



SERVICE AGREEMENT

BUSINESS INTERNET UNPLUGGED AND BUSINESS INTERNET
UNPLUGGED PREMIUM SERVICE



READ CAREFULLY.
THE SERVICE AGREEMENT IMPOSES OBLIGATIONS UPON YOU.

1. General

The **Business Internet Unplugged Service** and **The Business Internet Unplugged Premium Service** (the "**Service**") is a broadband wireless Internet service further described in Section 6 below, provided by Bell Canada (and/or its affiliates, agents and suppliers) in Alberta, British Columbia, Ontario and Quebec, Aliant Telecom Inc. (and/or its affiliates, agents and suppliers) in New Brunswick, Newfoundland and Labrador, Nova Scotia and Prince Edward Island and Northwestel Inc. (and/or its affiliates, agents and suppliers) in the Yukon (each of Bell Canada, Aliant Telecom Inc. and Northwestel Inc. are referred to herein, as applicable, as "**Your Service Provider**"). The Service will be provided to you throughout the term of the Service Agreement, which includes your Initial Service Period (defined in Section 4), if any, and continues after the end of the Initial Service Period on a month-to-month basis, unless otherwise agreed, until you give Your Service Provider notice of termination in accordance with Section 4 or until Your Service Provider terminates the Service Agreement as permitted herein (the "**Term**"). For the purposes of the Service Agreement, "you" or "yours" means and refers to you, the subscriber to the Service, and every person that you authorize to use the Service.

This service agreement is a binding agreement between you and Your Service Provider and it is deemed to include, and incorporates by reference, the Equipment Terms of Sale, the Acceptable Use Policy, any pre-authorized payment form, any invoice terms, any verification of order form and any policies or other documents, terms or conditions referenced herein or therein, which may be provided to you by Your Service Provider in relation to the Service or the Equipment or to which you may be directed when registering for or using the Service, each as they may be amended or provided to you from time to time (collectively, the "**Service Agreement**"). For greater certainty, the Equipment (as defined in Section 20) acquired by you in order to receive the Service will be subject to the terms and conditions provided in this document and in the Equipment Terms of Sale. The Service Agreement will supersede and replace all prior agreements, understandings and representations, written or oral, regarding the Service and the Equipment and the provision of the Service and the Equipment. With respect to the Service, unless expressly stated otherwise, to the extent of any conflict or inconsistency between Sections 1 through 24 (inclusive) of this document and any other document forming part of the Service Agreement, Sections 1 through 24 (inclusive) of this document will prevail. With respect to the Equipment and any related service, unless expressly stated otherwise, to the extent of any conflict or inconsistency between the Equipment Terms of Sale and any other document forming part of the Service Agreement, the Equipment Terms of Sale will prevail. The Service Agreement sets out duties and responsibilities associated with providing you with the Service through a designated account (the "**Account**"). You are solely responsible for all access to and use of the Service through your Account, including any breach of the Service Agreement, by you or any user of your Account. If you do not wish to be bound by the terms and conditions of the Service Agreement, and pay the fees, charges, taxes and expenses associated with the Service or the Equipment, you may not access or use the Service.

2. Conditional Use of the Service

Accessing and using the Service, or otherwise agreeing to be bound by the terms and conditions of the Service means that you will be bound by the terms and conditions contained in the Service Agreement. You agree to indemnify and hold Your Service Provider, its affiliates, agents and suppliers, harmless from all liabilities and expenses related to any violation of the Service Agreement by you or any user of your Account, or in connection with your or their use of the Service or the Equipment. You may not sell, market, provision, resell, re-market, directly or indirectly transfer, distribute or in any way exploit any portion of the Service. You will not use the Service in a manner that is contrary to any applicable law or regulation, and you will abide by Your Service Provider's policies, including without limitation the Acceptable Use Policy, which set forth additional rules that govern your activity in connection with the Service and the Equipment. Without limiting the foregoing, you may not use the Equipment or the Service, or permit, assist or allow the Equipment or the Service to be used, for any abusive purpose or in any way that damages Your Service Provider's property or interferes with or disrupts the Service, Your Service Provider's network or other users.

3. Fees and Charges

You agree that the Service is provided to you subject to your payment of, and you will pay, the monthly service rates, any applicable usage charges, activation fees and any other fees and charges, including without limitation, portability charges, as further described in Section 12, if any, together with all applicable taxes and charges, identified to you upon placing your order for the Service or as otherwise identified to you by Your Service Provider from time to time (collectively, the "**Service Fees**"), which Service Fees may be amended by Your Service Provider from time to time. For current rates and fees, please go to www.Bell.ca. Please note that rates and fees posted on the above-mentioned website do not include applicable taxes or any other charges. Service Fees and charges for partial months of Service use will be prorated, except upon cancellation of the Service by you in accordance with Section 4.

In the event Your Service Provider fails to bill you or underbills you for a charge, you will not be responsible for paying the previously unbilled or underbilled charge except where:

- (i) in the case of a recurring charge, you are correctly billed within a period of one (1) year from the date the charge was incurred; or
- (ii) in the case of a non-recurring charge, you are correctly billed within a period of one hundred and fifty (150) days from the date the charge was incurred.

Invoices for the use of the Service are issued monthly and are available by accessing the View Bill Online in the Customer Self Care Site at www.Bell.ca. Unless otherwise stated, the total invoiced amount is due and payable on the invoice date. Unless otherwise stated, a late payment charge at the rate of 1.25% per month (16.08% per annum), which rate is subject to change by Your Service Provider at any time and from time to time, will be applied to all amounts remaining unpaid one (1) month after the date of the invoice.

4. Cancellation or Termination of the Service

Your order for the Service will be confirmed and you will have entered into a binding contract with Your Service Provider when: (i) you submit your order for the Service and it is received and confirmed by Your Service Provider by email or other method; or (ii) your phone order for the Service is confirmed by Your Service Provider by email or other method; provided however that Your Service Provider in its sole discretion may reject any order for the Service described in either of (i) or (ii) within ten (10) business days from the submission of your order for the Service. If you wish to cancel your order, please call 310-BELL (Ontario), 310-7070 (Quebec), or 877-877-2426.

