

## BELL MTS TERMS OF SERVICE

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The service details, these terms of service and any attached schedules (“**Schedules**”), along with any amendments, all taken together form the entire contract (“**Contract**”) between you (“**Customer**” or “**you**”) and Bell MTS (a division of Bell Canada) (“**Bell MTS**” 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. You may also be provided a critical information summary that sets out the key elements of your agreement with us. We rely upon your word that you have reached the legal age of majority and 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?** You accept this Contract on the earlier of the date: **(a)** you receive a copy of these terms of service; **(b)** installation has commenced; or **(c)** you access or use the Services (see **Section 2**), unless otherwise determined by applicable laws. You understand and agree that you are bound by this Contract, now and in the future.

**2. What is covered by this Contract?** This Contract covers the services you ordered, we install or activate, or that we otherwise provide to you (“**Services**”). The Services include the following, as well as any additional features:

- Internet (“**Internet**”),
- home phone (“**Phone**”), and
- television (“**TV**”). TV Services include Internet protocol television (“**Fibe TV**”), cable television (“**Cable TV**”) and Programming (see **Section 37**).

The Services include equipment we own (including equipment we rent to you) (“**Our Equipment**”) that you may need to receive the Services, such as devices, receivers, certain remotes, modems, routers, accessories, hardware, networks, platforms, certain batteries and/or other products. Our Equipment does not include equipment you own, including that which you may have purchased from us.

The Services do not include mobile wireless services provided by Bell Mobility or Bell MTS, Satellite TV services provided by Bell ExpressVu LP, wireless home Internet services provided by Bell Canada or Bell MTS Smart Home security services provided by AAA Alarm Systems Ltd. Terms of service for other Bell MTS services can be found at [bellmts.ca/terms](http://bellmts.ca/terms).

**3. I subscribe to a Service that is regulated by the CRTC. Does this Contract still apply?** For Services regulated by the Canadian Radio-television and Telecommunications Commission (“**CRTC**”) (“**Regulated Services**”), the tariff located at [bellmts.ca/tariffs](http://bellmts.ca/tariffs) (“**Tariff**”) applies in addition to this Contract. If there is an inconsistency or conflict between this Contract and the Tariff, then the Tariff prevails.

**4. What happens if the CRTC stops regulating a Regulated Service?** If the CRTC decides it will no longer regulate a Regulated Service or a feature of a Regulated Service (sometimes referred to as “forbearance”), then we will continue to honour the terms of the Tariff as though your Service were still regulated until the term (which is called your “minimum contract period” in the Tariff) expires. After the minimum contract period expires, only this Contract will continue to apply.

**5. What laws apply to this Contract?** Because we are federally regulated, this Contract is governed by the federal laws and regulations of Canada, including the CRTC’s Internet Code and the Television Service Provider (“**TVSP**”) Code and any provincial laws which might apply to us.

**6. Can this Contract be transferred?** We may transfer or assign all or part of this Contract (including any rights in accounts receivable) at any time. You may not transfer or assign this Contract, your account or the Service without our prior written consent.

**7. 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 us. Remember that even if we do not enforce any part of this Contract for any period of time, the term still remains valid and we can enforce it in the future.

**8. *Est-ce que je peux recevoir ce Contrat en français plutôt qu'en anglais? Malheureusement, ce Contrat n'est pas disponible en français.***

**9. Can Bell MTS make changes to this Contract?** Yes. We may change the Services, and any term or element of the Contract, including the Fees (see **Section 18**). If required, we will give you notice of these changes in writing, at least **30 days (60 days for certain changes related to Internet Services)** before the effective date, using a reasonable method to bring it to your attention, such as by posting it on [bellmts.ca](http://bellmts.ca), by including it on or with your bill or by sending it to you by email or SMS. This notice will clearly identify the proposed change and the effective date. Also, as required by law, this notice will set out the new term, or amended term and the term as it read before, and your rights if you refuse the change (see **Section 10**). No other statements (written or verbal) will change this Contract.

**10. What if I want to refuse a change you make to this Contract?** If you want to refuse the change, your remedy is to cancel the impacted Service or the Contract (see **Section 57**).

**11. Can I make changes to my Services or 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 Service you subscribe to and your plan details, you may be able to add or remove certain Services or features. You will need to check your plan details to see if additional fees may apply. For more information about the Services or features that may be available, including applicable fees, visit MyAccount ([bellmts.ca/myaccount](http://bellmts.ca/myaccount)) or contact us. For certain changes or if your account is not in good standing, you may not be able to make changes online and should contact us. Our contact information is set out in **Section 67**. For more information about making changes to TV Programming, see **Section 44**.

## 9-1-1

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**12. Are there any times when 9-1-1 is not available?** Yes. The Services, including the 9-1-1 service ("**9-1-1 Service**") will not work during network outages, including during planned hardware or software upgrades. As well, third-party communications services or equipment, monitored home security alarms or monitored medical devices (including some monitored by us) that use the Services as a communications pathway may also not function during network outages.

In addition, the Services provided over fibre-to-the-home ("**FTTH Services**"), including 9-1-1 Service, will not work:

- (a) during power outages if there is no compatible battery backup solution, or once the compatible battery backup solution has been depleted;
- (b) if the hardware used in connection with the FTTH Services ("**FTTH Equipment**") has been tampered with, damaged or relocated; or
- (c) if the FTTH Equipment fails, is not configured correctly or during a reboot/restart (whether spontaneous or initiated by you) of the FTTH Equipment.

