

NORTHERNTEL FIBREOP TERMS OF SERVICE

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 NorthernTel LP (“**NorthernTel**”) and Bell Canada (“**Bell**”) (either or both, “**we**”). NorthernTel provides the Services FibreOP Phone and FibreOP Internet while Bell provides FibreOP TV (see **Section 2**).

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 FibreOP Internet (“**Internet**”), FibreOP home phone (“**Phone**”), FibreOP Internet protocol television (“**TV**”), and any additional features. TV Services include Programming (see **Section 38**).

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, batteries and/or other products.

The Services do not include mobile wireless services provided by Bell Mobility Inc., Satellite TV services provided by Bell ExpressVu LP, wireless home Internet services provided by Bell Canada. Terms of service for other NorthernTel services can be found at northerntel.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 northerntel.ca/en/a-propos (“**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? Vous recevez ce contrat en anglais car .

9. Can NorthernTel 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 northerntel.ca, by including it on or with your bill or by sending it to you by email. 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, as well as your rights if you refuse the change (see **Section 10**). No other statements (written or verbal) will change or amend 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, contact us. Our contact information is set out in **Section 66**. For more information about making changes to TV Programming, see **Section 44**.

9-1-1

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 that use the Services as a communications pathway may also not function during network outages.

In addition, the Services provided over **Services**”), including 9-1-1 Service, will not work:

- (a) during power outages if there is no battery backup, or once the battery backup 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 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 monitored medical device, these services, equipment, monitored alarms or devices may not function during a power outage without the use of the battery backup feature on 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.

You are also responsible for the proper maintenance of the FTTH Equipment, including monitoring the battery, ensuring the battery remains charged and replacing the battery, if any, and contacting us for technical servicing when prompted to do so or as required, unless we specify otherwise.

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 monitored medical devices 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

13. How do you protect my personal information? Our commitment to privacy protection is found at the end of these terms of service (“**Commitment to Privacy**”). We protect your personal information in a manner consistent with our Privacy Policy available at bell.ca/privacy and applicable laws. By entering into this Contract, you agree that we may share your information with our companies and brands as they exist over time, including those listed in our Commitment to Privacy (“**Our Companies**”).

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, 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 25**).

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 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. Visit My Account (northerntel.ca/myaccount) or 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 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. You can opt-out from telemarketing messages by calling **1 866 342-7367**. 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

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

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 (see **Section 45**). 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 38**) 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 northerntel.ca, on an on-screen purchase flow, in **Schedule A** or by contacting us (our contact information is set out in **Section 66**), 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 Bell Companies referred to in **Section 26**, 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 through My Account (northerntel.ca/myaccount). 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 bundles work? Our bundles are made up of a group of core services (for example, TV, Internet and Phone) (“**Bundle Components**”) and are priced on an aggregate basis. Prices for individual Bundle Components cannot be broken out of the bundle on a per service basis. If you subscribe to a bundle and wish to add or cancel a Bundle Component, you will have to cancel your existing bundle and re-select the services you wish to receive at the then current prices. A new bundle may be available depending on the services you select. In all cases, before you cancel, check your plan details for any restrictions.

22. 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 38**) 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 (this means, for example, if a Service is cancelled in the middle of a billing period, you may not receive promotional pricing for that partial billing period).

23. 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 northerntel.ca, in **Schedule A**, or by contacting us (our contract information is set out in **Section 66**), and may change over time.

24. Are there restrictions on unlimited Internet use? Unlimited use of Internet is subject to the restrictions in the Responsible Use Policy (see **Section 27**).

25. 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. Deposits will earn interest calculated annually at the Bank of Canada rate plus **1%**, calculated from the date you provide the deposit to the date it is returned (or another rate required by governing law), calculated monthly on the last day of your monthly billing period, prorated for any partial month we hold the deposit. When you have made **6** consecutive monthly bill payments in full and on time, typically the conditions for the deposit will no longer apply. We apply the deposit and any earned interest against the outstanding Fees or other amounts you owe to us and/or any Bell Company referred to in **Section 26**. 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.

26. What if I have another account with a Bell Company 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. The “**Bell 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

27. How does NorthernTel 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 northern.tel.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 38**) 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.

