

## Bell Wireline Term Agreement

Thank you for selecting Bell (sometimes referred to as "us" or "we") as your service provider. If your Services are currently regulated by the Canadian Radio-television and Telecommunications Commission ("CRTC"), our agreement with you is comprised of Bell's applicable Tariffs, your Welcome Letter and the applicable provisions of Sections 2, 4, 5, 6 and 10 of these terms and conditions (the "Service Terms"). If your Services are currently unregulated or if the CRTC decides to deregulate your Services, these Service Terms, including Bell's Unregulated Terms of Service for Consumers ("UTOS"), will apply or take effect and form part of your agreement with us. See the definitions of "Tariffs", "UTOS" and "Agreement" below for more information.

**1. Definitions.** The terms listed below have the following meanings. All other capitalized terms have the meanings assigned to them elsewhere in this Agreement or in the UTOS.

**9-1-1 Fee:** a recurring monthly fee set by the CRTC to provide access to emergency services.

**Agreement:** For unregulated Services, these Service Terms, the Welcome Letter, the UTOS and the Documents referenced therein. For regulated Services, the Tariffs, the Welcome Letter and the applicable provisions of Sections 2, 4, 5, 6 and 10 of these Service Terms.

**Charges:** Has the meaning assigned to it in the UTOS and includes without limitation monthly service rates, usage charges, applicable taxes, 9-1-1 Fees, Deactivation Charges, ETFs, Installation Charges, MRS Fees, Service Area Charges, Touch Tone Fees and any fees or charges mandated by the CRTC.

**Committed Service Period (or CSP):** The period of 30 days, 12 months, 24 months or any other period offered by us and selected by you during which you choose to commit to receive Service, starting on the Service Commencement Date.

**Deactivation Charge:** A one-time charge representing all Charges applicable to your account for the Services for thirty (30) days from the date you notify Bell of your decision to terminate the Services.

**Early Termination Fee (or ETF):** A one-time fee payable if we or you terminate the Services and/or this Agreement, before completing a Committed Service Period. ETFs are \$75 for a CSP of 12 months and \$150 for a CSP of 24 months. ETFs may also be any other amount you agree to at the time you subscribe to your Service and may also apply to special offers or promotions. ETFs are a genuine pre-estimate of damages Bell will incur due to the early termination of the Services and are not a penalty.

**Forbearance Effective Date:** The date the Services become deregulated by the CRTC pursuant to a CRTC decision, directive or order.

**Home Phone Packages:** Local wireline service packages provided by or through Bell.

**Installation Charge:** A one-time charge of up to \$55.00 to activate the Service.

**Message Relay Service (or MRS) Fee:** a recurring monthly fee set by the CRTC to provide service to deaf and speech or hearing-impaired customers.

**Service or Services:** The wireline voice and other services provided by or through Bell, including Home Phone Packages and long distance services and plans, calling features, calling cards, care plans, emergency 911 services, 411 services, client care, activation, programming, changes (such as account transfer or change to other rate plans), upgrades and administration (such as for NSF cheques and reinstatement after suspension and collection efforts) and re-connection.

**Service Area Charge:** A recurring monthly charge of \$3.00 to provide the Service in certain high cost areas of the operating territories of Bell or Bell Aliant. For a list of areas where this charge applies, visit [www.bell.ca/serviceareacharge](http://www.bell.ca/serviceareacharge).

**Service Commencement Date:** The date we initially activate your Services.

**SIM (or Short Informational Message):** A message respecting the Services or this Agreement that appears on your Bell invoice.

**Tariffs:** All CRTC approved tariffs that are applicable to the Services if they are regulated, including Bell Canada General Tariff – Items 10 (Terms of Service), 25 (Payment of Charges), 2231 (Home Phone Lite), 2232 (Home Phone Basic), 2233 (Home Phone Choice), 2224 (Home Phone Complete) and all applicable decisions, directions and orders of the CRTC.

**Term:** The period starting on the Service Commencement Date and ending on the termination of this Agreement.

**Touch Tone Fee:** A recurring monthly fee of \$2.80 to provide Touch Tone service.

**UTOS:** The terms and conditions of service that apply for wireline products and wireline services Bell provides to consumers that are not regulated by the CRTC and which form part of this Agreement along with these Service Terms, the Welcome Letter and the Documents. The UTOS are provided to you in the mail after subscription to the Services and are available on our web site at [www.bell.ca/terms](http://www.bell.ca/terms).

**Welcome Letter:** Documentation provided to you about the Services, including confirmation of your plan and any offer details and applicable Charges as communicated to you upon subscription.

**2. Services.** We will provide you with the Services for the Term on the terms and conditions set out in this Agreement. The Services are provided at the Charges communicated to you by Bell upon subscription, as listed in your Welcome Letter and/or as described herein. Bell may make changes to the Services during the Term, including but not limited to, pricing in accordance with Section 4 below. Notwithstanding anything to the contrary herein, if your Services are regulated, they will be provided on the terms and conditions applicable to regulated Services until the Forbearance Effective Date, upon which date they will be provided on the terms and conditions applicable to unregulated Services,

except for pricing as more fully described in Section 4 below. See the definition of "Agreement" above for more details.

**3. Term.** Following the expiration of the Committed Service Period, this Agreement will continue in effect on the same terms and conditions on a month-to-month basis until either party provides the other with thirty (30) days written notice of termination.