You are responsible for the supply of electrical power necessary for the FTTH Services (including 9-1-1 Service) to work. Please note, if you have third-party communications services or equipment, a monitored home security alarm or medical device (including some monitored by us), these services, equipment, monitored alarms or devices may not function during a power outage without the use of a compatible battery backup solution with the FTTH Equipment.

We recommend that you have another way of contacting 9-1-1 Service during a power outage or in the case of equipment failure, for example, a mobile phone.

**To the extent permitted by applicable law, we are not responsible to anyone for any inability to access 9-1-1 Service or use the FTTH Services or the FTTH Equipment, or for any interference with, or failure of, third-party communications services or equipment, monitored home security alarms or medical devices (including some**

monitored by us) as a result of the limitations or your failure to comply with the requirements and recommendations set out in this Section 12.

## Your Information and Communications Preferences

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**13. How do you protect my personal information?** Our commitment to privacy is at the end of these terms of service (“**Commitment to Privacy**”). We protect your personal information according to the principles in our Commitment to Privacy, our Privacy Policy available at [bellmts.ca/privacy](http://bellmts.ca/privacy), and applicable laws. By entering into this Contract, you agree that we may share your information with Our Companies (see **Section 25**).

**14. Do you collect, use or disclose my credit information?** Yes, we may perform credit checks on you and collect and use information about your credit and payment history from Our Companies (see **Section 25**), credit reporting agencies or other credit grantors to assess your creditworthiness, update your information, activate the Services you ordered, or to assist in collection efforts. We may also disclose your credit and payment history with Our Companies to credit reporting agencies and credit grantors to assist with assessing your creditworthiness, and to collection agencies to assist with the collection of monies owed. A security deposit may be required to determine your eligibility for the Services if you decline a credit check upon activation (see **Section 24**).

**15. How can I be sure that you have accurate contact information for my account?** You are responsible for keeping the contact and payment information you provide up to date. This includes your name, and the name of any authorized users, mailing address, email address, phone number, credit card or bank account information and the private residential address where the Services are provided (“**Service Address**”). If this Contract is cancelled, you will provide us the forwarding information for final bills or correspondence if your new contact information is different from the information we have on file. Call us to confirm that the information we have on file is correct. If you do not provide an accurate forwarding address you may forfeit any outstanding credits or deposits on your account.

**16. How do you recommend and market products and services to me?** We use a number of ways to keep you informed about the products and services Our Companies (see **Section 25**) provide. We recommend products and services to you based on your account information, eligibility and your needs and preferences as determined by your purchase and use of our products and services. We may also reach out to inform you of ways to save, new product and service releases, and other useful information using a variety of means, including by sending you commercial electronic messages or calling you. You can unsubscribe from commercial electronic messages by visiting [bellmts.ca/donotcontact](http://bellmts.ca/donotcontact) and opt out from telemarketing messages by calling us at 204-225-2687 within Manitoba or 1 866 310-BELL (2355) outside Manitoba. You will continue to receive service-related communications even if you choose not to receive marketing communications. We will not disclose your personal information to third-parties to market their products and services without your express consent.

## Term and Renewal

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**17. How long is my Contract for my Services?** There is no set period unless you agree to a contract term of greater than **1** month (for example, **12** months) (a “**Fixed Term**”) for particular Services. At the end of any Fixed Term, we will continue to provide the Services to you without a set period, at the then-applicable rates, unless you cancel the applicable Services.

## Fees, Billing and Payment

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**18. How do you charge me for the Services?** We invoice you monthly. Recurring charges are charged in advance. One-time charges are charged to your account at time of order or use unless we otherwise specify. Upon cancellation, the Fees for the Services are prorated to the last day of service. Please note that a minimum subscription period may apply to certain TV Programming and Premium Sports is subject to specific billing and cancellation rules (see **Sections 45** and **39**). You may also be able to purchase certain individual pay per use services not included as part of a Service subscription (for example, PPV, On Demand services (see **Section 37**) and long distance calling). Pay per use services will be charged at the rate or charge in effect at time of purchase or use. Long distance calls are rounded up to the nearest

minute, unless otherwise stated. These rates and charges may be found on [bellmts.ca](http://bellmts.ca), on an on-screen purchase flow, in **Schedule A** or by contacting us (our contact information is set out in **Section 67**), and may change over time, in some cases without notice. You must pay all fees due for the Services, whether recurring or one-time charges (“**Fees**”) and taxes within **30** days of the bill date. If payment is not received by us within **30** days of the bill date, you will be charged interest from the bill date on the balance owing at the compounded interest rate set out in **Schedule A**, calculated and compounded monthly from the bill date (“**Late Payment Charge**”). We may refer your account to collections agencies as a result of your failure to pay amounts owing to Our Companies (see **Section 25**), as applicable. We may bill you for Fees and applicable taxes up to **12** months after the date they were incurred.

