

# BELL Fibe™ TV CONSUMER SERVICE AGREEMENT – Terms & Conditions

Updated: JULY 10, 2011

**1. Agreement; Service; Programming; Rental.** These terms and conditions (“**Terms of Service**”) set out the rights, obligations and limitations of Bell Canada (“**Bell**” or “**us**” or “**we**” or “**our**”) and you, the **Customer** for Bell’s internet protocol television service you have chosen to subscribe to by entering into this Agreement (“**Service**”). These Terms of Service, together with, to the extent permitted by applicable law, (a) your Bell invoice for the Service and all terms listed therein; (b) all applicable Bell service rules and policies referenced in these Terms of Service or to which you may be directed when you order or use the Service; (c) Bell Fibe™ TV work orders and associated terms (“**Work Orders**”); and (d) all specific terms at any time attached to, or incorporated by reference into, these Terms of Service (“**Documents**”), form our agreement with you (“**Agreement**”). The Terms of Service will prevail to the extent of any conflict or inconsistency between the Documents and the Terms of Service. Neither you nor, to the extent permitted by applicable law, a Bell sales or customer service representative, agent, dealer or employee may change this Agreement, and you may not rely on such changes. Customer is solely responsible for the use of the Service and Bell Equipment (defined below) by him/her and all other users (“**Users**”) and shall (a) take all necessary measures to ensure that the Service and Bell Equipment are used in accordance with this Agreement; and (b) be liable for all consequences resulting from any breach of this Agreement. Customer and all Users are sometimes called “**you**” in this Agreement.

“**Programming**” means, as the context requires, any or all of the Bell Fibe™ TV Service television programming, subscription programs, programming packages, Fibe™ TV Home Page, PVR services, Pay Per View services, On Demand services, Interactive Services, à la carte programming, and any other related services that Bell or its affiliates provide to you from time to time. See [bell.ca/fibetv](http://bell.ca/fibetv) for the list of current services, service descriptions, programming options and terms relevant to you and your Service.

Bell will rent to you the consoles identified to you as rented when you subscribe to the Service and any additional rental consoles which you may add to your account from time to time (“**Rented Consoles**”), other required equipment and all other applicable accessories such as the remote control, either new or refurbished (collectively with the Rented Consoles, “**Rented Bell Equipment**”). You may already own or be purchasing from us suitable Bell consoles (“**Owned Consoles**”) and other equipment and accessories (collectively with the Owned Consoles, “**Owned Equipment**”) acceptable for use with the Service and may not need any Rented Bell Equipment. Such approved Owned Consoles and the Rented Consoles are herein collectively called the “**Consoles**” and the Rented Bell Equipment and the Owned Equipment are herein collectively called the “**Bell Equipment**”. All Bell Equipment must be installed and activated by Bell at the Service Address and once installed, Bell Equipment may not be moved or otherwise displaced other than by a Bell Fibe™ TV Specialist. Installation of Bell Equipment is subject to applicable installation charges as set out in the Work Orders. Unless Bell communicates to you otherwise, you may activate up to a maximum of **6** Consoles on your account at any time. The activation of any additional Rented Console(s) after the initial installation is subject to you paying the required additional monthly Console rental fee listed at [bell.ca/fibetv](http://bell.ca/fibetv). You understand and acknowledge that the Rented Bell Equipment is required for the provision of the Service and your lease of the Rented Bell Equipment is ancillary and incidental to Bell’s provision to you of the Service.

Your right to receive the Service and view the Programming is granted only for Consoles (whether initial or additional) situated at your Service Address that have been authorized by Bell to receive such Programming. Bell reserves the right to verify that the Service Address is located in Canada and that all active Consoles on your account are located at the address listed on your account as your Service Address. If you are found to be in violation of this or any other provision or policy, Bell may disconnect access to the Service

immediately without notice to you. As a Customer, you are responsible for all Programming that is ordered for your Consoles. If you have concerns about other persons ordering Programming for your Consoles without your authorization, request a personal identification number (PIN) for your account, which will be used by our Customer Service Centre to help prevent unauthorized Programming orders.

**2. Charges, Billing & Payment.** You shall pay in full all applicable monthly service rates, access fees, usage charges, programming fees, equipment rental fees, equipment purchase fees, installation fees, Termination Charges (as defined in Section **5**), activation fees, monthly recurring fees, and other amounts, fees and charges, if any, together with all applicable taxes, noted in this Agreement or identified to you when you purchase the Service, purchase the Owned Equipment, and/or rent the Rented Bell Equipment, or as otherwise identified to you by Bell from time to time, all to the extent permitted by applicable law (“**Charges**”).