Once activated, the Service may be cancelled by you by calling Your Service Provider at the number listed in the preceding paragraph. If your subscription to the Service is not subject to an Initial Service Period (defined below) and you cancel your Service, your charges will not be pro-rated for the billing period in which you cancel, and your Account will be terminated thirty (30) days from the date of notice of cancellation to Your Service Provider. Your Account will be charged the regular Service Fees, and other applicable fees and charges, plus all applicable taxes, for that 30-day termination period. If your subscription to the Service is subject to an initial commitment period of 12 months or longer, within the Term, as selected by you upon subscribing to the Service or from time to time thereafter (the "**Initial Service Period**"), charges will be applicable if you cancel the Service during such Initial Service Period (the "**Termination Charges**"). If you cancel the Service, or if Your Service Provider terminates the Service Agreement for your breach of the Service Agreement, prior to the end of the Initial Service Period, you will be charged Termination Charges equivalent to 50% of the remaining period of the Initial Service Period, to the extent permitted by applicable law, as the amount representing a reasonable estimate of damages suffered by Your Service Provider as a result of your early termination and not as a penalty.

Your Service Provider may waive the Termination Charge if during the Initial Service Period you migrate to another business Internet service offered by Your Service Provider with monthly fees no lower than those associated with the Service you originally subscribed to and for a duration at least as long as your original Initial Service Period. If you cancel the Service prior to the end of the Initial Service Period as a result of a material change in the Service, the Termination Charge will be waived by Your Service Provider. If you cancel your Service, the termination will be effected thirty (30) days from the date of your notice of cancellation delivered to Your Service Provider and your Account will be charged, in addition to the Termination Charges, the regular Service Fees, and other applicable fees and charges, plus all applicable taxes, for that 30-day termination period. Until cancelled or terminated as provided herein, the Term and the Service Agreement will continue. Following the expiry of any Initial Service Period, the Service Agreement will, unless otherwise agreed by Your Service Provider and you, automatically renew for successive terms of one (1) month at the then-applicable monthly rate until cancelled or terminated as provided herein.

5. Termination and Account Suspension by Your Service Provider

Your Service Provider, in its sole discretion, may terminate the Service Agreement upon thirty (30) days notice, or suspend the Service at any time upon notice to you. Your Service Provider, in its sole discretion, may cancel, suspend or restrict the Service and your Account (without any reduction in your monthly Service Fees applicable to the Service) or terminate the Service Agreement, at any time without notice, if:

- the operations or efficiency of the Service is unduly impaired by the use of your Account or the Service;
- any amount is past due from you to Your Service Provider; or
- there has been or is a breach of any term or condition of the Service Agreement or of any document or policy forming part thereof, including without limitation the Acceptable Use Policy, by you or any third party.

If Your Service Provider terminates for any of the reasons above, you may be charged an applicable Termination Charge set out in Section 4. In the event of an Account suspension for any of the reasons above, a service charge may be applied to your Account (the “**Service Charge**”). If your Account is suspended and the outstanding problem has not been resolved within eight (8) days from the date of suspension, the Service may be discontinued, in which case the then-applicable activation fee, if any, will apply if you wish to resume your subscription to the Service.

Your Service Provider will have no responsibility to notify any third party providers of services, merchandise or information of the termination, discontinuance or suspension of your Account, the Service or the Service Agreement, as the case may be. Termination of the Service Agreement or suspension or discontinuance of your Account and Service will not relieve you from any Service Fees, Service Charge, Termination Charges, or other applicable fees and charges, owing or other liability accruing hereunder prior to the time that such termination, discontinuance or suspension becomes effective.

6. The Service

The service plan you subscribe to is the particular broadband wireless service plan identified to you upon your placing an order with Your Service Provider. The Service, which is subject to change in accordance with Section 9, includes:

- a broadband wireless Internet connection;
- one (1) dynamic IP address; and
- a fixed gigabyte per month amount of combined download (from the Internet to you) and upload (from you to the Internet) bandwidth activity, such fixed gigabyte amount being identified to you upon placing your order for the Service or as otherwise identified to you by Your Service Provider from time to time.

Additional charges identified to you upon placing your order for the Service or as otherwise identified to you by Your Service Provider from time to time may apply for any bandwidth activity that exceeds the applicable fixed amount. It is your responsibility to monitor and manage your monthly download and upload bandwidth activity.

The Service will include general telephone technical support, available 24 hours a day, 7 days a week.

Questions and problems arising from the operation and use of software and hardware, other than in relation to the basic connectivity to the Service, are outside the scope of the foregoing technical support and any such out-of-scope support will be provided only in Your Service Provider's sole discretion. From time to time, Your Service Provider may refer you to third parties and third party websites, including without limitation for training, support, maintenance, hardware and software. You understand and agree that all such references are provided as a courtesy only, are without guarantee, are used at your sole risk, and that Your Service Provider, together with its affiliates, agents and suppliers, will not be liable for, and hereby disclaims all liability for, such referrals, third parties and their websites, products and services and any damages arising therefrom.

7. Service Availability

The Service may not be available for use in certain areas and is only available for use in areas and circumstances where the technology permits. The Service is not available in Manitoba and Saskatchewan. You acknowledge and agree that it is difficult for Your Service Provider to predict whether the Service will work in your particular area and/or circumstances of use. Service access location lists and/or maps may be updated from time to time. Actual Service coverage, locations and quality may vary. Performance and availability of the Service may depend on a variety of factors, including without limitation, the location of the Equipment within a building (for example, in a basement) in the Place of Primary Use (as defined in Section 12) or some other location within the footprint of Your Service Provider's network, the nature of the structure and the weather. Due to the nature of the technology used to provide the Service, Your Service Provider reserves the right to deem the Service unavailable to you up to, including, and after the Service has been installed, activated, or used. Your Service Provider assumes no liability whatsoever for any claims, damages, losses or expenses arising out of or otherwise relating to the unavailability of the Service in your Place of Primary Use or any other places of use, or otherwise, even where such unavailability occurs after installation, activation, or use of the Service. In order to receive the Service outside the Place of Primary Use, you will be required, at a minimum, to set up the Equipment with access to an electrical outlet and within the footprint of Your Service Provider's network.