**19. How can I pay my bill?** Your bill sets out acceptable payment methods which may change without notice. You may also set up a pre-authorized payment plan. By providing us a credit card or bank account (or other pre-authorized payment method) for your monthly payments, you give us the authorization to charge your credit card or debit/charge your account for all outstanding Fees, taxes and account balances due under this Contract, including any applicable Late Payment Charges, NSF charges (see **Schedule A**) and Cancellation Charges (see **Section 58**), and this constitutes our good and sufficient authority for doing so. You confirm that the credit card or bank account is in your name, is valid and has not expired. You must promptly advise us if your credit card or bank account information changes.

**20. What if I dispute a Fee on my bill?** If you question or dispute any Fees on your bill, you must do so within **90** days of the bill date; otherwise you accept all Fees. Disputed Fees will not be considered past due unless we have conducted an investigation and concluded that the Fees are correct and there is no basis for the dispute. You must pay all undisputed portions of the Fees within **30** days of the original bill 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.

**21. How do discounts or promotions work?** We apply any discounts, incentives or promotions (including promotional bundle or multi-service discounts or credits) to your account while: **(a)** we maintain these discounts, incentives, or promotions; and **(b)** you meet the applicable eligibility requirements. We may change any discounts, incentives or promotions and the eligibility requirements at any time. Before making changes to your Services (including Programming (see **Section 37**) or features), please review applicable restrictions and/or eligibility requirements, as certain changes may result in loss of, or changes to, discounts or promotions. Please note, promotional pricing may not apply to partial billing periods, therefore, if a Service is cancelled in the middle of a billing period, you may not receive promotional pricing for that partial billing period).

**22. What additional charges may be applied to my bill?** We 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 the Services). These charges may be found on [bellmts.ca](http://bellmts.ca), in **Schedule A**, or by contacting us (our contact information is set out in **Section 67**), and may change over time.

**23. Are there restrictions on unlimited Internet use?** Unlimited use of Internet is subject to the restrictions in the Responsible Use Policy (see **Section 26**).

**24. Will a deposit or interim payment ever be required?** We may require you to make a deposit if you are unable to provide satisfactory credit information or have an unsatisfactory credit history or credit rating. Deposits will earn interest, as required by applicable law. When the Services are cancelled or the conditions justifying the deposit no longer apply (typically when you have made **6** consecutive monthly bill payments in full and on time), we will apply the deposit and any earned interest against the outstanding Fees or other amounts you owe to us and/or Our Companies (see **Section 25**), then refund you the balance of the deposit, if any. In exceptional circumstances, we may also 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 Services.

**25. What if I have another account with Your Companies that is in arrears?** If you have another account with a Bell company that is in arrears, we may bill you for, collect or set off any amounts owed to these companies. We may also refuse to provide you with any Services if you do not pay amounts owed to these companies. “**Our Companies**” include: Bell Canada, and other brands it operates (Bell Smart Home, Bell Aliant, Bell Aliant Smart Home, Bell MTS, Bell MTS Smart Home, DMTS, KMTS, Ontera, Virgin Mobile Canada), Bell Media Inc., Bell Mobility Inc. and other brands it

operates (Lucky Mobile, Solo Mobile and Virgin Mobile Canada), Bell Satellite TV operated by Bell ExpressVu LP, and other affiliates and the brands they operate (Cablevision du Nord de Québec, Groupe Maskatel LP, NorthernTel LP and Télébec LP).

## Responsible Use of the Services

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**26. How does Bell MTS help to ensure fair network access, efficient operation and the responsible use of the Services?** We work hard to ensure fair network access to all users and the continuous, efficient operation of the Services. We may manage network resources using methods which include: **(a)** prioritization or deprioritization of network access; and **(b)** Internet traffic management practices such as allocation of bandwidth (which may impact speeds), filtering for spam and malicious or illicit content, anti-virus mechanisms or other measures to protect the integrity of the network (such as the blocking of your traffic or other traffic in the event of denial of service attacks), all in a manner consistent with applicable law. For a description of our Internet traffic management practices, please visit [bellmts.ca/ITMP](http://bellmts.ca/ITMP). In addition, we enforce the rules in the “**Responsible Use Policy**” set out in **Schedule B**. You must comply with the Responsible Use Policy and all applicable laws when using the Services. We have the right (but not the obligation) to monitor the Services (electronically or otherwise), including your use of the Services and the location of any Equipment (see **Section 46**) or Personal Devices (see **Section 41**) receiving the Services. From time to time, we may ask you to connect the Equipment to a specific network so that we may verify its location and you must immediately do so. We may monitor or investigate any content, use of Programming (see **Section 37**) or your use of our networks, including bandwidth consumption and how it affects operation and efficiency of the network and Services. We 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 the Services and to protect itself or others and ensure the Services are not being used contrary to the Responsible Use Policy.

**27. How can I help protect my account?** You are responsible for the protection of your account(s) and password(s) and for all use of your account, the Services and Equipment by yourself and other users (authorized or not). You must also protect your computer systems, software, and the Equipment (see **Section 46**) from theft, unauthorized use and system corruption. You are responsible to back up and safeguard your data, including your email and voicemail messages. We may delete your data if the Service is cancelled, or if you fail to access it within a certain period of time (as we determine). If you have concerns about unauthorized persons ordering Services without your permission, you should investigate the appropriate use of parental controls, passwords and personal identification numbers (PIN) for your account, depending upon the Service you are concerned about.

