conditions take precedence over the UTOS to the extent they conflict with the UTOS.

A. Description of KeyPak Service.

The Service provides small and medium business market customers with the following two different bundles of Bell services, with the following components ("**Components**"):

1. The **KeyPak Dial** consists of the following Components:
 - Local Link™ Package A or B ,
 - Voicemail,
 - KeyPak Yellow Pages Advertising, and
 - Dial Access Internet Service.
2. The **KeyPak High Speed** consists of the following Components:
 - Local Link™ Package A or B,
 - Voicemail,
 - KeyPak Yellow Pages Advertising,
 - High Speed Internet Service,
 - Dial Access Internet Service for remote access, and
 - Custom Domain Name set-up.

The Service you choose will appear on your invoice.

B. The Components:

1. 1.Local Link™ Package A or B consists of the packages described in the Local Link™ Terms and Conditions, which are available at http://www.bell.ca/shop/en_CA_ON/Sme.Sol.Telephony.Local.Link.page, except that, with this Service, these Local Link™ packages are available only on a monthly basis.
2. 2.Voicemail consists of Bell MessageManager Mailbox with integrated message centre functionality.
3. 3.Yellow Pages Advertising for KeyPak ("**KeyPak Yellow Pages Advertising**") consists of an additional indented listing for an e-mail or web-site address in the local Yellow Pages

Directory and an electronic Yellow Pages E-Mail address link. The printed listing will appear in the next scheduled issue of the local directory.

4. Internet Service consists of two different access modes corresponding to the option selected. **KeyPak Dial** provides a dial-up access at speeds of up to 56 kbps with unlimited usage and 5 e-mail addresses. **KeyPak High Speed** provides a high-speed modem, unlimited dial-up access when accessing the Internet from a remote location and 5 e-mail addresses. The terms and conditions of the Internet Service are provided at www.bell.ca/bihsagreement.

C. Requirements:

In order to be eligible to order the KeyPak Service, Customer must meet the following requirements:

1. Customer must order an eligible Bell Long Distance plan. For information on these eligible Bell Long Distance plans, speak to your Bell representative. A description of Bell's Long Distance plans is available at http://www.bell.ca/shop/en_CA_ON/Sme.Sol.Telephony.Long.Distance.page.
2. Customer must have Bell as its Primary Interexchange Carrier ("**PIC**") for long distance service, for all locals included on the eligible BTN, in order to subscribe to this Service,
3. Customer must subscribe to the Service on a per BTN basis. Only one BTN per address location is eligible for this Service; and
4. The Service is provided, subject to the availability of suitable facilities, in wire centres designated by Bell, and all locals must terminate within the geographical area served by the particular central office from which the Service is provided.

D. Fees.

Customer shall pay Bell's then current and prevailing rates ("**Fees**") for the Service.

E. Service Charges.

Bell may apply service charges ("**Service Charges**") from time to time, including without limitation in connection with (i) orders, rulings, mandates or directives received from the CRTC; (ii) work associated with the installation, and/or move and rearrangement of services (such as service connection, order processing, Customer visits and on-site work activity); and/or (iii) returned or rejected payments, collection efforts and administrative costs. Bell may increase Service Charges from time to time.

F. Directory Errors and Omissions.

In the case of errors or omissions in directory white and yellow page standard listings, whether or not the error or omission relates to a telephone number, Bell's sole and entire liability is limited to making a refund or cancelling any charge associated with such listings for the period during which the error or omission occurred.

In the case of errors or omissions in telephone numbers in directory white and yellow page listings, unless central office facilities are unavailable, Bell's sole obligation and liability is to provide Bell's Reference of Call service, free of charge, until the earlier of termination of your Service, and the distribution of updated directories for that district in which the number or listing is correct.

G. Bell-Initiated Changes in Telephone Numbers and Service Arrangements.

You have no property rights in any telephone numbers assigned to you. Bell may change such numbers, provided it has reasonable grounds for doing so and has given reasonable advance written notice to you, stating the reason for, and anticipated date of, the change. In cases of emergency, oral notice with subsequent written confirmation is sufficient.

Whenever Bell changes your telephone number on its own initiative, it must, unless there are insufficient central office terminations available, provide Bell's Reference of Call service without charge until the earlier of termination of your Service and the distribution of updated directories for that district showing the new number.