8. Minimum System Requirements and Your Equipment

It is your responsibility to ensure that your computer system, including without limitation any third-party equipment or software used to receive the Service, meets the current minimum system requirements made available to you by Your Service Provider and indicated at www.Bell.ca, as being necessary to use the Service. The Service does not include the provision of an Internet browser. It is your sole responsibility to obtain one that meets the current minimum system requirements. Your Service Provider makes no representation, warranty or covenant that any future modifications to the Service will be compatible with the Equipment (as defined in Section 20) or any other equipment or software. From time to time, the minimum system requirements may change, and you will be duly notified of any such change in accordance with Section 9. Accordingly, unless you update your equipment or software, or in some cases, purchase new or additional equipment or software, your current equipment or software may cease to be adequate to access and receive the Service. In such event, your sole remedy will be to terminate the Service Agreement in accordance with Section 4.

9. Changes; Amendments

To the extent permitted by applicable law, Your Service Provider may modify the Service, the Service Agreement, including any document that forms part thereof, at any time and from time to time, with or without your consent or authorization, including but not limited to modification or amendment of the Service Fees or modification, amendment or termination of any Service feature. Your Service Provider will notify you of any amendment or change to the Service Agreement or of any material change to the Service in advance by posting notice of such change at www.Bell.ca, by sending you notice via email, via postal mail to your Place of Primary Use or by using any other notice method that will likely come to your attention. You agree to go to www.Bell.ca periodically and to review the Service Agreement to be aware of such modifications. Nothing in the Service Agreement will be construed as obligating you to accept receipt of the Service after any change is made to the Service or the Service Agreement; however, to the extent permitted by applicable law, your sole remedy in the event that you do not wish to accept such change will be cancellation of the Service (and termination of the Service Agreement) including the payment of any Termination Charges or other charges that may apply.

Should you continue to use the Service after such change is effective, to the extent permitted by applicable law, such use will be deemed to be your acceptance thereto and you expressly agree that no additional written agreement or express acknowledgement will be required to accept such change.

Your Service Provider may, in its sole discretion and without your consent, migrate you to other services, service providers, networks or platforms as and when Your Service Provider determines that it is necessary. This may include the assignment of the Service Agreement to a third party. Without limiting the generality of the foregoing, Your Service Provider may at any time and from time to time effect any such migration, change or assignment as deemed necessary by Your Service Provider in its sole discretion, including without limitation in order to maintain, upgrade or enhance the performance of the Service, to ensure continuity of the Service and the integrity of Your Service Provider's network, and/or to comply, as necessary, with manufacturers' requirements or for any other reason as Your Service Provider may determine. You expressly agree that any such migration, change or assignment does not constitute amendment or material change to the Service Agreement or to the Service.

You agree that you cannot change the Service Agreement and that no customer service representative or sales representative of Your Service Provider is authorized to vary the terms of the Service Agreement in any way, verbally or in writing, unless specifically approved in writing by Your Service Provider.

10. Loss or Theft

It is your responsibility to notify Your Service Provider immediately at 310-BELL (Ontario), 310-7070 (Quebec), or 877-877-2426, if your Equipment is lost, stolen or destroyed. You are responsible for replacing the Equipment at your own cost and for all fees and charges incurred as a consequence of loss, theft or destruction of such Equipment.

11. Performance Levels

To the extent permitted by applicable law, Your Service Provider does not guarantee, warrant, or make any representations as to the availability or performance of the Service. Speed is a function of the bottlenecks experienced upon the wider network architecture of the Internet itself. As such, Your Service Provider does not guarantee the maximum Service performance (throughput speeds) levels. You understand that any Content (defined in Section 18) that you may access through the Service may be subject to "caching" at intermediate locations on the Internet. Similarly, simultaneous use of high bandwidth applications (for example, streaming media) by one or more users may result in an experience that is slower when compared to a single application used by a single user.

You acknowledge that the Service does not function in the event of power failure. A power failure or any other disruption may require you to reset or reconfigure the Equipment and your computer system prior to utilizing or reutilizing the Service.

12. Portability

Upon your placing an order for the Service, you must provide Your Service Provider with the primary address at which you will be using the Service (the "**Place of Primary Use**"). This address must be within the coverage area for the Service as defined by Your Service Provider in its sole discretion. You agree to notify Your Service Provider promptly of any change to your Place of Primary Use. Your Service Provider reserves the right to charge you portability charges in connection with your use of the Service in locations other than your Place of Primary Use.

13. Security and Privacy

Your Service Provider will not be responsible for any corrupted data, files or viruses which affect you or the Service. It is your responsibility to safeguard your system, through appropriate means (for example, using commercially available software), from theft, unauthorized use or system corruption. Any detriment caused to the network as a result of your failure to properly secure your system may result in the immediate cancellation of your Service.

Your Service Provider cannot ensure or guarantee the privacy of any information you choose to transmit through use of the Service. Any such use will be at your sole risk and Your Service Provider, its affiliates, agents and suppliers will be relieved from all liability in connection therewith.

Your personal information will be protected by Your Service Provider in a manner consistent with its privacy policy. In the case of Bell Canada, this is the Bell Customer Privacy Policy and the Bell Code of Fair Information Practices, available by visiting www.bell.ca/bellprivacy or by calling 310-BELL (310-2355), and in the case of Aliant Telecom Inc., this is the Aliant Customer Privacy Policy and the Aliant Code of Fair Information Practices, available by visiting www.aliant.net or by contacting the Privacy Manager at privacymanager@aliant.ca. By subscribing to the Service, you consent to the collection, use and disclosure of your personal information, as described in the above policies and practices, as applicable.

