BELL BUSINESS MARKETS TERMS OF SERVICE
(MONTH TO MONTH SERVICES)

Your service details, these terms of service and any schedules attached to these terms of service ("**Schedules**"), along with any requested work orders and your invoice (which may include notices of changes to your contract) all taken together form the entire contract ("**Contract**") between you or your business ("**Customer**" or "**you**") and Bell Canada and/or (based on where your place of business is located or which services you subscribe to) a related Bell company ("**Bell**" or "**we**"). You should review the entire Contract. All of the parts are important and together create a legal agreement that applies to you once you have accepted it. Bell relies upon your word that you are authorized to enter into this Contract. To help you to understand your rights and obligations under this Contract, these terms of service are written in a question and answer format.

1. How do I accept my Contract with Bell? You are considered to accept this Contract on the earlier of the date: **(a)** you receive a copy of these terms of service; or **(b)** you access or use Bell Services (defined in **Section 2**), unless otherwise determined by applicable laws. You understand and agree that you are bound by this Contract, now and in the future. You must not use the Bell Services if you do not agree to this Contract.

2. What is covered by this Contract? This Contract is for Bell Services. The "**Bell Services**" or "**Services**" (as they will be called in this Contract) include the installation and provision of Internet Services ("**Business Internet Service**"), Voice Services ("**Voice Solutions**" including Business Lines (includes Business Single Lines and Business Multi-Lines), Local Link, Centrex, Microlink, Megalink, ISDN PRI and Single Number Reach), and any additional features or Bell Services we may offer from time to time. See Schedule B for a description of these Services. The Bell Services include additional equipment owned by Bell (including equipment rented from Bell) ("**Bell Equipment**") that you may need to receive the Bell Services, such as devices, modems, routers, accessories, hardware, networks, platforms, batteries and/or other products. The Bell Services covered by this Contract do not include services provided to you by Bell Mobility. The Fees (defined in **Section 16**) for the Bell Services will be provided to you via e-mail through a firm order confirmation when the order is processed. Only Services that purchased are on a month-to-month basis and not provided under an existing agreement between you and Bell Canada are subject to the terms of this Contract.

3. Can Bell make changes to this Contract? Bell may change the Contract, including the Fees and Bell Services, by giving you at least **30** days' prior notice in writing of the change. Bell may give you notice by posting it on bell.ca, by including it on your invoice, by sending it to you by email, letter or by any other reasonable method. Subject to Bell's right to make changes, no other statements (written or verbal) will change this Contract.

4. What if I want to refuse a change to this Contract made by Bell? If you want to refuse the change, you can cancel the Bell Service affected by the change as set out in **Section 50**.

5. Can I make changes to the terms of service that are in this Contract? You may not make any changes to these terms of service. However, depending on the Bell Service you subscribe to and your service details, you may be able to add or remove certain Services or features. You will need to check your service details to see if additional fees may apply.

6. What if parts of this Contract become unenforceable? If any part of this Contract becomes outdated, prohibited or unenforceable, the remaining terms will continue to apply to you and Bell. Even if Bell decides not to enforce any part of this Contract for any period of time, the terms and conditions still remain valid and Bell can enforce them in the future.

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

8. What happens if the CRTC stops regulating my Regulated Bell Service? If the CRTC decides it will no longer regulate a Regulated Bell Service or a feature of a Regulated Bell Service (sometimes referred to as "forbearance"), then Bell will continue to honour the terms of the Tariff as though your Bell Service were still regulated until your term (otherwise referred to as your "minimum contract period" in the Tariff) expires. After your minimum contract period expires, only this Contract will continue to apply if no other contract is mutually agreed to between you and Bell.

9. What laws apply to this Contract? Because Bell is federally regulated, this Contract is governed by the federal laws and regulations of Canada and any provincial laws which might apply to Bell in the province in which your Bell Service is provided.

10. How are claims against Bell resolved? All claims and other disputes you may have against Bell under the law, in contract, in tort or otherwise, in connection with the Contract, Bell Services or Bell's advertising or marketing will be determined, to the extent permitted by applicable law unless otherwise agreed, by final and binding arbitration by a single arbitrator, to the exclusion of the courts, in the province or territory of your billing address, in accordance with: **(a)** Bell's arbitration policy at bell.ca/corporatearbitrationpolicy, as may be amended from time to time; and **(b)** the applicable arbitration legislation in effect in the

province or territory of your billing address. If your billing address is outside of Canada, the arbitration shall take place in the Canadian province of Ontario, in accordance with the arbitration legislation in effect in that province.