You shall also pay to Bell (a) a monthly recurring digital service fee which Bell may change from time to time (currently set at **\$3** per month); and (b) the monthly recurring fees identified from time to time by Bell as contribution, regulatory or other required fees and charges, including the contribution fee for the Local Programming Improvement Fund (“LPIF”) which Bell may change from time to time (currently set at an amount not to exceed 1.5% of your monthly Bell FIBE™ TV account invoice fees and charges) (“Local Programming Contribution Fee”). For more information on the LPIF, please see [bell.ca/lpif](http://bell.ca/lpif).

Unless otherwise set out on your Bell invoice, Charges will commence on the date of the initial activation of the Service. Bell will bill you monthly in advance, and you are liable for and shall pay Bell when due, on a monthly basis, all invoiced Charges. Invoices may be produced, submitted and delivered electronically or on paper. Allow adequate time (typically **5-7** days if paid by mail or financial institution) for your payment to reach us and for us to process your payment before the required payment date.

Bell may also bill you for any Charge up to **12** months from the date that Charge was incurred. If any payment is not **received** by Bell (including any undisputed portion of the Charges) before your next invoice date or within **30 days** of the date of any final invoice if the Service has been terminated, you will be charged interest on the balance owing at a compound interest rate equal to **3%** per month (**42.58%** per year), calculated and compounded monthly from the invoice date (“**Late Payment Charge**”). Bell may change the Late Payment Charge from time to time. If you question or dispute any Charge, you must do so within **90 days** of the disputed invoice date, otherwise you will be deemed to accept all Charges. Unless otherwise set out on your invoice, no Charge disputed by you will be considered past due unless Bell reasonably believes you are using the dispute to evade or delay payment.

Any promotional bundle fees, discounts, credits, rebates or other financial incentives you receive for any Service (“**Promotional Package**”) will only apply for so long as you meet Bell’s eligibility requirements.

Administrative charges, as set by Bell from time to time to offset the additional processing costs, may, to the extent permitted by applicable law, be assessed against you for administrative or account activities including collection efforts due to your non-payment or having a balance over your credit limit; returned or rejected payments; change of any personal identifier information; suspension, disconnection or restoral of the Service. All administrative fees charged to you will form part of the Charges owed by you to Bell under this Agreement and you shall pay all such amounts.

You will ensure that your billing and payment information provided to Bell (including name, mailing address, e-mail, residency address, telephone number, credit card and bank account) remains up-to-date and current at all times. If you provide a credit card, bank account, or other pre-authorized payment method to Bell to make your monthly payments, you authorize Bell to charge your credit card or bank account the amount of any outstanding amounts and all Charges, Late Payment Charges and other amounts due under this Agreement and this constitutes Bell's good and sufficient authority for so doing. You will be liable for your failure to pay any Charges billed to you by Bell caused by your failure to provide Bell with up-to-date information. Upon termination of the Service, you shall provide Bell with a forwarding address for all final invoices or correspondence should your mailing address differ from that in your customer profile.

**3. Amendments/Changes.** To the extent not prohibited by applicable law, Bell may change the Service and/or this Agreement, including changing applicable charges, fees or other obligations; or any feature, content, programming, structure or other aspect of the Service. Bell also reserves the right to impose other rates, fees and charges at any time. To the extent required by applicable law, Bell will give you not less than thirty (**30**) days notice in advance of the effective date of any amendment or change to this Agreement or of any material change to your Service by posting a notice on bell.ca, mail, e-mail, sending notice via short information message or other message on your monthly invoice, or any other notice method likely to come to your attention. To the extent required by applicable law, such notice shall set out the effective date of the amendment or change, the revisions being made to the Agreement or any other related agreement, if applicable, and your remedy in connection with such amendment or change as set out in the next sentence. Your sole remedy in the event you do not wish to accept such amendment or change (and, if you reside in the province of Quebec, only where such amendment or change increases your obligations or reduces our obligations) shall be to refuse the amendment or change and cancel the Service (and terminate this Agreement) upon payment of any Termination Charges (as set out in Section 5) or other Charges which may apply, except where such fees or charges are prohibited by applicable law, in which case such cancellation shall be without cost, penalty or cancellation indemnity. If you continue to use the Service and any Rented Bell Equipment after any such amendment or change is effective, to the extent not prohibited by applicable law, you expressly agree that you (a) will be deemed to have accepted the amendment or change, with no additional written agreement or express acknowledgement required; (b) specifically waive all statutory requirements for notice and express acceptance of such amendment or change except for those provided in this section; and (c) will be responsible for the payment of all Charges associated with the Service and Rented Bell Equipment. You agree to go to bell.ca/legal periodically and review this Agreement to be aware of any modifications.