14. Backup

In no event will Your Service Provider, its affiliates, agents or suppliers be responsible for any loss of data or damage to any hardware, Equipment, software, or files, caused by or resulting from your use of the Service. It is your sole responsibility to create data backups.

15. IP Address / Host Name

Any IP address or host name assigned to you by Your Service Provider is the property of Your Service Provider at all times, and may be changed or withdrawn at any time in the sole discretion of Your Service Provider. Your Service Provider assumes no liability whatsoever for any claims, damages, losses or expenses arising out of or otherwise relating to any change in IP address or host name.

16. Contact Information

If you have any questions regarding Your Service Provider or the terms and conditions of the Service Agreement, you may contact 310-BELL (Ontario), 310-7070 (Quebec), or 877-877-2426 or such other contact as Your Service Provider may designate.

17. User Information; Other Information

Your messages may be the subject of unauthorized third party interception and review. An individual with Internet access can cause, among other things, damage, incur expenses and enter into contractual obligations while on the Internet. All such matters are your sole responsibility. Your Service Provider has no obligation to monitor the Service, any Content or your use of Your Service Provider's networks. However, you agree that Your Service Provider reserves the right from time to time to monitor the Service electronically, monitor or investigate Content or your use of Your Service Provider's networks, including, without limitation, bandwidth consumption, and to disclose any information necessary to satisfy any laws, regulations or other governmental request from any applicable jurisdiction, or as necessary to operate the Service or to protect itself or others.

You hereby acknowledge that Your Service Provider, its affiliates, agents and suppliers may retain and use any information, comments or ideas conveyed by you relating to the Service or the Equipment (including any products and services made available on the Service). This information may be used to provide you with better service.

Your Service Provider will post Service related information on the Customer Self Care Site at www.Bell.ca. If you have provided Your Service Provider with a current email account, Your Service Provider may send you such information on a regular basis via such email. You agree to go to the Customer Self Care Site at www.Bell.ca periodically or to read those emails sent by Your Service Provider, and to review and familiarize yourself with all such Service-related information; and Your Service Provider is not liable for any damage or detriment to you or your property resulting from your failure to do so. Your continued use of the Service following posting or delivery of any such Service-related information means that you accept and agree to comply with such information.

18. No Liability for Content

Be aware that some content, products or services (the "**Content**") available with or through the Service may be offensive to you or may not comply with applicable laws. You understand that neither Your Service Provider nor any of its affiliates attempt to censor or monitor any Content. You understand, however, that any Content that may be offensive or noncompliant with any laws may be subject to "caching" at intermediate locations on the Internet when being accessed through the Service. You assume total responsibility and risk for access to or use of any such Content and for use of the Internet. Your Service Provider and its affiliates, agents and suppliers assume no liability whatsoever for any claims or losses arising out of or otherwise relating to access to or use of such Content.

19. You Can Best Control the Risk and Therefore Are Responsible

The rates and fees charged by Your Service Provider reflect the allocation of risk herein and the limited recourse to Your Service Provider provided for in the Service Agreement. Your Service Provider will not assume any responsibility for your acts or omissions or those of any individual who uses your Account with or without your knowledge or consent, including without limitation responsibility for any charges you incur when making purchases or conducting other transactions with the Service. As between Your Service Provider and you, you are better able to put in place physical and procedural impediments to the inappropriate use of and to supervise your Account. Account and password protection will be your responsibility. Any detriment that is caused to the network as a result of a failure to properly secure your computer system may result in the cancellation of the Service.

20. The Equipment

The Service modem kit, which includes a modem (the "**Modem**") and other accessories and equipment ("**Accessories**") (the Modem and the Accessories are collectively referred to as the "**Equipment**") is required for use of the Service. You agree to use and maintain your Equipment in compliance with the Equipment Terms of Sale applicable thereto and any applicable operating instructions provided by Your Service Provider, its affiliates, agents and/or suppliers. All of your obligations in respect of the Equipment will survive the expiration or termination of the Service Agreement (including, without limitation, the Equipment Terms of Sale) to the extent required for their full observance and performance.

21. Limited Warranty

To the extent permitted by applicable law, the Service is provided "as is" and "as available" without warranties or conditions of any kind. A limited warranty may apply to the Equipment in accordance with the Equipment Terms of Sale, a copy of which is available at www.Bell.ca. You are responsible for the use and compatibility of the Service with any equipment, software, services and/or other materials. Your Service Provider disclaims all responsibility for determining compatibility between the Service and any equipment, including without limitation the Equipment. To the extent permitted by applicable law, neither Your Service Provider nor any of its affiliates, agents and/or suppliers warrant the performance, availability, uninterrupted or error free use of or operation of the Service or any other service or deliverable provided under the Service Agreement. The entire risk as to the availability and performance of the Service and any deliverable (including without limitation the Equipment) under the Service Agreement is with you. Further, neither Your Service Provider nor its affiliates, agents and/or suppliers warrant that any data or files sent by or to you will be transmitted, transmitted in uncorrupted form or transmitted within a reasonable period of time, that such data or files will not be intercepted, that other persons will not gain access to your Account, the Service, any of your computer equipment, or that any Content or other material accessible through the Service is free of viruses or other harmful components, or will not be subject to "caching" at intermediate locations on the Internet when being accessed through the Service.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR SERVICE PROVIDER MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND WHATSOEVER, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT, OR IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THE STATE OR CONDITION, QUANTITY, DESIGN, WORKMANSHIP, DURABILITY FOR ANY PERIOD OF TIME, EFFICACY, CAPACITY, PERFORMANCE OR FREEDOM FROM LIENS OR ENCUMBRANCES, COMPLIANCE WITH ALL OR ANY FEDERAL AND PROVINCIAL HEALTH, SAFETY AND QUALITY STANDARDS OR QUALITY, COVERAGE, PERFORMANCE OR AVAILABILITY OF THE SERVICE TO YOU AT ANY TIME IN ANY GIVEN GEOGRAPHIC AREA OR AT ANY GIVEN LOCATION OR POSITIONING OF YOUR EQUIPMENT. ALL SUCH REPRESENTATIONS, WARRANTIES AND CONDITIONS WITH REGARD TO THE SERVICE, OR ANY OTHER SERVICES, HARDWARE, EQUIPMENT, SOFTWARE OR DELIVERABLES PROVIDED HEREUNDER, OR ANY MERCHANDISE, INFORMATION, CONTENT OR SERVICE PROVIDED ON THE INTERNET, AND ALL REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED ARE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, HEREBY EXCLUDED AND EXPRESSLY DISCLAIMED.