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

12. What if I prefer this Contract to be in French? You are receiving this Contract in English because you requested a copy in English. *Vous avez demandé que cette entente ainsi que tous les documents en faisant partie soient rédigés dans la langue anglaise mais si vous souhaitez que votre entente soit en français, veuillez communiquer avec nous, aux coordonnées indiquées à la fin de ce document.*

9-1-1

13. Are there any times when 9-1-1 is not available? Yes. Bell Services, including your 9-1-1 emergency call routing service ("**9-1-1 Service**") will not work during network outages, including during planned hardware or software upgrades.

14. Are there any limitations in accessing 9-1-1 on a Fiber provisioned service (for Business Lines and Local Link)? Where Bell fiber network locations are available, the following limitations apply to the provision of the enhanced 9-1-1 service ("**E9-1-1 Service**") on those Bell Services provided in locations based on fiber to business technology ("**FTTB Services**").

The following limitations apply to the provision of 9-1-1 services ("9-1-1 Service") on Services provided in locations based on Fiber to business technology ("FTTB Services"). "9-1-1 Service" means Basic 9-1-1 (B9-1-1), Enhanced 9-1-1 (E9-1-1) or Next Generation 9-1-1 (NG9-1-1) as appropriate.

a. The FTTB Services, including the 9-1-1 Service, will not be available during network outages, including but not limited to planned hardware or software upgrades. The FTTB Services will cease to function during extended power outages, if there is no battery backup, or once the battery back-up attached to the FTTB Services equipment at the customer's premises (collectively, "FTTB Equipment") has been depleted.

b. The FTTB Equipment may also have to be configured in certain ways or maintained in certain locations for the proper operation of the FTTB Services, including the 9-1-1 Service, and therefore, the FTTB Equipment should not be moved, tampered with or relocated. Customer is responsible to inform all persons who may be present at the Customer's premises, including end-users, customers, guests, and other persons, of such limitations and requirements.

c. The Customer is solely responsible for the supply of electrical power necessary for the FTTB Services (including the 9-1-1 Service) to function and the proper maintenance of the FTTB Equipment.

d. To the extent permitted by applicable law, Bell will not be liable to Customer or any third party for any inability to use the FTTB Services or to obtain access to the 9-1-1 Service as a result of the limitations described in this Section or Customer's failure to comply with the requirements set out in this Section.

Term and Renewal

15. How long is my Contract for Bell Services? Bell Services are provided to you on an ongoing monthly basis ("**Month-to-Month Term**").

Fees, Billing and Payment

16. How does Bell bill me for Bell Services? Unless Bell tells you otherwise, Bell will bill you monthly. You must pay all fees for Bell Services, whether recurring or one-time charges ("**Fees**") and taxes, within **30** days of Bell's invoice date or at a date specified when you ordered the Service (one date or the other, a "**Due Date**"). If payment is not received by Bell within **30** days of the Due Date, you will be charged interest from the Due Date on the balance owing at the compounded interest rate set out in **Schedule A**, calculated and compounded monthly from the Due Date ("**Late Payment Charge**"). If your payment is still not received within **60** days of the Due Date, Bell may stop providing you the Services, and you may not access content stored as part of the Services, such as web pages, files and emails. This content will be archived for up to **30** days (i.e. up to a total **90** days from the Due Date). If you still have not paid by the end of the archive period, Bell may destroy your content. Bell may charge you additional Fees to restore access to the content after it was archived. Bell is not responsible for any errors, loss of information or other mishap during the archive period or after the content is restored. If you or Bell cancel a Service for any reason, any recurring Fees that were billed at the beginning of your billing cycle will not be refunded. Bell may bill you for Fees and applicable taxes up to 24 months in unregulated

exchanges after the date they were incurred, unless any provincial laws which might apply to Bell in the province in which your Bell Service is provided or Regulated Tariffs state otherwise.

17. How can I pay my bill for Bell Services? You can pay your bill online through Online Bill Manager) by setting up a one-time debit transaction or a pre-authorized payment plan. Alternative payment options include Electronic Funds Transfer, mailing in a cheque or making a payment through your financial institution. For any pre-authorized payment method to Bell for your monthly payments, you authorize Bell to debit/charge your account for all outstanding Fees, taxes and account balances due under this Contract, including any applicable Late Payment Charges and Cancellation Charges (defined in **Schedule A and Section 50**), and this constitutes Bell's good and sufficient authority for doing so. You need to confirm that your payment method associated with the pre-authorized payment is valid. You must promptly advise Bell if your bank account information changes.