28. 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.

29. 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. You cannot share any of your account or authentication credentials (for example, any username or password) that may be used to access any Services with any person that is not residing at your Service Address.

Services

30. 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.

31. 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 66**.

32. 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 61**. 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).

33. I subscribe to the FibreOP TV Service. Do I also have to subscribe to FibreOP Internet Service? Yes. You must continuously subscribe to an eligible FibreOP Internet Service package that is eligible for use with the -----FibreOP TV Service.

34. 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.

35. 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 NorthernTel.

(a) Transfers to NorthernTel. 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 NorthernTel. Upon your request or at the request of your new service provider, if your assigned account, phone number and/or NorthernTel 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, 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.

36. 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).

37. 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.

38. 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**).

39. 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.

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. 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 your private viewing, and that of any person that is currently a resident at your private residence which you listed as your Service Address, on certain Personal Devices. Other than as we authorize it for viewing on certain Personal Devices, you agree not to access, receive, listen to or view (or try to access, receive, listen to or view) any of the Programming outside of your Service Address. 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 any Services with any person that is 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 by contacting us (our contact information is set out in **Section 66**).

45. Is there a minimum subscription period for certain Programming? Yes. Certain Programming may be subject to a minimum subscription period of **30** days 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.

Equipment

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 northerntel.ca/en/soutien) 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 installation and use, including any deviation from any recommendation provided on the set-up and use of the Equipment. The installation of the Equipment may be subject to installation or activation charges. If you subscribe to FibreOP TV, you may activate up to **7** 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, and the Equipment may need to be updated or replaced. 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? You may be able to purchase equipment from us that is needed to receive the Services (for example, TV receivers). You may also be able to rent Our Equipment needed to receive the Services. 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. For some of Our Equipment, certain functionality is only available for an additional fee. 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 upon the earlier of: **(i)** you taking possession of Our Equipment; or **(ii)** the completion of the installation of Our Equipment. 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 the Equipment? You will follow our instructions regarding the return of Our 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 us) of the applicable Service or this Contract; or **(ii)** upon our request.

(c) What happens if I don’t return the 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 the 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

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 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? 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 NorthernTel 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 NorthernTel has no liability at all? In addition to the circumstances described elsewhere in this Contract where we 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 Bell 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

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). Our contact information is set out in **Section 66**.

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. 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 **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 happens if I cancel my Services 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.

60. 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 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 25**), you are late paying any deferred amounts under any payment arrangements with us, or you have previous past due amounts owing to us or a Bell Company referred to in **Section 26** (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 60**, we will comply with the CRTC's Deposit and Disconnection Code and the Internet Code, as applicable.

61. 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.

62. 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.

63. 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 18-26 (Fees, Billing and Payment)**, **Sections 46, 51 (Equipment)**, **Sections 52-56 (Warranties and Our Liability)**, **this Section 63 and the last paragraph of Section 12.**

Get More Information/Contact Us

64. Is this Contract available in alternative formats? Yes. You can request alternative formats and find more information about our accessibility services at northerntel.ca/accessibility, via email at service@ntl.nt.net or you can call 1 800 694-9313.

65. 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 and/or TV Services and related Equipment meet your needs. For more information, contact the Accessibility Services Centre (see **Section 64**).

66. 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	Technical Support
By phone: 1 866 342-7367	By phone: Phone repair: 611 Internet and TV: 1 866 342-7367
For information about how to escalate complaints within NorthernTel FibreOP, visit: northerntel.ca/heretohelp	

67. Do you provide tools to help manage my bills? Yes. Through My Account (northerntel.ca/myaccount), we provide tools to view your account balance, get an explanation of your charges, make payments and more. Visit My Account (northerntel.ca/myaccount) to set up your profile.

68. 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. CCTS website: ccts-cprst.ca.