**4. Initial Service Period; Renewals; Term.** This Agreement has two components: rental of the Consoles and use of the programming Service. The Service will be provided to you and the Rented Bell Equipment will be rented to you on a **30** day month-to-month basis ("**Monthly Term**"), unless you have selected a longer minimum contract period ("**MCP**") for your Service Plan. The initial service period of each of the Service and, except as noted below in this Section, the rental of the Rented Bell Equipment will begin on the date the Service is activated, and will expire at the end of the first Monthly Term or the MCP, as applicable ("**Initial Service Period**"). (If you have chosen an MCP for your Service Term, it will be longer than your Monthly Term for the Rented Bell Equipment.) At the end of the applicable Initial Service Period, unless you or Bell terminates this Agreement, the Agreement will continue on a month-to-month basis at Bell's then current terms, conditions and rates, plus applicable taxes, until terminated (the Initial Service Period, as continued, is called the "**Term**").

### **Bell's Rental Choice Plan ("RCP") for Consoles**

Notwithstanding any other provision, if you are renting your Rented Bell Equipment under the RCP, while the Rented Bell Equipment is rented under the RCP, the Term for your Rented Bell Equipment cannot exceed 36 consecutive months. If you choose to continue to rent the Rented Bell Equipment on a month-to-month basis and your rental Term continues for 36 consecutive months, then, provided you have made 36 consecutive payments of the Monthly Rental Fees and have paid all other applicable fees, charges and taxes, and you have complied with this Agreement, you will have the option, exercisable by your notice to Bell within 30 days after the end of your 36th consecutive month of rental, to retain possession of, and acquire title to and ownership of the Rented Bell Equipment. If you do not exercise this option, you must return the Rented Bell Equipment in accordance with Section 11. If you choose to (a) migrate all your Rented Consoles to the RCP, and/or (b) rent additional Consoles from Bell (that will be subject to this Agreement), the commencement date of your Term for purposes of any migrated and/or additional Consoles (including with respect to the start and counting of the 36 consecutive months in this Section 4) will be the date of your request and order with Bell for each respective Console.

**5. Customer Termination.** You may contact Bell at Bell Client Care (see end of Agreement) to terminate your subscription to and use of the Service. Termination is effective **30** days from the date you contact Bell ("**Termination Date**"). You will be charged the applicable Charges for that 30 day termination period. If you terminate a Service subject to an MCP during the Initial Service Period, to the extent permitted by applicable law, you will also pay to Bell termination charges equal to **\$99** if your MCP is **1** year, **\$199** if your MCP is **2** years and you terminate within the first year, or **\$99** if your MCP is **2** years and you terminate within the second year thereof, or such other amount identified to you prior to your subscription to such MCP ("**Termination Charges**"). The Termination Charges are a genuine and reasonable estimate of liquidated damages suffered by Bell as a result of your early termination of the Service, represent consideration for the services provided, and are not a penalty.

### **6. Service Refusal; Suspension or Termination by Bell; Default.**

Bell may without any liability and in its sole discretion (a) repossess and/or relocate Rented Bell Equipment; (b) refuse to provide the Service to you, in whole or in part; or (c) stop or suspend the provision of any or all or any part of the Service to you, for cause, including if (A) Bell would have to incur unanticipated, unaccounted for, unusual or unreasonable expenses; (B) you breach or fail to comply with any part of the Agreement, including failure to pay any Charges or other required amounts pursuant to this Agreement or you are late paying any deferred amounts under any payment arrangements with Bell; or (C) your use of the Service or other services is fraudulent or inappropriate. To the extent permitted by applicable law, you remain obligated to pay for the Service during any suspension. Bell may terminate this Agreement for any reason whatsoever upon a minimum of **30** days prior written notice to you (or such longer period as may be required by applicable law), including where Bell ceases to offer a Service to which you subscribe.

For customers residing in a province or territory other than Quebec, if you breach any term or condition of this Agreement or are bankrupt or insolvent, Bell may (in its sole discretion), in addition to its other rights and remedies at law, equity or otherwise, as permitted by law and without any liability (a) immediately terminate the Service and the Agreement by written notice and specify a final payment date for all amounts that you owe (including applicable Termination Charges if the Agreement is terminated during the Initial Service Period) not earlier than **10** days (or such other date as permitted by law) from the date of the notice; (b) accelerate all Charges and other amounts under this Agreement as due and owing as of the date of termination; and (c) enter upon your premises and take immediate possession of, or require you to promptly return to Bell, the Rented Bell Equipment in accordance with Section **11**.