22. Limitation of Liability

In the event of any breach or negligence by Your Service Provider, its affiliates, suppliers or agents, including without limitation any breach of a fundamental term of the Service agreement, your exclusive remedy will be to receive from Your Service Provider payment for actual and direct damages to a maximum amount of one hundred dollars (\$100.00). Other than the foregoing remedy, under no circumstances will Your Service Provider, its affiliates, Suppliers or agents be liable to you or any third party, whether in CONTRACT, TORT OR OTHERWISE, AND EVEN IF YOUR SERVICE PROVIDER, OR ANY OF ITS AFFILIATES, SUPPLIERS OR AGENTS, HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY, FOR:

- i. any direct, indirect, special, exemplary, punitive or consequential damages, including, without limitation, loss of profits and loss of business opportunities that result in any way from the Service or the Service Agreement, including without limitation, the use, or unavailable for use, of the Service, the equipment, any third party equipment, software or services or access to the Internet, or any part thereof, by you or any other person through your Account, or your reliance on or use of information, services or merchandise provided on or through the Service, or that result from mistakes, omissions, interruptions, deletion or corruption of files, errors, defects, delays in preparations, or transmission, failure of performance, or any such damages that arise in connection with or result in any way from any claim, allegation or action relating to personal injury, property damage or death, or
- ii. any losses, expenses (including without limitation legal fees) or other amounts arising out of, or in connection with the SERVICE OR the service agreement, including without limitation, any allegation, claim, suit or other proceeding based upon a contention that the use of the Service, the equipment OR any third party or other equipment, software or services by you or a third party through your Account infringes the intellectual property rights or contractual rights of any third party.

Without limiting the generality of the foregoing, your Service Provider, its affiliates, suppliers and agents are not liable for:

- defamation or copyright infringement arising from material transmitted or received through use of the service; or
- infringement of patents arising from combining or using customer-provided facilities, hardware or software with your Service Providers' or its affiliates' facilities, hardware or software; or
- Any act or omission of a telecommunications carrier whose facilities are used in establishing connections to points which your service provider does not directly serve.

23. Jurisdiction; Severability

Your Service Provider is a federally-regulated undertaking and as such the Service Agreement, including all matters relating to its validity, construction, performance and enforcement, will be governed by applicable federal laws and regulations of Canada and only those provincial laws and regulations that are applicable to it. The terms and conditions of the Service Agreement are subject to amendment, modification or termination if required by such laws or regulations. If any provision in the Service Agreement is declared to be invalid or in conflict with any such law or regulation, that provision may be deleted or modified, without affecting the validity of the other provisions. Certain elements of the Service may be provided to you by third party service providers located outside of Canada and as such your use of the Service may be subject to the laws of foreign jurisdictions.

24. Miscellaneous

Your Service Provider's failure to insist upon or enforce strict performance of any provision of the Service Agreement will not be construed as a waiver of any provision or right. Where any provision of the Service Agreement conflicts with an applicable tariff, the tariff will supersede the Service Agreement only in respect of the conflicting provision.

Your Service Provider may assign its rights and obligations under the Service Agreement to any third party without your prior written consent. You may not assign or otherwise transfer the Service Agreement.

In no event will Your Service Provider be liable for any failure to comply with the Service Agreement if such failure results from any condition or event beyond the reasonable control of Your Service Provider, including, but not limited to, terrorism, hacking, security breach, fire, flood, earthquake, any other elements of nature or acts of God, theft, riot, strike or other labour disturbance, power failure or war.

The parties have required that the Service Agreement and all documents relating thereto to be drawn up in English. Les parties ont demandé que cette convention ainsi que tous les documents qui s'y rattachent soient rédigés en anglais.

Business Internet Unplugged and Business Internet Unplugged Premium Service - Acceptable Use Policy

Introduction

Your Service Provider is committed to being a responsible network citizen. To assist Your Service Provider in protecting the usefulness and enjoyment of the Internet, you agree to abide by the terms of this Acceptable Use Policy (the "AUP"). Any violation of this AUP will constitute a violation of the terms of your Service Agreement and may result in the termination of such Service Agreement and/or suspension of your Service thereunder.

If you have any questions about this AUP, do not hesitate to contact Your Service Provider via telephone at 310-BELL (Ontario), 310-7070 (Quebec), or 877-877-2426.

For the purposes of this AUP, "Internet host" means any computer or electronic device connected to the Internet. Terms not otherwise defined in this AUP will have the meanings set out elsewhere in the Service Agreement.

General

You may not use the Service or any equipment provided in connection with the Service for operation of an Internet service provider's business.

Harassing or abusive language or actions, whether verbal, written or otherwise, of Your Service Provider's employees, suppliers, agents and representatives is strictly prohibited and will not be tolerated.