18. What if I dispute a Fee on my invoice? If you question or dispute any Fees on your invoice, you must do so within **90** days of the Due Date; otherwise we will presume that you accept all Fees. Disputed Fees will not be considered past due unless Bell has conducted an investigation and concluded that the Fees are correct and there is no basis for the dispute, or reasonably believes you are using the dispute to evade or delay payment. You must pay all undisputed portions of the Fees within **30** days of the original Due Date, failing which the undisputed portion of the Fees will be past due and you will be charged, and must pay, the Late Payment Charge for the undisputed portion.

19. How do discounts or promotions work? Bell will apply any eligible discounts, incentives or promotions (including credits) to your account while: **(a)** Bell maintains these discounts, incentives, or promotions; and **(b)** you meet the applicable eligibility requirements; and (c) your Bell and/or Bell affiliated accounts associated with the promotion(s) remain current. Bell may change any discounts, incentives or promotions and the eligibility requirements at any time.

20. What additional charges may be applied to my invoice? Bell may charge additional Fees to offset administrative, processing, environmental or service costs for your account (for example, Fees for collections efforts due to non-payment or returned payments, suspension, disconnection or reactivation of Bell Services). Some of these charges can be found on bell.ca or in **Schedule A**, and may change over time.

21. How can I be sure that Bell has accurate contact information for my account? You are responsible for keeping the contact and payment information you provide to Bell (including name, mailing address, email address, Service Address, phone number, and any authorized users) up to date. If this Contract is cancelled, you will provide Bell with forwarding information for final invoices or correspondence if your new contact information is different from the information we have on file. Failure to provide a forwarding address may result in the forfeiture of any outstanding credits or deposits on your account.

22. Will Bell ever require a deposit or interim payment? In exceptional circumstances, Bell may require you to pay the Fees and applicable taxes on an interim basis, despite your monthly billing cycle. If this happens, you must pay these amounts on or before the required due date to avoid cancellation or suspension of your Bell Services. Bell may also require you to make deposits and will provide you with the reason for requiring a deposit. Deposits will earn simple interest based on the overnight rate of the Bank of Canada that is then in effect plus **1.25**%, calculated monthly on the last day of your monthly billing period, prorated for any partial month Bell holds the deposit. When Bell Services are cancelled or the conditions justifying the deposit no longer apply. Bell will apply the deposit and any earned interest against the outstanding Fees or other amounts you owe to Bell and/or any Bell Company (defined in **Section** 23), then refund you the balance of the deposit, if any.

23. What if I owe money to another Bell company? If your account with Bell Canada, Bell Mobility (including Virgin Mobile), Bell ExpressVu or any other Bell affiliate (each a "**Bell Company**") is in arrears, Bell may invoice you for, collect or set off any amounts owed to these Bell Companies. Bell may also refuse to provide you with any Bell Services if you do not pay amounts owed to these Bell Companies.

Your Information

24. **How does Bell protect my personal information?** Bell protects authorized end-users' personal information in a manner consistent with Bell's Privacy Policies available at bell.ca/privacy and applicable laws. By entering into this Contract, you agree that Bell may share account and usage information with each of the Bell Companies including Bell Media and The Source.

25. Does Bell perform credit checks or report credit history? Yes, Bell may perform credit checks on you and obtain information about your credit history from a credit reporting agency, credit grantor, other Bell Company or The Source to activate Services you ordered, or to assist in collection efforts. Bell may also disclose your Bell credit history to credit reporting agencies, credit grantors, collections agencies, and/or another Bell Company, including Bell Media and The Source.

Responsible Use of Bell Services

26. Are there any rules regarding my use of Bell Services? Yes. Abuse or misuse of Bell Services impacts every customer of Bell and is something Bell takes very seriously – **and which could result in the cancellation of your Contract with Bell, or lead to criminal or civil charges**. Remember that Bell Services include Bell Equipment. Failure to comply with these rules may result in Bell modifying, removing or disabling the software used in Your Equipment (defined in **Section 38**) so that Your Equipment no longer works. For example, you are prohibited from:

a) using, enabling, facilitating, or permitting the use of any Bell Service for an illegal purpose, criminal or civil offence, intellectual property infringement, harassment (including disruptive, intimidating, annoying or offensive calls/transmissions), or in a manner that is abusive or that would breach any law, regulation or the policies of any Internet host, or cause interference with Bell's network operations (including preventing a fair and proportionate use by others);

b) installing, using or permitting the use of any Bell Services without reading and accepting (or in contravention of) the terms of any separate license agreement or terms of use provided to you by Bell for the use of software and/or documentation (as applicable) in connection with the Bell Services;