**28. What am I responsible for if my account is compromised?** You must notify us immediately if you suspect unauthorized use of the Services or if Our 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.

## Services

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**29. Do I need to do anything to help you provide the Services to me?** Where required, you shall: **(a)** appoint us to act as your agent solely to ensure we can provide you with the requested Services, including (if necessary) cancelling services with your current service provider(s) and ensuring our right to access and use the inside wiring at your Service Address; and **(b)** provide us (including our third-party agents or contractors) access to your property or premises for installation, maintenance and related purposes, as more particularly described in these terms of service. We are not responsible for the state or condition of existing wiring or Your Equipment (see **Section 46**) and may require repairs or modifications in order to install the Services.

**30. What if I am experiencing technical issues with the Services?** Please contact us for technical support. When providing you with technical support, you agree that we (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. Our technical support contact information is set out in **Section 67**.

**31. Are there circumstances when you might not be able to provide the Services I ordered?** Unfortunately, yes.



The check(s) we completed when you placed an order for the Services are preliminary. The performance and availability of the Service may depend on several factors, including the location of Equipment (see **Section 46**), the structure to which the Equipment is attached, the configuration of the Equipment, demands on the network and/or network congestion, weather conditions, geography or even third-party restrictions that we do not control. We have the right to provide the Service (including Our Equipment) that we find better suited to your particular circumstances. Certain Services may not be available and/or offered from time to time and we may cancel such services as set out in **Section 62**. We may not be able to provide the Services (including certain of Our Equipment) to you up to, including, and after installation or we may refuse to provide a Service to you, if in doing so, we would have to incur unanticipated, unusual or unreasonable expenses (such as securing rights of way or special construction or providing service to certain conference or adult services or to high-cost areas to an extent not supportable by your rate plan and Fees).

**32. I subscribe to Bell MTS Cable TV. What is the difference between Bell MTS Cable TV and Fibe TV?** Certain applications and features are not available with Bell MTS Cable TV (for example, Restart, HD channels, and access to certain program content and applications). Certain features may also be limited on Bell MTS Cable TV (for example, the number of television streams and signal resolution available). Depending on the location of your Service Address, Fibe TV may not be available. You can check availability by visiting [bellmts.ca/residential/fibetv](http://bellmts.ca/residential/fibetv).

**33. Do I own the numbers/identifiers that you assign to me?** No. We may issue or assign to you certain unique identifiers for the Services (for example, a phone number, IP address, email address, web space URL, host name, etc.). You do not own or acquire any right in any assigned number or identifier. We may change, withdraw or re-assign any number, email address or other identifier.

**34. How do I transfer the Services (including a phone number provided to me)?** The process depends on whether you are transferring services (or a phone number) to or from Bell MTS.

**(a) Transfers to Bell MTS.** We will request your existing service provider to “transfer-in” or “port-in” your existing assigned phone number and/or transfer your existing service(s) if you: **(i)** confirm that you have the right to make the request; **(ii)** authorize us 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 MTS.** Upon your request or at the request of your new service provider, if your assigned account, phone number and/or Bell MTS Services are active, we will, upon cancellation of the applicable Services, process a transfer request (or in the case of a phone number assigned to you, a “transfer-out” or “port-out” request), to your new chosen service provider. You are responsible for all Fees and taxes associated with the transfer from us, including any applicable Cancellation Charges (see **Section 58**).

We are not responsible for any interruption, disruption, or disconnection of any services or loss of any promotions associated with a transfer request. Before your new service provider cancels a Service on your behalf, it is your responsibility to review the impact such cancellation may have on your eligibility for any discounts or promotions associated with any other Services. A transfer request does not include the transfer of any associated services (including voicemails), or Our Equipment.

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

**36. Can you use my content?** To provide the Services, we may need to use, copy, adapt, transmit, display, publish and perform, distribute and create compilations and derivative works from your content. By agreeing to receive the Services, you waive your moral rights and you authorize us to perform these activities in relation to your content anywhere in the world, solely as required for us to provide you the Services. You acknowledge that we may store your content so you can access such content, but that if you fail to access such content within a certain period of time (as determined by us), or if the applicable Service is cancelled, we may delete such content without notice to you.

**37. What content do you provide?** We provide content as part of certain Services, including programming packages and subscriptions, personal video recorder (“PVR”) services, pay per view (“PPV”) services, on-demand (“On Demand”) services, à la carte programming, interactive services, applications and any other related Services that we provide to you (“Programming”). Certain Programming, features and/or services (for example, PVR, PPV, and On Demand services) may not be available with certain Services and/or certain Personal Devices (see **Section 41**).

**38. What are the rules for PPV and On Demand services?** All sales of PPV or On Demand Programming are final. If we are unable to provide any PPV or On Demand Programming that you have ordered, upon request, we will credit you the amount charged for that PPV or On Demand Programming. To the extent permitted by applicable law, we are not responsible 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 Programming. You must have a continued subscription to the TV Service to access PPV or On Demand Programming.

**39. What are the rules for premium sports Programming?** When you subscribe to premium sports Programming (“Premium Sports”), your subscription may continue from season to season at the then-applicable rate and may be billed on an installment basis. If your subscription continues from season to season, you will be provided with notice of the applicable pre-season cancellation deadline before the season starts, so that you may cancel your subscription without charge. If you cancel after the applicable pre-season cancellation deadline, you must pay the full amount (or any remaining installments) for the season. No credit or refund will be provided after the pre-season cancellation deadline.

