

BELL BUSINESS TERMS OF SERVICE – ARBITRATION POLICY

Escalation

In the event a dispute (“**Dispute**”) arises between Bell and the Customer with respect to the validity, construction, interpretation, performance or effect of the Contract, or of their respective rights and obligations thereunder, either of them may deliver to the other a written notice setting out the nature and reasons for the Dispute. If Bell and the Customer are unable to reach an agreement within 10 business days, either Bell or the Customer shall submit the Dispute to final and binding arbitration by serving a notice of arbitration on the other. The notice of arbitration shall be served to the Customer at the address provided in the Contract and to Bell at arbitration@bell.ca.

Arbitration

- (a) The place of the arbitration will be the largest metropolitan centre located in the province of the Customer’s principal place of business, and will be governed by the arbitration legislation in effect in that province, such as the Québec *Code of Civil Procedure*, RLRQ, c. C-25.01 or the Ontario *Arbitration Act, 1991*, S.O. 1991, c-17.
- (b) The arbitration will take place before a single arbitrator. If the parties are unable to agree to the selection of an arbitrator within 30 days after the commencement of the arbitration by service of a notice of arbitration, the arbitrator will be appointed in accordance with the applicable arbitration legislation.
- (c) The arbitration will be conducted using a virtual hearing platform, unless the parties agree or the arbitrator orders otherwise.
- (d) The arbitration will be conducted in either English or French, as agreed to by the parties or as ordered by the arbitrator.
- (e) Each party shall bear its own costs of the arbitration, and shall share equally the costs of the arbitrator, unless the arbitrator orders otherwise, and the parties may seek leave of the arbitrator to make submissions on costs.
- (f) All matters relating to the arbitration, including the arbitrator’s award and any written reasons, in respect of the award or any interim decisions, shall be private and confidential to the full extent permitted by applicable law.
- (g) Prior to the appointment of the arbitrator, the parties may apply to a court of competent jurisdiction for urgent interim relief, including injunctive relief as may be necessary to safeguard the property or rights that are the subject matter of the arbitration. Once appointed, the arbitrator shall have exclusive jurisdiction to hear applications for such urgent interim relief, except that a party may apply to the court to enforce any interim measures ordered by the arbitrator.
- (h) The arbitrator’s award shall be final and binding on the parties. In respect of an arbitration that takes place outside of the Province of Quebec, there shall be a right of appeal only on questions of law, and no right of appeal on questions of fact or questions of mixed fact and law shall be permitted.
- (i) In the event that a party fails to honour the arbitrator’s award, the other party may apply to a court of competent jurisdiction for judgment on the arbitrator’s award.
- (j) The Customer waives any right it may have to start or participate in any class action against Bell and the Customer agrees to opt out of any class proceeding against Bell.
- (k) The following matters shall be excluded from arbitration:
 - (i) Any undisputed claim for the collection of amounts owing to Bell;
 - (ii) Any disputes in which relief is sought against a third party, unless Bell, the Customer and the third party all consent to arbitration pursuant to this policy;
 - (iii) Any disputes in respect of the alleged infringement of intellectual property, whether initiated by Bell, the Customer or a third party.