For customers residing in Quebec, if you breach any term or condition of this Agreement or are bankrupt or insolvent, Bell may, in addition to its other rights and remedies at law, equity, or otherwise, as permitted by law and without any liability (a) terminate the Service; (b) exact immediate payment of that which is due up to the termination date; (c) exact immediate payment of that which is due up to the termination date and declare all future unpaid amounts due as monthly fees, charges, payments or other rental payments to the end of the Initial Service Period, immediately due and payable and exact, as permitted by law, immediate payment of all such amounts plus any other amounts due under this Agreement and all legal costs and fees actually incurred by Bell in asserting or pursuing its remedies; or (d) retake possession of, or require you to return to Bell, the Rented Bell Equipment in the manner permitted by law. If Bell retakes possession of the Rented Bell Equipment or if you voluntarily return the Rented Bell Equipment to Bell before the expiration of the Initial Service Period or the Term, Bell will be able to terminate this Agreement, keep all amounts that you have already paid to Bell and claim from you damages resulting directly and immediately from the termination of this Agreement. In the manner permitted by law, Bell may elect to change its recourse at any time.

## **7. Special Payment Terms; Deposits and Alternatives; Deactivation Fee.**

In exceptional circumstances, Bell may require you to pay the Charges on an interim basis, despite your monthly billing cycle, and you shall pay on or before the stipulated due date to avoid termination or suspension of your Service. Bell may also require deposits from you at any time if you (a) have no credit history with Bell and do not provide satisfactory credit information; (b) have an unsatisfactory credit rating with Bell due to payment practices in the previous **2** years regarding any Bell services; or (c) present an abnormal risk of loss. Deposits will earn simple interest based on a rate of one (1) percentage point above the Bank of Canada's target overnight rate in effect from time to time, calculated monthly on the last day of your monthly billing period, prorated for any partial month Bell holds the deposit. When the Service is terminated or the conditions justifying the deposit are gone, Bell will apply the deposit and any earned interest against the outstanding Charges, Late Payment Charges, or other amounts owing by you, and thereafter refund to you any balance of the deposit, plus interest, if any, earned. To the extent permitted by applicable law, Bell retains the right to charge you a deactivation fee when it disconnects your Service for any reason. Bell will require you to pay all past due charges, the deactivation fee and any costs which are reasonably incurred by Bell as a result of the collection efforts on outstanding amounts before it reconnects your Service.

**8. Minimum System and Other Requirements.** Throughout the Term, you must (a) have and use Bell Equipment currently supported by Bell; (b) always meet the minimum requirements established by Bell including type and condition of equipment; and (c) subscribe to and maintain your subscription to a Bell Internet service package compatible with the Service. Bell cannot guarantee that the Service will be compatible with all system configurations. You are responsible for all access to all required systems and equipment, including the Bell Equipment, and maintenance of security and privacy and all other risks involved in connection therewith.

## **9. Restrictions on Use of Service.** You shall not:

- (a) use the Service for anything other than your own personal use. You may not resell or remarket the Service, receive any charge or benefit for the use of the Service, or share or transfer the Service;
- (b) use the Service or permit it to be used for a purpose or in a manner that is contrary to law, for any illegal or abusive purpose, including criminal offences, intellectual property infringement or interference with network operation, Bell facilities or assets;
- (c) use the Service or permit it to be used so as to prevent a fair and proportionate use by others;
- (d) re-arrange, disconnect, remove, repair, modify or otherwise interfere with the Service, Bell Equipment or Bell facilities;

- (e) attempt to receive the Service without paying the applicable fees and charges;
- (f) use the Service in a manner which bypasses, or attempts to bypass, Bell's network;
- (g) adapt, translate, modify, decompile, disassemble, reverse engineer or otherwise interfere with or defeat any software, applications or programs used in connection with the Service; or
- (h) modify, alter, or deface any of the trademarks, service marks, or other intellectual property made available through the Service nor use any of the foregoing except for the purpose for which such intellectual property is made available to you through the Service.

## **10. Rented Bell Equipment; Bell Right to Enter Premises; Loss.**

All Rented Bell Equipment and other materials and accessories provided by Bell during installation will always remain Bell's property and no title therein or thereto will pass to you. You will (a) take reasonable care of the Rented Bell Equipment and maintain same in good working condition, all in accordance with industry best practices and manufacturers' expectations ("**Good Condition**"); (b) not sell, lease, mortgage, charge, transfer, assign, encumber or grant any right in or to the Rented Bell Equipment; (c) not move or re-locate the Rented Bell Equipment; and (d) not remove or alter any identification tags, markings or serial numbers located on the Rented Bell Equipment. If you fail to comply with these obligations or act deliberately or negligently and cause loss, damages or theft to any Rented Bell Equipment, you are liable and will pay us for (a) loss of or damage to Rented Bell Equipment located at your premises or under your control, including any cost of repair or replacement; and (b) disruptions or damages caused by your failure to do so, or caused by the assets, including damage or other effect on Bell's or other customer's ability to receive the Service. At your cost, Bell may take any action it considers necessary to deal with such effects, losses and damages. Bell will provide maintenance and repairs to Rented Bell Equipment as required due to normal wear and tear only. Additional charges may apply for maintenance and repair work performed at your request outside of regular working hours. In all cases, you are liable for all damage caused to Rented Bell Equipment and facilities by you or by customer-provided equipment. You must immediately notify Bell of any loss, theft, removal or damage of or to Rented Bell Equipment by immediately calling Bell Client Care, but in no event more than **5** days after such event. You will be liable for unauthorized use of the Rented Bell Equipment until such time as Bell is properly notified. Bell will not replace any lost or stolen Rented Bell Equipment, unless expressly required by law. If Bell is not required to replace the lost or stolen Rented Bell Equipment, this Agreement will terminate with respect to such Rented Bell Equipment following your notice to Bell and Non-Return Charges pursuant to Section **11** may apply.