**40. Is the Programming I subscribe to always available?** All Programming is provided on a “subject to availability” basis and is subject to change. Certain Programming, including sports events, may be “blacked out” in your area of reception sometimes for copyright or other reasons. Programming may also be discontinued by the Programming provider or subject to temporary interruption due to causes outside of our control. Any refund or credit for interruptions or unavailability is entirely in our discretion. We will not refund charges or credit you for any blackout period.

**41. Can I watch the Programming I subscribe to on my personal devices or just my TV?** Where permitted by the Programming provider, we may authorize you to receive and view select Programming on certain end-user devices such as personal computers, tablets, mobile devices, streaming players and other supported devices using specified authentication credentials (“Personal Devices”), in addition to your TV. **Please note, viewing of Programming on Personal Devices may be subject to any data usage charges regularly associated with the use of such Personal Devices. Interactive services and applications also may incur additional data usage charges. You are responsible for any data usage charges.**

**42. Can I share my Programming and can I watch it anywhere?** The right we give you to receive and view the Programming is for private viewing, at your Service Address, on certain Personal Devices or outside, through certain applications or the Internet. You may not maintain multiple receivers on one account that are active at different locations simultaneously. You cannot share any of your account or authentication credentials (for example, any username or password) that may be used to access the Services with any person not residing at your Service Address.

**43. Can I rebroadcast or copy the Programming I subscribe to?** No. The Programming may not be rebroadcast, copied, transmitted or performed in any form, and no admission may be 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 we provide. However, you may use PVRs or similar devices for private, non-commercial recording of the Programming.

**44. Can I make changes to the Programming I subscribe to?** Yes. You may order new Programming (and obtain information about applicable charges) or downgrade your Programming online through MyAccount ([bellmts.ca/myaccount](http://bellmts.ca/myaccount)) or by contacting us (our contact information is set out in **Section 67**). For certain changes or if your account is not in good standing, you may not be able to make changes online and should contact us (our contact information is set out in **Section 67**).

**45. Is there a minimum subscription period for certain Programming?** Yes. Certain Programming may be subject to a minimum subscription period and if so, we will let you know. Provided you have met the minimum subscription period, we will deactivate this Programming effective as of the date we receive your request and applicable charges will be prorated. No credit or refund will be payable in respect of such cancelled or downgraded Programming. Premium Sports

is subject to specific cancellation rules (see **Section 39**).

## Equipment

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**46. Who is responsible for the Equipment I need to use the Services?** You are responsible for the equipment, devices and systems you own, for example, your computer, TV, streaming player (“**Your Equipment**”) and any of Our Equipment you use with the 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 Our Equipment and maintain it in good working condition following the manufacturer’s recommendations (“**Good Condition**”). We may replace, upgrade or modify Our Equipment required for the use of the Services, migrate your Services to other networks or platforms, or change suppliers. You must ensure that at all times Your Equipment meets our minimum requirements (see [bellmts.ca/minreq](http://bellmts.ca/minreq)) to use the Services and is compatible with Our Equipment.

**47. How is the Equipment installed?** Our Equipment can only be installed and activated by us at the Service Address, unless we make a self-installation option available (self-installation may also be available for other Equipment). If you choose any self-installation option, you are responsible for and assume all risks and liability associated with the installation, activation and use, including any deviation from any recommendation provided on the set-up and use of the Equipment. The installation and the activation of the Equipment may be subject to charges. If you subscribe to Fibe TV or Bell MTS Cable TV, you may activate up to receivers on your account at any time, unless we tell you otherwise. If you miss your installation appointment, we may, in our discretion, charge you a missed appointment fee representing an estimate of damages we suffered as a result.

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

**49. Do you provide software updates?** You agree that we can install, modify or remove our (or other) software on Your Equipment to the extent such downloads are reasonably necessary for the continued efficient operation of your Services. For example, without additional notice, we may update or upgrade, modify or remove the software to ensure it remains compatible with and functions properly with any technological improvements to the Services. These installs, modifications, updates or removals may be required for you to continue receiving the Services.

**50. Can I move the Equipment once it is installed?** Unless we tell you otherwise, you must not use, alter or disturb any Equipment or the inside wiring in any way that might impact the provision of the Services. Remember that additional Fees may apply if any repair or restoration is required unless we tell you otherwise.

**51. What are my Equipment options?** Unless purchased outright (when available), Our Equipment is rented to you. Our Equipment will remain our property. We may, in our discretion and at any time, replace any part of Our Equipment with new or refurbished equipment of comparable functionality. Any limited warranties found in the user manuals of Our Equipment do not apply to Our Equipment which is rented.