c) enabling, facilitating or permitting the transmission of unsolicited messages such as spamming, phishing or junk faxes. Bell may **(i)** filter any e-mail determined by Bell to be spam from your inbox to an anti-spam folder and delete this email; and **(ii)** set a limit on the number of messages a Customer may send or receive through e-mail;

d) uploading or downloading, making available, transmitting, posting, publishing, disseminating, receiving, retrieving, storing, linking to or otherwise reproducing, offering, distributing, enabling or providing access to information, software, content, files or other material which: **(i)** is confidential or protected by copyright or other intellectual property rights without prior authorization of the rights holder(s); **(ii)** is defamatory, discriminatory, violent, obscene, child pornography or hate propaganda; **(iii)** constitutes invasion of privacy, impersonation, forging, appropriation of identity or unauthorized linking or framing; or **(iv)** is designed to assist users in defeating technological protection measures (like geoblocks, registration and any other anti-theft mechanisms) or in the fraudulent use of telecommunications or broadcasting services;

e) using any Bell Service for anything other than your own use (such as reselling, remarketing, transferring, sharing or receiving any charge or other benefit for the use of any Bell Service);

f) attempting to receive any Bell Service without paying the applicable Fees, modifying or disassembling Bell Equipment, changing any identifier (explained in **Section 33**) issued by Bell or a Bell Company, attempting to bypass Bell's network, or re-arranging, disconnecting, removing, repairing or otherwise interfering with Bell Services, Bell Equipment or Bell's facilities;

g) adapting, reproducing, translating, modifying, decompiling, disassembling, reverse engineering or otherwise interfering with any software, applications or programs used in connection with Bell Services (whether owned by or used under licence to Bell) for any purpose including "testing" or research purposes; or modifying, altering, or defacing any of the trade-marks, or other intellectual property made available through Bell Services or using intellectual property except for the express purpose for which such intellectual property is made available to you through Bell Services;

h) posting or transmitting any information or software containing a virus, "cancelbot", "Trojan horse", "worm" or other harmful or disruptive component or committing any act which may compromise the security of your Internet host in any way (including analyzing or penetrating a host's security mechanisms); and

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

27. How does Bell help to ensure the responsible use of Bell Services? Bell works hard to ensure continued efficient operation of the Bell Services. Bell has the right (but not the obligation) to monitor Bell Services (electronically or otherwise), including your use of Bell Services and the location of any Equipment (defined in **Section 38**) receiving the Bell Services. From time to time, Bell may ask you to connect Equipment to a specific network so that Bell may verify its location and you must immediately do so. Bell may monitor or investigate any content, use of Bell's networks, including bandwidth consumption and how it affects operation and efficiency of the network and Bell Services. Bell may also de-identify data in accordance with the Privacy Policy at bell.ca/privacy in order to perform analytics, develop, improve or operate the Services or create aggregated reports. Bell may disclose any information necessary to satisfy any law, regulation, governmental or other lawful request from any applicable jurisdiction or as necessary to operate and optimize Bell Services and to protect itself or others or take other actions as set out in **Section 52**.

28. How do I help protect my Bell account? You are responsible for the protection of your account(s) and password(s) and for all use of your account, the Bell Services and Bell Equipment by yourself and other users (authorized or not). You must also protect your computer systems, software, and the Equipment from theft, unauthorized use and system corruption. Bell may require you to create passwords or encryption keys to use certain Bell Services. If you lose these passwords or keys, your content may be lost and Bell may not be able to retrieve it. You are responsible to back up and safeguard your data, including your email and voicemail

messages. Bell may delete your data if the Bell Service is cancelled, or if you fail to access it within a certain period of time (as determined by Bell). If you have concerns about unauthorized persons ordering Bell Services without your permission, you should investigate the appropriate use of parental controls, passwords and personal identification numbers for your account, depending upon the Bell Service you are concerned about.

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

Bell Services

30. Do I need to do anything to help Bell provide Services to me? Where required, you shall: **(a)** appoint Bell to act as your agent solely to ensure Bell can provide you with the requested Bell Services, including (if necessary) cancelling services with your current service provider(s) and ensuring Bell's right to access and use the inside wiring at your Service Address; and **(b)** permit Bell to install, replace, remove, update or modify software as required to provide Bell Services. Bell is not responsible for the state or condition of existing wiring or Your Equipment (defined in **Section 38**) and may require repairs or modifications in order to install Bell Services. Bell or its third-party provider may require that you install software on Your Equipment. Bell and its third-party providers only grant you a non-exclusive licence to use that software for your own use, on certain of Your Equipment, while you subscribe to the applicable Bell Service.