You are prohibited from using the Service for activities that include, but are not limited to:

- Transmitting unsolicited messages which, in the sole judgement of Your Service Provider, cause significant disruption or elicit complaints from other Internet users.
- Restricting or inhibiting any other user from using or enjoying the Internet, impairing the operations or efficiency of the Service or creating an unusually large burden on our networks, or otherwise generating levels of Internet traffic sufficient to impede other users' ability to transmit or receive information.
- Harassing users or groups in any way including but not limited to defaming, abusing, stalking, threatening or otherwise violating the legal rights of others.
- Impersonating other Bell Internet subscribers or other Internet service providers' subscribers in any way.

- Uploading or downloading, transmitting, posting, publishing, disseminating, receiving, retrieving, storing or otherwise reproducing, distributing or providing access to information, software, files or other material which (i) are protected by copyright or other intellectual property rights, without prior authorization from the rights holder(s); (ii) are defamatory, obscene, child pornography or hate literature; or (iii) constitute invasion of privacy, appropriation of personality, or unauthorized linking or framing.
- Falsifying or deleting any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file or other data.
- Transmitting, posting, publishing, disseminating, receiving, retrieving, storing or otherwise reproducing, distributing or providing access to any files, program or information designed to assist users in defeating copy-protection, registration and any other anti-theft mechanisms associated with commercial or shareware programs.
- Transmitting, posting, receiving, retrieving, storing or otherwise reproducing, distributing or providing access to any program or information designed to assist in the fraudulent use of telecommunications services.
- Using an Internet host's resources in a manner which is not authorized by its administrators. This includes mail relaying, transmitting chain letters, make-money-fast or pyramid style schemes of any sort.
- Posting or transmitting any information or software which contains a virus, "cancelbot", "trojan horse", "worm" or other harmful or disruptive component.
- Transmitting, posting, receiving, retrieving, storing or otherwise reproducing, distributing or providing access to any program or information constituting or encouraging conduct that would constitute a criminal offence or give rise to civil liability.
- Violating or breaching any applicable laws and/or regulations.

Neither Your Service Provider nor any of its affiliates, agents or suppliers has any obligation to monitor the Service. However, Your Service Provider and its affiliates, agents and suppliers reserve the right to review any materials or Content sent through the Service, and to remove any such materials or Content in their sole discretion.

Your Service Provider, its affiliates, agents and suppliers reserve the right at all times to disclose any information as they, in their sole discretion, deem necessary to satisfy any applicable law, regulation, legal process or governmental request. Your Service Provider, its affiliates, agents and suppliers further reserve the right at all times to edit, refuse to post or to remove any information, materials or Content, in whole or in part, in their sole discretion.

Your Service Provider, in its sole discretion, may terminate your access to the Service at any time without notice if there is a breach of any term or condition of the AUP by you or any third party using your Account.

Electronic Mail

You agree to use the Service only to send and receive messages and material that are proper. In addition to the general terms set out above, and by way of example, and not as a limitation, you agree that when using the Service, you will not :

- Use the Service in connection with pyramid schemes, spamming or any unsolicited messages (commercial or otherwise).
- Restrict or inhibit any other user from using or enjoying the Service.
- Create a false identity for the purpose of misleading others or forge the headers of your email messages in any way.
- Use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory of users of the Service or other user or usage information or any portion thereof.
- Promote or facilitate the transmission of unsolicited email messages.
- Attach an excessively long signature to your messages.
- Send messages to disrupt or cause difficulties in receiving other email.

Newsgroups / Discussion Forums

In addition to the general terms set out above, while posting to newsgroups or any other discussion forum, you are prohibited from conducting activities that include, but are not limited to:

- Posting advertisements, commercial or unsolicited messages of any kind, unless expressly permitted by the charter or FAQ of the applicable newsgroup or discussion forum.
- Posting binary or excessively large files of any kind, unless expressly permitted by the charter or FAQ of the applicable newsgroup or discussion forum.
- Posting substantially identical messages to more than 10 newsgroups.
- Attaching an excessively long signature to your messages.
- Forging the headers of your postings in any way.

Newsgroup and forum postings must comply with each newsgroup's or discussion forum's respective charter and/or FAQ.

Internet Relay Chat ("IRC")/Chat

In addition to the general terms set out above, while using IRC or any other chat service, you are prohibited from conducting activities that include, but are not limited to:

- Sending messages that include advertisements or commercial content of any kind in an unsolicited matter.
- Attempting a Denial of Service attack either automated via a bot or manually conducted.

Additionally, while using an IRC Server or any other chat service, you must be in full compliance with the rules and regulations set out by the server administrator.

Network / Security

In addition to the general terms set out above, you are prohibited from using the Service for activities that include, but are not limited to:

- Causing an Internet host to become unable to effectively service requests from other hosts.
- Running and/or hosting server applications including but not limited to HTTP, FTP, POP, SMTP, Proxy/SOCKS, and NNTP.
- Analyzing or penetrating an Internet host's security mechanisms.
- Forging any part of the TCP/IP packet headers in any way.
- Committing any act which may compromise the security of your Internet host in any way.

As further set out in your Service Agreement, you are solely responsible for the security of your system and Account. Your Service Provider will offer full co-operation with law enforcement agencies in connection with any investigation arising from a breach of this AUP.

In the event that numerous complaints are received by our staff in regards to any breaches of this AUP, at the discretion of Your Service Provider, a processing fee per complaint received, in addition to an administration fee, may be applied to your Account.

ACCEPTING OR USING ANY OF THE EQUIPMENT (AS HEREIN DEFINED) OR OTHERWISE AGREEING TO BE BOUND BY THESE TERMS OF SALE MEANS THAT YOU WILL BE BOUND BY THESE TERMS OF SALE.