- (a) What happens if the Equipment is lost, stolen or damaged?** If you rent Our Equipment, the risk of loss, theft or damage passes to you when it is delivered to your Service Address. You are responsible for replacing Our 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, we may, in our discretion, enter onto your property and inspect, maintain, repair, relocate or replace Our Equipment as needed.
- (b) When do I return Equipment?** You will follow our instructions ([bellmts.ca/ifyoucancel](http://bellmts.ca/ifyoucancel)) regarding the return of Our Equipment, which must be returned in Good Condition (reasonable and normal wear and tear excepted) within **30** days of: **(i)** the cancellation (by you or us) of the applicable Service or this Contract; or **(ii)** our request.
- (c) What happens if I don’t return Equipment or return it damaged?** To the extent permitted by applicable law, if you fail to return any of Our Equipment as we require in Good Condition within **30** days, we may



charge the Equipment non-return fees as set out in **Schedule A**, plus applicable taxes.

- (d) **What happens to Equipment when it is no longer useful?** Upon cancellation, or at the end of Our Equipment's expected useful life (as we determine), we may (i) attend at your Service Address to remove Our 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 us to attend at your Service Address for de-installation and removal of Our Equipment; (ii) abandon and leave Our Equipment (in whole or in part) at your Service Address; or (iii) request that you return Our Equipment as set out above.

## Warranties and Our Liability

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**52. Are there any warranties on the Services?** To the extent permitted by applicable law, we make 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 Services. We assume no liability for any claims, damages, losses or expenses arising out of or otherwise relating to the unavailability of any Services (including any service outage), even where such unavailability occurs after installation or activation of the Services.

**53. Are credits issued for service outages?** Any credit or refund for any service unavailability or service outage is entirely at our discretion.

**54. Are there any warranties on purchased Equipment?** If you are able to purchase equipment from us, to the extent permitted by applicable law and unless otherwise expressly provided for in writing, we make 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 Equipment that you purchase, or otherwise acquire title to and ownership of, from us. Your Equipment may have a manufacturer's warranty. Please review any manufacturer's warranty to understand what protection it offers and how long it lasts. Check the materials provided with Your Equipment for any applicable warranty.

**55. How does Bell MTS limit its liability? To the extent permitted by applicable law, our 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, we are not responsible to anyone for any damages, including direct, indirect, special, consequential, incidental, economic, exemplary or punitive damages.**

**56. Are there any circumstances when Bell MTS has no liability at all?** In addition to the circumstances described elsewhere in this Contract where we have already stated we are not responsible for any claims, losses, damages or expenses, to the extent permitted by applicable law, we are not responsible for any claims, losses, damages or expenses relating to: (a) our entry onto your property to inspect, maintain, repair, relocate or replace any of Our Equipment; (b) any missed installation or other appointment for the Services; (c) de-installation or removal of Our Equipment; or (d) distribution of content by you or third-parties. More generally, to the extent permitted by applicable law, we will not be responsible for failing to meet obligations due to causes beyond our reasonable control, including work stoppage, labour disputes and strikes (including those involving Our Companies), pandemics, war, terrorism, civil insurrection, any law, order, regulation or direction of any government, failure of the public power grid, any unlawful act or omission, your failure to comply with this Contract, or any act or omission of a third-party, such as telecommunications carrier whose network is used in establishing connection to a point which we don't directly serve, acts of nature and all other force majeure events.

## Cancelling and Suspending the Services

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**57. How can I cancel my Services?** We'll be sorry to see you go, but if you need to, you may contact us to cancel some or all of your Services with the date on which you want the cancellation to be effective (subject to any minimum subscription periods that may apply to certain Programming and the Premium Sports cancellation rules). Our contact information is set out in **Section 67**.

**58. What charges am I responsible for when my Services end?** Upon cancellation, you must pay all amounts owing, including all Fees and applicable taxes for Services which have been provided up to your last date of service. As noted, a minimum subscription period may apply to certain Programming and Premium Sports is subject to specific cancellation rules. In addition, to the extent permitted by applicable law, if you cancel a Service that is subject to a Fixed Term prior to its expiration date, or if we cancel for cause your Service that is subject to a Fixed Term, then you must pay the cancellation charge applicable to that Service set out in your service details or **Schedule A (“Cancellation Charge”)**, plus applicable taxes. The Cancellation Charge is not a penalty; it is an estimate of damages we suffered as a result of your early cancellation of the Services.

**59. What if I have a credit balance on my final bill?** For balances equal to or above **\$10** and under **\$500** on your final bill, we will mail a cheque to your preferred mailing address within **90** days of the date of that bill. For balances not refunded in this manner, you must contact us to request that we mail a cheque to your preferred mailing address.

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

**61. Can my Services be cancelled or suspended?** Yes, to the extent permitted by applicable law, at any time we can, without notice and for cause, suspend or cancel any order, the Services in whole or in part (including blocking numbers or area codes or disconnecting your access to Programming), or disable Our Equipment. Cause includes the situations listed below:

- (a) you breach or fail to comply with any part of the Contract, including if: (i) you fail to pay in accordance with this Contract, fail to provide or maintain a deposit or interim payment when required (see Section 24), you are late paying any deferred amounts under any payment arrangements with us, or you have previous past due amounts owing to us or Our Companies (see **Section 25**) (see **Section 20** if you dispute any Fees that are past due); or (ii) you (or any user, authorized or not) fail to comply with the Responsible Use Policy; or
- (b) your use of the Services is not consistent with your ordinary usage patterns.

In taking any action under this **Section 61**, we will comply with the CRTC’s Deposit and Disconnection Code and the Internet Code, as applicable.