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

32. Are there circumstances when Bell might not be able to provide Services to me? Unfortunately, yes. The check(s) completed by Bell when you placed an order for Bell Services are preliminary. Bell may deem a Bell Service unavailable to you up to, including, and after installation. The performance and availability of the Bell Service may depend on several factors, including the location of Equipment, the structure to which the Equipment is attached, the configuration of the Equipment, weather conditions or even third-party restrictions that Bell does not control.

33. Do I own the numbers/identifiers that Bell assigns to me? No. Bell may issue or assign to you certain unique identifiers for the Bell Services (e.g., a phone number, IP address, e-mail address, web space URL, host name, etc.). You do not own or acquire any right in any assigned number or identifier. Bell may, at any time and without liability, change or withdraw any number or identifier assigned to you.

34. What if the Bell Services require a domain name? You must provide your own domain name, and you are responsible for keeping it active with the applicable third-party registrar (for example, CIRA for the top-level domain .ca).

35. How do I transfer a phone number I have been assigned? The process depends on whether you are transferring the phone number to or from Bell.

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

b) Transfers from Bell. Upon your request or at the request of your new service provider, if your assigned account and phone number are active, Bell will, upon cancellation of your Voice Solutions , process a "transfer-out" or "port-out" request for the phone number assigned to you to your new chosen service provider. You are responsible for all Fees and taxes associated with the transfer from Bell, including any applicable Cancellation Charges.

Bell is not responsible for any interruption, disruption or disconnection of any services associated with the phone number which is the subject of a transfer request. A "transfer" of a phone number does not include the transfer of any associated services (including voicemails), or Bell Equipment.

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

Equipments

37. Who is responsible for the Equipment I need to use the Bell Services? You are responsible for the equipment and systems you own ("**Your Equipment**") and any Bell Equipment you use with the Bell Services (together, "**Equipment**") and all associated risks. You are responsible for maintaining safe access to and the security of the Equipment, and any data backup required, is your responsibility. You must take reasonable care of any Bell Equipment and maintain it in good working condition following the manufacturer's recommendations and Bell's instructions ("**Good Condition**"). You must ensure that Your Equipment meets Bell's minimum requirements (see bell.ca/minreq) to use Bell Services at all times. Bell may also replace, upgrade or modify the Bell Equipment required for the use of Bell Services, migrate your Bell Services to other networks or platforms, or change its suppliers and may do so without notifying you.

38. Who installs the Equipment? All Equipment must be installed and activated by Bell at the Service Address, unless Bell tells you otherwise. Once installed, the Equipment may not be moved other than as permitted in this Contract. The installation of Equipment may be subject to installation charges.

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

40. Does Bell provide software updates? You may receive software downloads from Bell to your Equipment to the extent that such downloads are reasonably necessary for the continued efficient operation of your Bell Services. For example, Bell may update or upgrade the software in the Equipment to ensure that it remains compatible with and functions properly with any technological improvements made by Bell to the Bell Services. Sometimes Bell may have to modify or remove some software features to introduce new features and to ensure the Equipment remains compatible with such technological improvements.

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

42. Can I rent Bell Equipment? In some cases, you may be able to rent the Bell Equipment needed to obtain Bell Services Month-to-Month, depending on available rental options ("**Rental Term**"). A maximum Rental Term may apply. Unless you exercise an option to purchase the Bell Equipment, the Bell Equipment will remain the property of Bell. Bell may, in its discretion and at any time, replace any part of the Bell Equipment with new or refurbished equipment of comparable functionality. Any limited warranties found in the user manuals of any Bell Equipment do not apply to rental equipment.

a) What happens if Bell Equipment is lost, stolen or damaged? If you rent Bell Equipment, the risk of loss, theft or damage passes to you upon the earlier of **(i)** you taking possession of the Bell Equipment; or **(ii)** the completion of the installation by Bell of the Bell Equipment. You are responsible for replacing Bell Equipment at your own cost and for all Fees incurred as a consequence of its loss, theft, destruction or damage. To the extent permitted by applicable law, Bell may, in its discretion and without liability to you, enter onto your property and inspect, maintain, repair, relocate or replace any Bell Equipment as needed.