Any limited warranty agreements found in the user manual of any Rented Console do not apply to the Rented Console and do not form part of this Agreement.

You hereby agree that Bell may enter the premises on which the Service is, or is to be, provided, to install, inspect, repair, maintain, or remove the Rented Bell Equipment, or to maintain, protect, investigate, modify or improve the operation of the Service, or to inspect and perform necessary maintenance in cases of network-affecting disruptions involving customer-provided facilities. You will obtain and provide to Bell consents from all necessary persons, except in emergencies or pursuant to a court order.

**11. Return of Equipment; Non-Return Charges; Replacement of Equipment.** You will uninstall and return to Bell all of the Rented Bell Equipment, in Good Condition (reasonable and normal wear and tear excepted) within **15** days from (a) the termination (by you or Bell) of the Agreement; (b) non-activation or deactivation of the Service; or (c) Bell's request. If you fail to return any of the Rented Bell Equipment in Good Condition within **15** days, the replacement value of the non-returned

Rented Bell Equipment, as determined by Bell, including any costs incurred by Bell in seeking possession of the Rented Bell Equipment (“**Non-Return Charges**”) may be claimed by Bell as direct and immediate damages, and charged to your Bell account without prejudice to Bell’s rights under Section 6, all to the extent permitted by applicable law.

Upon any termination, Bell may, in its sole discretion (a) attend at your premises to remove the Rented Bell Equipment or any part thereof subject to a removal fee, in which case you will obtain and grant, at your cost, all authorizations, permits and approvals necessary for Bell to attend at your premises for de-installation and removal; or (b) abandon and leave the Rented Bell Equipment, or any part thereof, at your premises and you hereby expressly acknowledge that Bell shall not be responsible therefor or for any costs or damages associated with de-installation or removal of the Rented Bell Equipment unless caused by Bell’s intentional fault, negligence or poor workmanship at the time of de-installation or removal, other than normal wear and tear.

During the Term, Bell may, at its sole discretion, replace any part of the Rented Bell Equipment with new or refurbished equipment of comparable functionality (“**Replacement Equipment**”). You acknowledge that, upon delivery to you of the Replacement Equipment, this Agreement will automatically and without any further act, thing or document (a) no longer apply and be at an end with respect to the Rented Bell Equipment that is being replaced (“**Replaced Equipment**”); and (b) apply to the Replacement Equipment as if it were the original equipment rented hereunder, and all terms of this Agreement will apply to the Replacement Equipment. The term “**Rented Bell Equipment**” hereunder will, in such circumstances, be deemed to refer to the Replacement Equipment in place of the Replaced Equipment.

## **12. Bell Equipment Software Update.**

(a) THE BELL EQUIPMENT CONTAINS SOFTWARE THAT IS UNDER LICENSE TO OR OWNED BY BELL. YOUR LICENSE TO USE THIS SOFTWARE IS LIMITED TO RECEIVING AND VIEWING THE SERVICE AUTHORIZED BY BELL ONLY. IF BELL HAS REASONABLE GROUNDS TO BELIEVE THAT YOU ARE RECEIVING UNAUTHORIZED SERVICES OR USING THE SOFTWARE FOR ANY OTHER UNAUTHORIZED PURPOSE, IT RESERVES THE RIGHT TO MODIFY OR DISABLE THE SOFTWARE IN THE BELL EQUIPMENT OR TO OTHERWISE DISABLE THE BELL EQUIPMENT.

(b) IF THE SOFTWARE IS DISABLED OR MODIFIED, THE BELL EQUIPMENT MAY NOT FUNCTION PROPERLY. YOU MAY NOT MODIFY, TEST, REVERSE ENGINEER, DECOMPILE, TAMPER OR ACCESS THIS SOFTWARE FOR ANY REASON WHATSOEVER. RECEIVING SIGNALS WITHOUT AUTHORIZATION, INCLUDING FOR THE PURPOSE OF SHARING OR “TESTING,” IS THEFT AND MAY RESULT IN CRIMINAL CHARGES OR A CIVIL SUIT BEING BROUGHT AGAINST YOU.