**4. Pricing.** We reserve the right to change the Charges and to introduce additional fees and charges at any time during the Term after giving you 30 days written notice in accordance with Section 6 below. Any promotional or upgrade offers are offered at our discretion for limited periods of time as notified to you at or before the time you subscribe. If your Services are regulated, Bell may amend the Tariffs, including the applicable rates, fees and charges from time to time with the approval of, or as required by, the CRTC. **Notwithstanding anything to the contrary in this Agreement, pricing and Charges applicable to newly deregulated Services on the Forbearance Effective Date shall be that described in the Welcome Letter and the Tariffs unless we provide you with 30 days written notice of an effective date for alternate rates, fees and charges that apply as of the Forbearance Effective Date or thereafter.**

**5. Payments.** You agree to pay all applicable Charges relating to the Services in accordance with Section 2 of the UTOS, including the Late Payment Charge of 2% per month of the balance owing as more fully described in the UTOS. This Late Payment Charge also applies to certain elements of the regulated Services as described in the Tariffs. If at the end of any Committed Service Period you continue to receive the Services, you will continue to be charged the Charges in accordance with the Service plan and features you had selected and for all other Services provided to you unless or until (a) you contact us to change your Services or (b) such plan or features are no longer available, in which case Bell may transfer you, upon 30 days written notice, to an alternate plan.

**6. Changes to this Agreement and the Service.** At any time you may contact us to change your rate plan and other Services. This Agreement and any fees, charges or other obligations and any features, options, or other aspects of the Services, may be modified, discontinued or terminated by Bell in accordance with Section 3 of the UTOS, except as otherwise specified in this Agreement. We will notify you by providing 30 days written notice of any change to this Agreement and material change to your Services by posting a notice on [www.bell.ca](http://www.bell.ca), mail, sending notice via SIM or other message on your monthly invoice, or any other notice method likely to come to your attention. You agree that your sole remedy in the event of a change to the Services or the Agreement shall be termination of the Services including the payment of any ETF that may apply, upon providing 30 days written notice. You cannot change this Agreement and no oral or written statement or representation of any sales agent, representative or employee of Bell made to you can change this Agreement.

**7. Personal and Credit Information.** By providing your express consent under Section 10(a) or (b) below or as described in Section 12 of the UTOS, you consent to: (a) the sharing of account and profile information held about you by Bell with other Bell companies to help us better identify your communication and entertainment needs, and to provide you with relevant information, advice, and solutions; and (b) **Bell performing credit checks on you and obtaining, maintaining and using information about your credit history from a credit reporting agency, credit grantor or other Bell company to activate your Services or assist in collection efforts, and to disclosing your Bell credit history to credit reporting agencies, credit grantors and other Bell companies.**

**8. Ending your Agreement and Services.** You may contact us at Bell Client Care at the numbers provided below to terminate all or part of the Services. Termination is effective 30 days from the date you contacted Bell and you will be invoiced applicable Charges for that 30 day termination period and any applicable ETFs. We may contact you to end your Agreement and the Services by providing you 30 days written notice, or at any time without notice if you do not pay any amount owing when due, including a required deposit, or you otherwise breach any term of this Agreement. You must pay any ETFs if we end your Agreement and the Services as a result of your non-payment or other breach of the Agreement. Upon termination of the Services and this Agreement, you must pay in full all Charges that are due including any ETF, late payment fees and any outstanding payments, fees and charges owing under this Agreement. This obligation survives termination of this Agreement. Bell will provide a refund of the amount of any credits which remain outstanding (after netting out any amounts payable by you) upon the termination of this Agreement. You must contact your financial institution to cancel any direct debit and credit card authorizations relating to your account.

**9. General.** You agree that this Agreement shall be written in the English language. Les parties aux présentes conviennent à ce que ce document soit rédigé dans la langue anglaise. You represent and warrant that you are of legal age to enter into an agreement of this kind. In the event of any conflict or inconsistency between contract documents, the following order of precedence shall apply: 1) the Welcome Letter, 2) these Service Terms, 3) the UTOS, and 4) the Documents. If any provision in this Agreement is declared to be invalid or in conflict with any such law or regulation, that provision may be deleted or

modified, without affecting the validity of its other provisions. **Please note that your rights may vary by province.**

**10. AGREE AND ACTIVATION OR USE.** BY (A) CLICKING "I AGREE" OR SIMILAR ACCEPTANCE IF THIS AGREEMENT IS PRESENTED TO YOU VIA THE INTERNET, OR (B) OTHERWISE REGISTERING YOUR CONSENT WITH US (SUCH AS VIA A CLIENT CARE REPRESENTATIVE OR AN INTERACTIVE VOICE RESPONSE SYSTEM) OR (C) USING THE SERVICE, YOU AGREE WITH THE TERMS AND CONDITIONS OF THE AGREEMENT, INCLUDING THE UTOS AVAILABLE AT [WWW.BELL.CA](http://WWW.BELL.CA) AND THE LIMITS ON OUR LIABILITY DESCRIBED THEREIN AND FURTHER AGREE THAT YOU HAVE RECEIVED, READ, UNDERSTOOD AND ACCEPT THIS AGREEMENT.

**YOU CAN CANCEL THIS AGREEMENT WITHOUT EARLY TERMINATION FEES IF YOU NOTIFY US WITHIN 30 DAYS OF THE SERVICE COMMENCEMENT DATE. YOU WILL BE RESPONSIBLE FOR ALL CHARGES INCURRED UP TO THE DATE OF CANCELLATION. THE PRECEDING SENTENCE APPLIES TO CUSTOMERS OF REGULATED AND UNREGULATED SERVICES.**

**11. TO CONTACT US:**

By Telephone – Bell Client Care:  
Ontario and Quebec: 310-Bell  
From elsewhere in Canada or the United States  
1-800-6686878 (English)  
1-800-641-2311 (French)

Our service address is:

**Bell Canada  
Customer Service Centre  
P.O. Box 920, Station A  
Toronto (Ontario) M5W 1G5  
bell.ca**