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

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

d) What happens to the Bell Equipment when it is no longer useful? Upon cancellation, or at the end of the Bell Equipment's expected useful life (as determined by Bell), Bell may either **(i)** attend at your Service Address to remove the Bell Equipment (in whole or in part) subject to a removal fee, in which case you will obtain and grant, at your cost, all approvals necessary for Bell to attend at your Service Address for de-installation and removal of Bell Equipment; **(ii)** abandon and leave the Bell Equipment (in whole or in part) at your Service Address; or **(iii)** request that you return the Bell Equipment as set out above. You expressly acknowledge that Bell is not responsible for any costs or damages associated with de-installation or removal of the Bell Equipment unless caused by Bell's intentional fault, negligence or poor workmanship at the time of de-installation or removal.

Bell's Liability

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

44. Are there any warranties on Equipment that I purchase from Bell? Your Equipment may have a manufacturer's warranty. Please review any manufacturer's warranty to understand what protection it offers and what exclusions apply.

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

46. Are there any circumstances when Bell has no liability at all? In addition to the circumstances described elsewhere in this Contract including **Section 46**, Bell is not responsible for any claims if an installation appointment for any Bell Services is missed, or for any claims related to distribution of content by you or third parties. More generally, Bell will not be responsible for failing to meet obligations due to causes beyond its reasonable control, including work stoppage, labour disputes and strikes, third party caused damage to network infrastructure (e.g., a cable cut), pandemics, war, terrorism, cyber terrorism/warfare, civil insurrection, government decree, failure of the public power grid, unlawful acts, the act or omission of a telecommunications carrier whose network is used in establishing connection to a point which Bell does not directly serve, acts of nature and all *force majeure* events.

47. Do these sections about Bell's liability apply to third parties? Some parts of the Bell Services (including software) may be provided to you by Bell's third-party providers like, for example, Microsoft. These third-party providers are intended to be beneficiaries of this Contract and as such, this Contract, including this section on Bell's liability, also applies to them.

48. Can I cancel my Bell Services at any time? Yes. We would be sorry to see you go, but if you must, you may contact Bell to cancel some or all of your Bell Services with the date you want the cancellation to become effective. Bell's contact information is provided at the end of this Contract. You expressly waive the application of section 2125 of the Civil Code of Québec. For final balances equal to or above $10 and under $5000, Bell will automatically mail a cheque to your preferred mailing address or may discuss the transfer of the credit balance to another outstanding account. For balances not automatically refunded, you must contact Bell to request that we mail a cheque to your preferred mailing address.

Cancelling and Suspending Bell Services

49. What charges am I responsible for when my Bell Services end? If you cancel a Bell Service prior to its expiry, or if Bell cancels for cause your Bell Service, then you must pay Bell the cancellation charge applicable to that Service set out in **Schedule A** ("**Cancellation Charge**"), plus applicable taxes.

50. What happens if I cancel my Bell Services prior to activation? If you cancel your order prior to activation of any Bell Service, you may be charged a cancellation fee to the extent permitted by applicable law, plus applicable taxes, representing an estimate of damages suffered by Bell as a result of your failure to activate the Bell Service.

51. Can Bell suspend, cancel, or refuse to provide Bell Services to me? Yes, Bell can, without notice for cause, suspend, cancel or refuse to provide Bell Services to you in whole or in part (including blocking numbers or area codes or disconnecting your access to programming), or disable Bell Equipment. Cause includes the situations listed below:

a) Bell would have to incur unanticipated, unaccounted for, unusual or unreasonable expenses (such as securing rights of way or special construction or providing service to certain conference or to high-cost areas to an extent not supportable by your rate plan and Fees) to provide any Bell Service;

b) you breach or fail to comply with any part of the Contract, including if: **(i)** you fail to pay Bell in accordance with this Contract, you are late paying any deferred amounts under any payment arrangements with Bell, or you have previous past due amounts owing to Bell or a Bell Company; or **(ii)** you fail to comply with the rules related to Responsible Use of Bell Services set out in **Section** 26; or

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

52. Can Bell cancel my Contract? Yes. Bell can cancel any Bell Service or this Contract for any reason upon a minimum of **30** days' prior written notice to you, including where Bell ceases to offer a Bell Service to which you subscribe.

53. Do I still have to pay Bell if my Bell Services are suspended? Yes. You are responsible to pay for Bell Services (including Bell Equipment) even while they are suspended. If the reason for suspension has not been resolved, Bell may cancel your Bell Service and recover any Bell Equipment. If you wish to resume your subscription to any Bell Service, you shall pay the applicable installation and/or (re)activation fee, plus applicable taxes. Bell is not responsible for notifying any third-party providers of services, merchandise or information of the cancellation of the Bell Services or this Contract.