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, you agree to the following:

1. General

You hereby agree to purchase and Bell Canada (and/or its affiliates, agents and suppliers) in Alberta, British Columbia, Ontario and Quebec, Aliant Telecom Inc. (and/or its affiliates, agents and suppliers) in New Brunswick, Newfoundland and Labrador, Nova Scotia and Prince Edward Island and Northwestel Inc. (and/or its affiliates, agents and suppliers) in the Yukon (each of Bell Canada, Aliant Telecom Inc. and Northwestel Inc. are referred to herein, as applicable, as "Your Service Provider") agree to sell to you a modem kit, which includes a modem (the "Modem") and other equipment and accessories ("Accessories"), (the Accessories and the Modem will collectively be referred to as the "Equipment") pursuant to these Terms of Sale, to be used for the purpose of receiving the Service, a broadband wireless Internet service provided on the terms and conditions set out in the Service Agreement, together with such other documents referenced therein ("Service Agreement"). You must have a valid major credit card in order to purchase the Equipment hereunder. You hereby expressly, absolutely and irrevocably authorize Your Service Provider to charge your credit card provided by you to Your Service Provider for the total purchase price of the Equipment, and all applicable taxes, and all other amounts, fees or charges owing with respect to the Equipment under these Terms of Sale, and this will constitute Your Service Provider's good and sufficient authority for so doing.

2. Personal Information; Privacy

By purchasing the Equipment, you consent to the collection, use and disclosure of your personal information, as described in the applicable privacy policy of Your Service Provider. In the case of Bell Canada, this is the *Bell Customer Privacy Policy* and the *Bell Code of Fair Information Practices* available by visiting www.bell.ca/bellprivacy or by calling 310-BELL (Ontario), 310-7070 (Quebec), or 877-877-2426. In the case of Aliant Telecom Inc., this is the *Aliant Customer Privacy Policy* and the *Aliant Code of Fair Information Practices*, available by visiting www.aliant.net or by contacting the Privacy Manager at privacymanager@aliant.ca.

3. Equipment Warranty; Refurbished Equipment

Your Service Provider warrants that the Equipment will be free from material defects in material and workmanship for a period of twelve (12) months from the date of delivery of the Equipment to you in accordance with Section 6 hereof ("Equipment Warranty"). The Equipment Warranty will apply only if Your Service Provider's tests disclose that the alleged defect is due solely to defects in material or workmanship. YOU ACKNOWLEDGE AND AGREE THAT YOUR SERVICE PROVIDER'S SOLE OBLIGATION AND YOUR SOLE REMEDY UNDER THE EQUIPMENT WARRANTY WILL BE LIMITED TO REPAIR OR REPLACEMENT OF THE EQUIPMENT WITH RECONDITIONED OR REFURBISHED EQUIPMENT WITHIN THE EQUIPMENT WARRANTY PERIOD, SUBJECT TO SECTION 4 HEREOF. YOU FURTHER AGREE AND ACKNOWLEDGE THAT OTHER THAN THE EQUIPMENT WARRANTY (AS DEFINED ABOVE), TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR SERVICE PROVIDER PROVIDES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR CONDITIONS OF ANY KIND WHATSOEVER RESPECTING THE EQUIPMENT INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF TITLE OR NON-INFRINGEMENT, OR IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, STATE OR CONDITION, QUANTITY, DESIGN, WORKMANSHIP, DURABILITY FOR ANY PERIOD OF TIME, EFFICACY, CAPACITY, PERFORMANCE OR FITNESS TO RECEIVE THE SERVICE UNDER THE SERVICE AGREEMENT OR FITNESS FOR ANY OTHER PURPOSE, ITS FREEDOM FROM LIENS OR ENCUMBRANCES, COMPLIANCE WITH ALL OR ANY FEDERAL AND PROVINCIAL HEALTH, SAFETY AND QUALITY STANDARDS OR QUALITY, COVERAGE, PERFORMANCE OR AVAILABILITY OF THE SERVICE PROVIDED THROUGH THE EQUIPMENT TO YOU AT ANY TIME IN ANY GIVEN GEOGRAPHIC AREA OR AT ANY GIVEN LOCATION OR POSITIONING OF YOUR EQUIPMENT. ALL SUCH REPRESENTATIONS, CONDITIONS AND WARRANTIES, OTHER THAN THE EQUIPMENT WARRANTY DEFINED ABOVE, ARE HEREBY EXPRESSLY DISCLAIMED BY YOUR SERVICE PROVIDER EXCEPT TO THE EXTENT WHERE, UNDER APPLICABLE LAW, THEY CANNOT BE DISCLAIMED, WAIVED OR LIMITED.

4. Replacement of Equipment

To the extent that Your Service Provider substitutes your Modem or any Accessory with another substantially similar model and make of modem or accessory, which modem or accessory may be reconditioned or refurbished, (collectively "Replacement Equipment") you acknowledge that, upon delivery to you of the Replacement Equipment, the provisions of these Terms of Sale dealing with or applicable to the Equipment that is being replaced by Your Service Provider ("Replaced Equipment") will automatically and without any further act, thing or document (i) terminate and be at an end with respect to that Replaced Equipment, and (ii) apply to the Replacement Equipment as if it were the original Equipment acquired hereunder and all terms of these Terms of Sale will apply to the Replacement Equipment without any novation occurring or being deemed to have occurred with respect to the Replacement Equipment. The term "Equipment" hereunder will, in such circumstances, be deemed to refer to the Replacement Equipment in place of the Replaced Equipment.