**62. Can my Service(s) or my Contract be cancelled?** Yes. To the extent permitted by applicable law, we can cancel any Service or this Contract upon a minimum of **30** days’ prior written notice to you, including where we stop offering a Service to which you subscribe.

**63. Do I still have to pay if my Services are suspended?** Yes. You are responsible to pay for the Services (including Our Equipment) even while suspended. If the reason for suspension has not been resolved within **14** days from the suspension date, we may cancel the Service and recover any of Our Equipment. If you wish to resume your subscription to any Service, you shall pay any amounts owing and the applicable installation and/or (re)activation fee set out in **Schedule A**, plus applicable taxes. You are responsible for notifying any third-party providers of services, merchandise or information of the cancellation of the Services or this Contract.

**64. Does any part of this Contract continue after cancellation of the Services?** Yes. Rights and obligations which by their nature continue beyond cancellation will continue to survive and remain in effect even after the applicable Service or Contract has been cancelled. This includes, but is not limited to, the following sections: **Sections 13-16 (Your Information and Communications Preferences)**, **Sections 18-25 (Fees, Billing and Payment)**, **Sections 46, 51 (Equipment)**, **Sections 52-56 (Warranties and Our Liability)**, **this Section 64 and the last paragraph of Section 12.**

## **Get More Information/Contact Us**

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**65. Is this Contract available in alternative formats?** Yes. You can request alternative formats and find more information about our accessibility services through our Accessibility Services Centre at [bellmts.ca/accessibility](http://bellmts.ca/accessibility), via email

at [accessibilitycentre@bellmts.ca](mailto:accessibilitycentre@bellmts.ca) or you can call 204-941-8557 or 1 800 542-8703 and ask for the Accessibility Services Centre.

**66. Where can I find more information about Internet and TV trial periods for persons with disabilities?** If you (or a member of your household) are an Internet or TV user with a disability, you are entitled to a trial period of **30** days to determine if the Internet or TV Services and related Equipment meet your needs. During any such applicable Internet trial period, your available Internet usage will be equal to the monthly Internet usage of your selected plan. For more information, contact the Accessibility Services Centre (see **Section 65**).

**67. How do I contact Client Care?** If you have any questions or concerns about the Services or your Contract, we'd be happy to help. Contact information is provided below.

Contact Information
<p><b>BY PHONE:</b></p> <ul style="list-style-type: none"><li>• 204 225-5687</li><li>• 1 800 883-2054</li></ul> <p><b>POUR LE SERVICE EN FRANÇAIS:</b> 1 800 255-6687</p> <p><b>ONLINE CHAT:</b></p> <ul style="list-style-type: none"><li>• <a href="http://bellmts.ca">bellmts.ca</a></li></ul>
<p>For information about how to escalate complaints within Bell MTS, visit: <a href="http://bellmts.ca/resolveaconcern">bellmts.ca/resolveaconcern</a></p>

**68. Do you provide tools to help manage my bills?** Yes. Through MyAccount ([bellmts.ca/myaccount](http://bellmts.ca/myaccount)), we provide tools to view your account balance, get an explanation of your charges, make payments and more. Visit MyAccount ([bellmts.ca/myaccount](http://bellmts.ca/myaccount)) to set up your profile.

**69. What if I have an unresolved complaint?** If you have a complaint that we have been unable to resolve to your satisfaction, you can contact the Commission for Complaints for Telecom-television Services ("**CCTS**"): P.O. Box 56067 – Minto Place RO, Ottawa, Ontario, K1R 7Z1. Toll-free: 1 888 221 1687. TTY: 1 877 782 2384. Fax: 1 877 782 2924. Email: [response@ccts-cprst.ca](mailto:response@ccts-cprst.ca). CCTS website: [ccts-cprst.ca](http://ccts-cprst.ca).

**70. Where do I find information about the CRTC's Internet Code and TVSP Code?** Information can be found at [crtc.gc.ca](http://crtc.gc.ca).

## SCHEDULE A: FEES

In addition to the Fees set out in your service details or on [bellmts.ca](http://bellmts.ca), to the extent permitted by applicable law, you may be subject to some of the following account or service Fees or charges. All Fees and charges are subject to change in accordance with the Contract. All Fees and charges are subject to applicable taxes and are per occurrence unless we specify otherwise. Additional Fees not set out below may apply depending on the Service ordered and your Service Address. We will notify you of any such additional Fees prior to being charged. Fees may be lower in certain locations, cases or where required by law.

ACCOUNT FEES	AMOUNT
Late Payment Charge	<b>2.5%/month or 34.49%/year</b>
Reconnection Charge (account suspended for non-payment)	<b>\$25.00</b>
NSF / Returned Payment / Pre-Authorized Payment Denial	<b>\$30.00</b>
Equipment Relocation Fee (Line Connection, Premise Visit, Premise Connection)	<b>\$72.00</b>
Wiring Repair Fee (Line Connection, Premise Visit, Premise Connection)	<b>\$72.00</b>
Temporary Disconnect	<b>\$7.50/month</b>
SERVICE FEES	AMOUNT
<b>Phone</b>	
Line Connection, Premise Visit, Premise Connection (For certain plans, only charged if you cancel or become ineligible within first <b>90</b> days)	<b>\$72.00</b>
Phone jack installation (For certain plans, only charged if you cancel or become ineligible within first <b>90</b> days)	<b>\$40.00</b>
<b>Internet</b>	
Installation Fee	<b>\$149.00</b>
Residential Gateway Non-Return or Damage Fee	<b>\$199.00</b>
Extender / ADSL Modem Non-Return or Damage Fee	<b>\$100.00</b>
Wi-Fi Pod Mini / Wi-Fi Pod / WiFi 6e pod Non-Return Fee	<b>\$50.00/pod or \$100.00/pod or \$150.00/pod</b>
<b>TV</b>	
Installation Fee (new Fibe TV customer)	<b>\$60.00/receiver</b>
Installation Additional Outlet	<b>\$45.00</b> for premise visit plus <b>\$25.00</b> per run
Replacement TV Remote Control	<b>\$25.00</b>
HD Set-top box Non-Return Fee	<b>\$150.00</b>
4K PVR Non-Return Fee	<b>\$250.00</b>