54. Does any part of this Contract continue after cancellation of Bell Services? Yes. The following sections will continue to survive: **Section 10** (How are claims against Bell resolved), **Sections 156-23** (Fees, Billing and Payment), **Sections 24** (Your Information), **Sections 38-43** (Equipment), **Sections 44-49** (Bell's Liability) and this **Section 55** will remain in effect even after the applicable Bell Service or Contract has been cancelled.

Contact Bell

The Bell Business Internet Service and Voice Solutions are provided by (and your Contract is with) Bell Canada.

Contact Information	Technical Support
Business Internet Service and Voice Solutions	
Ontario and Quebec **By phone :** 1 888 788 BELL (2355) **Hours of operation**: Monday to Friday: 8 a.m. to 6p.m. EST **New Brunswick, Nova Scotia, Newfoundland & Labrador, Prince Edward Island** **By phone :** Enterprise: 1 833 394 3033 Mid Market: 1 855 242 4492 **Hours of operation**: Monday to Friday: 8 a.m. to 5p.m. AST	**Ontario and Quebec** **By phone :** 1 888 788 BELL (2355) **Hours of operation**: Available 24 hours / 7 days a week **New Brunswick, Nova Scotia, Newfoundland & Labrador, Prince Edward Island** **By phone :** 1 888 214 7896 **Hours of operation**: Available 24 hours / 7 days a week

Please note that the hours of operation may change. Check https://business.bell.ca/shop/medium-large/contact-us for the latest information.

SCHEDULE A: FEES

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

ACCOUNT FEES	AMOUNT**
Late Payment Charge	**3**%/mo. or **42.585**%/year
NSF / Returned Payment / Pre-Authorized Payment Denial (subject to change – based on Bank fee evolution)	**$30.00**

SERVICE FEES	AMOUNT
Voice Solutions	
Early Cancellation Charge*: For Business Lines, Local Link, Centrex and Single Number Reach there is a minimum of 30 days notice required to disconnect the Month-to-Month service. The 30-day notification period will not be required in certain circumstances as indicated in the CRTC Tariffs.	a deactivation charge may apply
Business Internet Service	
Early Cancellation Charge* per access	The full month fee will apply if the service is canceled prior to the end of a billing month
Modem Non-Return Charge (where applicable)	**$150.00**

***** The Early Cancellation Charge is consideration for each Bell Service.

** Amounts specified apply in Ontario and Quebec. Charges may vary in other provinces

SCHEDULE B: PRODUCT SERVICE DESCRIPTIONS

Business Internet Service

Business Internet Service provides a high speed connection to the Internet over Bell network. The availability of speeds can vary by location.

Business Lines (includes Business Single Line Access and Multi-Line Access)

Business Lines provide a local Telephone number based off the Bell Network (switching and network facilities) on a per subscriber line basis. Supports voice, data, fax, modem, alarm and elevator telephone access communication.

Centrex

Centrex is a fully managed business communication system that is Central Office (CO) based. The Bell Switch that supports Centrex emulates the features and functionality of a customer premises PBX. All equipment is owned and maintained by Bell that include CO hardware and software upgrades.

Local Link

Local Link is a fully featured business line that provides a choice of four predefined feature package options available on a per line basis via PBX/Key systems and single lines. The feature package options are non-customizable. The service provides access to the PSTN and Dial "9" out suppression and is provided, subject to the availability of suitable facilities and in Wire Centres designated by Bell.

Megalink

Megalink service provides digital access between the Integrated Services Digital Network (ISDN) compatible equipment at Customer's premises and Bell's public switched telephone network (PSTN) and is based on ISDN primary rate interface (PRI) standard. The Megalink Service provides several B-channels in one or more DS1 accesses, under the control of a single D-channel or of multiple D-channels, served from the same central office switch and operating together as one large system terminating at the same address with a minimum of one working telephone number and billed to a single billing telephone number.

Microlink

Microlink services provide for the digital transmission of information between the Company's serving Wire Centre and compatible terminal equipment located at the customer's premises. Microlink service is based on the Integrated Services Digital Network (ISDN) and Basic Rate Interface (BRI) standard.

SCHEDULE C: MICROSOFT ONLINE SERVICES (ONTARIO AND QUEBEC) (MICROSOFT OFFICE 365)

1. Additional Terms. Microsoft hosted online services ("**Online Services**") are part of the Contract as Bell Services. Their use is also subject to the Microsoft Customer Agreement and the legal documents available at https://www.microsoft.com/licensing/docs/customeragreement. If there is any inconsistency between this Schedule and the Bell Terms of Service or this Schedule and the Microsoft Use Rights, this Schedule prevails.