(c) Bell reserves the right, from time to time, to update or upgrade the software in the Bell Equipment to ensure that the Bell Equipment will remain compatible with and function properly with any technological advances or improvements made to the Services. In certain circumstances, it may be necessary to modify or remove some software features to introduce new features and to ensure the Bell Equipment remains compatible with such technological advances or improvements.

**13. Licence of Inside Wiring.** You shall retain rights and/or title to (where appropriate) any wiring inside your Service Address, whether or not it is installed by Bell. You hereby licence Bell to have sole and exclusive access and use of the wiring inside your Service Address that Bell deems is required to install and operate the Bell Equipment to allow you to receive the Service. You shall not modify, disturb, amend or otherwise compromise the inside wiring in any way that could affect or disrupt the integrity of the Service; doing so may result in an on-site service call by a Bell Fibe™ TV Specialist,

at your cost, to restore the inside wire to its appropriate state. Bell shall not in any way be responsible for the state or condition of the existing wiring, your use of the wiring and any resulting interference with, or any other performance issues pertaining to the Service.

Where required, you also appoint Bell as your agent to deliver notice on your behalf to the television broadcast distribution undertaking currently serving your Service Address to terminate any existing television and audio broadcasting service to your Service Address and to take any required action pursuant to Section 10 of the Broadcasting Distribution Regulations to ensure Bell can secure the necessary license to use the inside wiring at your Service Address.

If at any point after the installation you allow another provider to use the inside wire that Bell is using as part of the Service and such use negatively affects the Service, please call Bell Client Care to arrange for an on-site service call to reinstall the Service, at your cost.

**14. Downgrading your Service Plan.** You may downgrade your Service Plan for any reason at any time by notifying Bell Client Care, if your account is in good standing with all payments up to date. Bell will deactivate the Service Plan you request to be terminated and activate the new Service Plan effective as of the next billing cycle date after receiving your notice. Since you would have paid for the Service Plan you are terminating or downgrading in advance up to the next billing cycle date, no credit or refund will be payable in respect of such terminated or downgraded Service Plan. In addition, no deactivation fee will be payable in such case.

## **15. Furnishing of Programming by Bell.**

(a) **Programming availability.** All Programming is provided on a “subject to availability” basis. Certain Programming transmitted by Bell, including sports events, may be “blackout” in your area of reception from time to time at the request of the programmer for copyright or other reasons. If you circumvent or attempt to circumvent any of these blackouts, you may be subject to legal action. Programming may also be subject to temporary interruption due to natural phenomena or causes outside of its control. Bell will not refund charges or credit you for the blackout period or temporary interruptions. In addition and to the extent permitted by applicable law, BELL WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE WHICH YOU SUFFER AS A RESULT OF ANY SUCH BLACKOUT OR TEMPORARY INTERRUPTION. However, if Bell causes a material interruption of Programming which is not related to such blackouts, natural phenomena or causes outside of its control, Bell will provide a credit or refund, at your request, for the Programming interruption period. For greater certainty, no credit or refund will be provided for Programming interruptions resulting from Bell disabling or modifying the software in a Console pursuant to this Agreement, or if Bell can no longer provide any particular Programming for any reason.

(b) **Private viewing.** The right Bell provides you to receive and view the Programming is for your private home viewing at the Service Address and you will not receive or view, or so attempt, any of the Programming outside of your private residence which you listed as your Service Address. You are only permitted to exhibit the Programming solely in your private residence, listed as your Service Address. The Programming may not be rebroadcast, transmitted or performed in any form, and no admission 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.

(c) **Warning against piracy.** It is against the law to receive the Programming, or any portion of the Service, without paying for it (unless expressly permitted to do so by Bell). Doing so may result in civil or criminal penalty. Bell also reserves the right to take any other action to prevent the reception of its Programming without payment to, or authorization by, Bell, including the right to modify or disable the software in any Console.

(d) **Additional Rules for Pay Per View (“PPV”) and On Demand Programming.** Unless otherwise indicated by Bell at the time you place your order for PPV or On Demand Programming, all sales of PPV or On Demand Programming are final. If Bell is unable to provide any PPV or On Demand Programming that you have ordered, Bell will credit you the amount for that PPV or On Demand Programming. To the extent permitted by applicable law, Bell shall have no other liability 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 prerequisite Programming. You shall indemnify and hold harmless Bell from any claims, liabilities, losses or damages resulting from your use of PPV or On Demand Programming in contravention of this Agreement.