## SCHEDULE B: RESPONSIBLE USE POLICY

**Are there any rules regarding my use of the Services?** Yes. Abuse or misuse of the Services or our network impacts every customer and is something we take very seriously – **and which could result in the cancellation of your Contract (see Section 60), or lead to criminal or civil charges.** Remember that the Services include Our Equipment. We may modify, remove or disable the software used in Your Equipment so that Your Equipment no longer works or immediately suspend, restrict, change or cancel all or part of the Services or take other necessary protective measures if we have reasonable grounds to believe there is a breach of any of these provisions (by any user, authorized or not). For example, you are prohibited from:

- (a) using, enabling, facilitating, or permitting the use of any 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 would breach any law, regulation or the policies of any Internet host, or cause interference with our network operations (including preventing a fair and proportionate use by others);

- (b) installing, using or permitting the use of any Services without reading and accepting (or in contravention of) the terms of any separate license agreement or terms of use for the use of software, content (including Programming) and/or documentation (as applicable) in connection with the Services;
- (c) enabling, facilitating or permitting the transmission of unsolicited messages such as spamming or phishing. We may: (i) filter any email we determine to be spam from your in-box to an anti-spam folder and delete this email; and (ii) set a limit on the number of messages you may send or receive through email;
- (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 exploitation 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 Service for anything other than private, personal, family or household use (such as reselling, remarketing, transferring, sharing or receiving any charge or other benefit for the use of any Service);
- (f) sharing any of your account or authentication credentials (for example, any username or password) that may be used to access the Services with any person not residing at your Service Address;
- (g) attempting to receive any Service without paying the applicable Fees, modifying or disassembling Our Equipment, changing any identifier issued by us or Our Companies, attempting to bypass our network, or re-arranging, disconnecting, removing, repairing or otherwise interfering with the Services, the Equipment or our facilities;
- (h) adapting, reproducing, translating, modifying, decompiling, disassembling, reverse engineering or otherwise interfering with any software, applications or programs used in connection with the Services (whether owned by us or that are used under licence) 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 the Services or using any indemnity or intellectual property except for the express purpose for which such intellectual property is made available to you through the Services;
- (i) 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, our network or any of our customers in any way (including analyzing or penetrating a host’s security mechanisms); and
- (j) using harassing or abusive language or actions, whether verbal, written or otherwise, directed at our employees, suppliers, agents and representatives.

**How does Bell MTS help to ensure fair network access, efficient operation and the responsible use of the Services?**

We work hard to ensure fair network access to all users and the continuous, efficient operation of the Services. We may manage network resources using methods which include: (a) prioritization or deprioritization of network access; and (b) Internet traffic management practices such as allocation of bandwidth (which may impact speeds), filtering for spam and malicious or illicit content, anti-virus mechanisms or other measures to protect the integrity of the network (such as the blocking of your traffic or other traffic in the event of denial of service attacks), all in a manner consistent with



applicable law. For a description of our Internet traffic management practices, please visit [bellmts.ca/ITMP](https://bellmts.ca/ITMP).

## COMMITMENT TO PRIVACY

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At Bell, we value the trust you place in us when sharing your personal information. We make every effort to be transparent about what information we collect, why we collect it, what we do with it and with whom we might share it.

This is our commitment to you:

1. We commit to being accountable to you for how we collect, use and disclose your personal information.
2. We will inform you of the ways your personal information is being collected, used or disclosed. We may do this through our Privacy Policy, our Terms of Use or our websites.
3. We only collect, use or disclose your personal information if we have your consent, or in circumstances where your consent isn't necessary (such as an emergency situation).
4. We only collect your personal information in fair and legal ways. We limit our collection of your personal information to the purposes identified in advance to you.
5. We use or disclose your personal information for the reasons it is collected, when it is otherwise allowed, or as required by law. We keep the information only as long as we need to, or as required by law.
6. We correct your personal information when you inform us of mistakes or let us know updates are required.
7. We do our best to keep your personal information safe, and ensure we use appropriate physical, technical and administrative safeguards appropriate to the sensitivity of the information. If we transfer your personal information to our suppliers we ensure your information is appropriately protected.
8. We make information available to you about our information management policies and practices.
9. We will provide you with access to the personal information we hold about you upon written request, unless restricted by law.
10. We are here to listen, and to help. If you have concerns, please contact us at [privacy@bell.ca](mailto:privacy@bell.ca).