2. Changes Made By You. Depending on the change you wish to make to your Online Services and what is provided in the Welcome Package you received when you subscribed to the Online Services, you may have to contact Bell Client Care, or go to the Microsoft Online Services Portal ("**Portal**"). If you cancel an Online Service, you have to call Bell Client Care and send an email to this effect to mos.support@bell.ca. Your data as part of the Online Services will be destroyed within **30** days of sending this email unless you ask Bell to migrate your data to a new Bell Service, a Microsoft's service, or to another service. Your request must be made in writing, by email, to mos.support@bell.ca. Additional Fees may apply and Bell will provide you an estimate. If you do not respond to Bell within **10** days, then this is sufficient authorization for Bell to proceed with the destruction of your data. If your data was protected under the Online Services, during migration and after, it will become unprotected unless you specifically requested otherwise, and Bell confirmed to you this protection is still available with your data.

3. Changes Made By Bell. Bell and Microsoft can modify the Online Services automatically, without notification to you, unless additional Fees apply (see the Standard Pricing Guide). For significant changes to existing functionality, such that your perception of and interaction with the Online Service (this new or modified version, a "**New Release**"), Bell will use reasonable efforts to notify you **45** days before the New Release is implemented. Generally, additional Fees apply to new versions, and require a new order from you. If Bell is required by regulatory agency, order, or law to make a change to an Online Service, Bell may release this changed Online Service immediately, without notifying you, even if such change may be considered a New Release. Bell may remove an Online Service without notifying you: **(i)** in response to an intellectual property infringement claim against Bell; **(ii)** to comply with a court or other governmental order; or **(iii)** in accordance with **Section 7** (Regulatory Compliance) of this Schedule. Bell will credit your Account for any Fees paid in advance, for the period during which the Online Services were removed.

4. Service Level. If you find that Bell does not provide an Online Service according to the applicable service level, you may request a credit by providing sufficient details in an email to mos.support@bell.ca. Bell will then review your request and, if your request is found justified by Bell, apply the corresponding credit to your account. These credits will not exceed the total monthly Fees for the impacted Online Service during the period for which credits apply.

5. Support By Bell. Notwithstanding anything to the contrary in the Portal, Bell (not Microsoft or Microsoft's affiliates or suppliers) provides you support for the Online Services, as set out in the Support Document. Bell is your only point of contact for any questions relating to the Online Services.

6. Responsible Use of Bell Services. In addition to the section on Responsible Use of Bell Services in the Bell Terms of Service, you are prohibited from: **(a)** separating the components of the Online Services; **(b)** causing any part of the Online Services (including software or other materials) to become subject to the terms of a license, such as an open source software license, that requires any part of the Online Services to be **(i)** disclosed in source code form, **(ii)** licensed for the purpose of making derivative works, or **(iii)** redistributable at no charge; and **(c)** violating any laws applicable to U.S. export jurisdiction including the U.S. *Export Administration Regulations, the International Traffic in Arms Regulations*, as well as end-user, end-use and destination restrictions issued by the U.S. government (see www.microsoft.com/exporting).

7. Regulatory Compliance. If a formal, informal, or advisory rule, regulation, ruling, order, statute, opinion, notice, or policy of a judicial, legislative, or administrative body in any country causes Microsoft to be regulated as a telecommunications provider, subjects Microsoft, Bell or any Online Service to any regulation or requirement not generally applicable to businesses operating in such country, and that causes Microsoft or Bell to believe the Microsoft Customer Agreement or an Online Service may be in conflict with that rule, regulation, ruling, order, statute, opinion, notice, or policy, Microsoft or Bell may cancel or modify the Online Service in any affected country.

8. Exclusions from Microsoft. Microsoft, to the extent permitted by applicable law, disclaims all warranties and any liability by Microsoft or its affiliates or suppliers for any damages, whether direct, indirect, or consequential, arising from the sale or use of the Online Services.

9. Exclusions from Bell. Bell is not responsible for any claim based on: **(i)** your use of any Online Service after Bell notifies you to stop; **(ii)** the combination of an Online Service with any non-Microsoft or non-Bell product, data or business process; **(iii)** damages attributable to the use of non-Microsoft or non-Bell provided software, data or business processes; **(iv)** alteration of any Online Service; or **(v)** use of Microsoft's or Bell's mark(s) without Microsoft's or Bell's written consent, as applicable, to do so.

10. Survival. The following sections of this Schedule will remain in effect even after the applicable Online Service is cancelled: **Section** 8 (Exclusions from Microsoft); **Section** 9 (Exclusions from Bell) and this **Section 10**.