**16. Migration.** Bell may, in its sole discretion and without your consent, migrate you to other networks and platforms or change its suppliers, as and when it becomes necessary. Without limiting the generality of the foregoing, Bell may effect such a migration or change in suppliers to maintain, upgrade or enhance the performance of the Service, the Bell Equipment and/or other deliverables provided to you hereunder, to ensure continuity of the Service and the integrity of Bell’s network, and/or to comply, as necessary, with manufacturers’ requirements. You expressly agree that any such migration or change does not constitute an amendment or material change to this Agreement, the Bell Equipment or the Service.

**17. Confidentiality of Customer Records; Personal and Credit Information.**

(a) All information Bell keeps about you, other than your name, address and listed telephone number, is confidential. Unless you provide express consent or disclosure is pursuant to a legal power, your information will not be disclosed by Bell to anyone other than (A) you; (B) a person who, in Bell’s reasonable judgment, is seeking the information as your agent or representative; (C) another telephone company who provides you with telephone service, or a company involved in supplying you with telecommunications, telephone or telephone directory related services, provided the information is required for that purpose and disclosure is made on a confidential basis with the information to be used only for that purpose; (D) an agent retained by Bell to collect your account, provided the information is required for, and is to be used only for that purpose; (E) an affiliate of Bell involved in supplying you with telecommunications and/or broadcasting services, provided that the information is required for that purpose and disclosure is made on a confidential basis with the information to be used only for that purpose; or (F) a public authority or agent of a public authority, if in the reasonable judgment of Bell, it appears that there is imminent danger to life or property which could be avoided or minimized by disclosure of the information. You will be deemed to have given your express consent when any of the following occur (A) you provide written consent; (B) oral confirmation is verified by an independent third party; (C) Bell receives electronic confirmation through the use of a toll-free number or via the internet; (D) Bell receives oral consent where Bell retains an audio recording of the consent; or (E) Bell obtains consent through other methods, as long as an objective documented record of your consent is created by you or by an independent third party.

(b) Bell protects your personal information in a manner consistent with Bell’s Privacy Policies available at [bell.ca/privacy](http://bell.ca/privacy) and applicable laws.

(c) **By entering into this Agreement you consent to Bell performing credit checks on you and obtaining, maintaining and using information about your credit history from a credit reporting agency, credit grantor or other Bell company to activate your services or assist in collection efforts, and disclosing your Bell credit history to credit reporting agencies, credit grantors, collections agencies and other Bell companies.**

**18. No Warranties, etc.** To the extent permitted by applicable law, Bell makes no warranties, representations, guarantees, claims or conditions of any nature whatsoever, expressed or implied, including any warranty, representation, guarantee, claim or condition of consistency, performance or availability of service in certain areas, buildings or weather; or fitness for a particular purpose, merchantability, title or non-infringement, with respect to any of the Bell Equipment or the Service, and all warranties, representations, guarantees, claims and conditions, expressed and implied, are, to the extent permitted by applicable law, hereby excluded. The Service is not guaranteed to be error-free or uninterrupted and Bell shall not be liable to you or any other person for any damages, whether direct, indirect, special, consequential, exemplary, incidental, or any kind or for any reason whatsoever, arising out of the Service, all to the extent permitted by applicable law. Simultaneous use of the Service and an Internet service at your Service Address may result in slower throughput speeds for your Internet service.

**19. Limitation of Bell Liability.** BELL’S AND ITS PROVIDERS’ LIABILITY FOR NEGLIGENCE, BREACH OF CONTRACT, TORT OR OTHER CAUSES OF ACTION, INCLUDING FUNDAMENTAL BREACH, TO THE EXTENT PERMITTED BY APPLICABLE LAW IS LIMITED TO PAYMENT, UPON REQUEST, FOR ACTUAL AND DIRECT DAMAGES OF A MAXIMUM AMOUNT OF THE GREATER OF \$20 AND 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, UNDER NO CIRCUMSTANCES SHALL BELL (OR ITS PROVIDERS) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES, INCLUDING DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, ECONOMIC, EXEMPLARY OR PUNITIVE DAMAGES INCLUDING LOSS OF DATA, LOSS OF INCOME, LOSS OF PROFIT OR FAILURE TO REALIZE EXPECTED SAVINGS ARISING DIRECTLY OR INDIRECTLY FROM BELL’S (OR ITS PROVIDERS’) NEGLIGENCE OR BREACH OF CONTRACT (INCLUDING FUNDAMENTAL BREACH OR OTHERWISE).

Without limiting the generality of the foregoing, Bell is not liable for (a) any act or omission of a telecommunications carrier whose facilities are used in establishing connections to points which Bell does not directly serve; (b) defamation or copyright infringement arising from material transmitted or received over Bell’s facilities; or (c) infringement of patents arising from combining or using customer-provided facilities with Bell’s facilities. The limitations of liability set out above do not apply to damages resulting from physical injuries, death or damage to your premises or other property wholly caused by Bell’s negligence.