5. Indemnity and Limitation of Liability

YOU WILL INDEMNIFY AND HOLD YOUR SERVICE PROVIDER AND ITS AFFILIATES, SUPPLIERS AND AGENTS HARMLESS FROM AND AGAINST ANY LOSS OR DAMAGE TO ANY PERSON, EQUIPMENT AND/OR PROPERTY ON WHICH THE EQUIPMENT IS LOCATED OR WHICH IT MAY BE CONNECTED TO OR INTEGRATED WITH AND FROM ALL CLAIMS, LOSSES, INJURIES, TAXES, EXPENSES, COSTS OR OTHER AMOUNTS RELATED TO OR IN CONNECTION WITH THESE TERMS OF SALE AND ANY DOCUMENT FORMING PART THEREOF, INCLUDING WITHOUT LIMITATION THE USE, MAINTENANCE OR CONDITION OF THE EQUIPMENT, TRANSFER OF EQUIPMENT TO YOU OR YOUR TERMINATION OF OR DEFAULT UNDER, OR BREACH OF ANY OF, THESE TERMS OF SALE, WHETHER OR NOT YOU RECEIVE THE SERVICE UNDER THE SERVICE AGREEMENT. IN THE EVENT OF ANY BREACH, INCLUDING WITHOUT LIMITATION A BREACH OF ANY FUNDAMENTAL TERM, BY YOUR SERVICE PROVIDER OR ANY OF ITS AFFILIATES, SUPPLIERS OR AGENTS OF THESE TERMS OF SALE OR IN THE EVENT OF ANY NEGLIGENCE, YOUR EXCLUSIVE REMEDY UNDER THESE TERMS OF SALE WILL BE TO RECEIVE FROM YOUR SERVICE PROVIDER THE TOTAL COLLECTIVE PAYMENT FOR ACTUAL AND DIRECT DAMAGES NOT TO EXCEED THE AMOUNT OF THE PURCHASE PRICE ACTUALLY PAID BY YOU TO YOUR SERVICE PROVIDER FOR THE EQUIPMENT. TO THE EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SET OUT IN THIS SECTION, YOUR SERVICE PROVIDER OR ITS AFFILIATES, SUPPLIERS AND AGENTS WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY, WHETHER IN CONTRACT, TORT OR OTHERWISE, AND EVEN IF YOUR SERVICE PROVIDER, OR ANY OF its affiliates, SUPPLIERS OR agents, HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY, FOR (I) ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR INCIDENTAL DAMAGES OF ANY KIND OR FOR ANY REASON WHATSOEVER, INCLUDING WITHOUT LIMITATION LOST TIME, LOSS OF USE OF THE EQUIPMENT, LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITY OR ANY OTHER DAMAGES RESULTING FROM THE BREAKDOWN OR FAILURE OF EQUIPMENT, DELAYS IN EQUIPMENT SERVICING OR INABILITY TO ACCESS THE NETWORK OR SIGNAL AND PROVIDE THE SERVICE, or any such damages that arise in connection with or result in any way from any claim, allegation or action relating to PERSONAL INJURY, PROPERTY DAMAGE or DEATH, OR (II) ANY LOSSES, expenses (including WITHOUT LIMITATION legal fees) OR OTHER AMOUNTS arising out of, or in connection with THESE TERMS OF SALE, INCLUDING, WITHOUT LIMITATION, any allegation, claim, suit or other proceeding based upon a contention that the use of EQUIPMENT by you or a third party through your SERVICE Account infringes the intellectual property rights or contractual rights of any third party.

6. Delivery; Returns

The Equipment will be delivered to you within the time period identified to you by Your Service Provider prior to your purchase. Any Equipment that is not opened or used and is in working condition may be returned to Your Service Provider, subject to Your Service Provider's consent, within thirty (30) fourteen (14) days from your purchase of the Equipment provided that you have a copy of the original receipt. Please call 310-BELL (Ontario), 310-7070 (Quebec), or 877-877-2426 for more information.

7. Service Agreement

As long as you are subscribing to the Service under the Service Agreement, you agree to comply with the Service Agreement. To obtain the most recent version of the Service Agreement, please visit our website at www.Bell.ca or call 310-BELL (Ontario), 310-7070 (Quebec), or 877-877-2426.

8. Miscellaneous

The parties hereto expressly agree that these Terms of Sale will be written in the English language. Les parties aux présentes conviennent à ce que ce document soit rédigé dans la langue anglaise. These Terms of Sale will be binding upon and enure to the benefit of the parties hereto, their permitted successors and permitted assigns. Clerical errors will not affect the validity of these Terms of Sale and Your Service Provider will be entitled to unilaterally correct the same. If you have signed any other agreement with Your Service Provider, the terms and conditions of that agreement will remain in effect in addition to the terms and conditions of these Terms of Sale. In case, and to the extent, of any inconsistency or conflict between these Terms of Sale and any other agreement between you and Your Service Provider with respect to the Equipment, the terms and conditions of these Terms of Sale apply. All of your obligations in respect of the Equipment and Your Service Provider's rights will survive the expiration or termination of the Service Agreement (including without limitation, these Terms of Sale) to the extent required for their full observance and performance. To the extent permitted by applicable law, Your Service Provider may at any time and from time to time modify these Terms of Sale with or without your consent or authorization. Your Service Provider will notify you of any amendment or change to these Terms of Sale or of any material change to the Equipment or any related service in advance by posting notice of such change at www.Bell.ca by sending you notice via email, if any, via postal mail to your Place of Primary Use or by using any other notice method that will likely come to your attention. You expressly agree to familiarize yourself with all such communications and follow the instructions provided therein as and when required. Your Service Provider will not be liable for any damage to you or your property resulting from your failure to respond to its communications. You agree to go to www.Bell.ca periodically and to review these Terms of Sale to be aware of such changes, modifications or amendments. Nothing in these Terms of Sale will be construed as obligating you to accept receipt of any service or deliverable by Your Service Provider after any change is made to such service or deliverable under the Terms of Sale; however, to the extent permitted by applicable law, your sole remedy in the event that you do not wish to accept such change will be the termination of these Terms of Sale.

Your Service Provider is a federally-regulated undertaking and as such these Terms of Sale, including all matters relating to its validity, construction, performance and enforcement, will be governed by applicable federal laws and regulations of Canada and only those provincial laws and regulations that are applicable to it. The terms and conditions of the Terms of Sale are subject to amendment, modification or termination if required by such laws or regulations. If any provision in the Terms of Sale is declared to be invalid or in conflict with any such law or regulation, that provision may be deleted or modified, without affecting the validity of the other provisions.