**20. Indemnity.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU SHALL INDEMNIFY AND HOLD BELL HARMLESS FROM AND AGAINST ANY LOSS OR DAMAGE TO ANY PERSON, BELL EQUIPMENT AND/OR PROPERTY ON WHICH BELL EQUIPMENT IS LOCATED AND FROM ALL CLAIMS, LOSSES, INJURIES, TAXES, LIABILITIES, EXPENSES AND COSTS RELATED TO THE INSTALLATION, REMOVAL, USE, MAINTENANCE OR CONDITION OF THE BELL EQUIPMENT, RENTAL OF THE RENTED BELL EQUIPMENT, TRANSFER OF EQUIPMENT TO YOU, USE OF THE SERVICE, OR YOUR TERMINATION OF OR DEFAULT UNDER THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN YOU AND BELL.

**21.** This Clause applies only to the customers renting in Quebec.  
(Long-term contract of lease.)

The consumer has no right of ownership in the goods leased.

The merchant shall assume the risk of loss or deterioration by fortuitous event of the goods forming the object of this contract except where the consumer withholds the goods without right or, where such is the case, after ownership of

the goods has been transferred to him by the merchant.

The consumer benefits from the same warranties respecting the leased goods as a consumer owning such goods.

Where the consumer is in default to perform his obligation in the manner prescribed in this contract, the merchant may:

- (a) either exact immediate payment of that which is due;
- (b) or retake possession of the goods forming the object of the contract.

Before retaking possession of the goods, the merchant must give the consumer a notice in writing of **30** days, during which time the consumer may, as he chooses:

- (a) remedy the fact that he is in default;
- (b) return the goods to the merchant.

The consumer may also return the goods to the merchant at any time during the leasing period even if he has not received a notice of repossession.

If the consumer returns the goods to the merchant, the contract is rescinded of right. In such a case, the merchant is not bound to return to the consumer the amount of the payments due he has already received, and he cannot claim any damages other than those actually resulting, directly and immediately, from the rescission of the contract.

The merchant is bound to minimize his damages.

**It is in the consumer's interest to refer to sections 116, 150.10, 150.11 and 150.13 to 150.17 of the Consumer Protection Act (R.S.Q., c. P-40.1) and, where necessary, to communicate with the Office de la protection du consommateur.**

**22. General.** Bell is a federally-regulated undertaking and as such this Agreement, including all matters relating to its validity, construction, performance and enforcement, shall be governed by applicable federal laws and regulations of Canada and only those laws and regulations of the

province in which your designated billing address is located, that are applicable to it. This Agreement is subject to amendment, modification or termination if required by such laws or regulations. If any provision in this 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 its other provisions. To the extent permitted by applicable law, this Agreement including the Documents, as amended, constitute the entire agreement between you and Bell and supersedes all prior agreements, written or oral, with respect to the same subject matter. Except as expressly stated herein, this Agreement cannot be modified or amended by waiver, course of dealing or otherwise. **Please note that your rights might vary by province.** Bell may transfer or assign all or part of this Agreement including any rights in accounts receivable at any time without prior notice or consent, but Customer may not assign or transfer this Agreement, its account or any rights to the Service or Rented Bell Equipment without Bell's prior written consent. This Agreement and all related documents have been drawn up in the English language at the express request of the parties. La présente convention ainsi que tous les documents connexes ont été rédigés en anglais à la demande expresse des parties. To the extent permitted by applicable law, your use of the Service and/or Rented Bell Equipment represents evidence that you accept and agree with the terms and conditions of this Agreement. Bell is not responsible for failing to meet obligations due to causes beyond its reasonable control, including all force majeure events, including any work stoppage, labour disputes, strikes and acts of God and/or nature. The word "**including**" means including without limitation. Bell is entitled to and does rely upon the authority of the person holding itself out or acting as the Customer or an authorized representative of the Customer and agreeing to and/or accepting the Agreement and purchasing the Service and/or renting the Rented Bell Equipment. Bell may deliver the Service and/or the Rented Bell Equipment to you by an agent, subcontractor, a third party provider or supplier, and all such persons are included in the defined term "**Bell**" as used in the Agreement. Any document sent under this Agreement and any demand for payment will be conclusively considered to have been received by you (a) when Bell delivers the documents or demand to you; or (b) on the **5<sup>th</sup>** day after Bell mails it to you, at the latest address Bell has for you in its records. All trademarks, copyrights, brand concepts, names, logos and designs used by Bell are intellectual property assets, registered or unregistered, owned or used under license by, Bell or its affiliates. All are recognized as valuable assets of their respective owners and may not be displayed or used by you in any manner for commercial purposes or copied in any manner whatsoever for any purpose.

**TO CONTACT US:**

Please call Bell Client Care at **1-866-797-8686**.