69. Where do I find information about the CRTC's Internet Code and TVSP Code? Information can be found at crtc.gc.ca.

SCHEDULE A: FEES

In addition to the Fees set out in your service details or on northernintel.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	3.25%/month or 46.785%/year
Reactivation Fee (account cancelled for non-payment)	\$49.95
NSF / Returned Payment / Pre-Authorized Payment Denial	\$25.00
Move Administration Fee	\$49.95/move
Equipment Relocation Fee	\$60.00
Repair Fee (with technician visit)	\$50.00
Temporary Service Suspension (min. 1 month, max. 6 months)	\$24.95/month

SERVICE FEES	AMOUNT
Phone	
Activation Service Charge	\$49.95
Phone jack installation (new Customer)	\$35.00/jack
Phone jack Installation per move (existing Customer)	\$60.00 for the first jack and \$35.00 for each additional jack
Internet	
Activation Fee	\$49.95
Modem Non-Return Charge	\$60.00
TV	
Activation Fee	\$49.95
Adding/moving additional receiver (existing Customer)	\$60.00
Replacement TV Remote Control	\$19.00
Receiver Non-Return Fee	\$300.00

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 59), 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: 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 provided to you by us 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 any Services with any person that is not residing at your Service Address;

(g) 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;

(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, our network or any of our customers 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 our employees, suppliers, agents and representatives.

How does NorthernTel 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 northerntel.ca/ITMP.

COMMITMENT TO PRIVACY

Our Companies⁽¹⁾ are committed to maintaining the privacy, accuracy and security of your Personal Information. Under Bell's Privacy Policy, "**Personal Information**" is information about you as an identifiable individual that is protected by law. This Commitment to Privacy is a summary of our Privacy Policy and highlights important points that may be of interest to you.

1. What information does our Privacy Policy apply to? All Personal Information that we collect, use or disclose about our individual customers and authorized users is covered by our Privacy Policy. This may include information such as your name, mailing address, email address, phone number, credit information, and billing or service records. There are some exceptions created by applicable law to what might ordinarily be considered Personal Information.

2. When do the Companies collect personal information? We collect information during the inquiry, activation or purchase process for a product or service, when we provide service to you (including technical support or during the warranty/repair claims and service process), automatically when you use our products or services or visit our websites, call into a call centre and via security cameras when you shop in one of our corporate retail locations and also from third-parties, such as credit reporting agencies or other third-parties with whom you have had a payment relationship.

3. How do the Companies use my Personal Information? We collect information to:

- establish and maintain responsible commercial relations with you and to provide ongoing service;
- try to understand the needs and preferences of our Customers, and determine your eligibility for products and services;
- recommend products and services to meet your needs;
- develop, enhance, market or provide products and services;
- manage and develop our business operations; or
- meet our legal and regulatory requirements.

Where necessary, we will request your further consent before using your Personal Information for any new purpose(s) beyond those described above.

4. When is my Personal Information disclosed? Your Personal Information may be shared among the Companies and brands, including Virgin Mobile and The Source. We may disclose your Personal Information in a variety of circumstances and for the purposes set out within our Privacy Policy, such as when we have your express or implied consent. Where necessary, we will request your further consent before disclosing your Personal Information for any new purpose(s).

5. How is my Personal Information protected? We use appropriate technical and operational security safeguards which vary depending on the sensitivity of the Personal Information in question. All of our employees with access to Personal Information are required to respect the confidentiality of Personal Information. Personal Information we disclose to third-parties is governed by our Privacy Policy through comparable protections in our commercial agreements and is also protected by additional safeguards, if required, depending on the sensitivity of the Personal Information involved.

6. Can I opt-out of the collection, use or disclosure of my Personal Information by the Companies? Sometimes. You can opt-out of your Personal Information being used for a variety of marketing communications by us, including telemarketing

or addressed marketing mail, or commercial electronic messages like emails and SMS messages. But where your Personal Information is reasonably necessary to provide you with the services you requested or the operation of our network, you cannot continue to use the services and opt-out of the collection, use and disclosure of your Personal Information because it is a condition of services. In these circumstances, you must terminate your services to stop the collection use and disclosure of your personal information.

7. Where can I find a copy of the Privacy Policy? You can get a copy of our Privacy Policy online at: bell.ca/privacy or by contacting the Bell Privacy Office using the contact information provided below. Please also visit our privacy pages at bell.ca/privacy for additional information. The bell.ca/privacy pages include frequently asked questions on topical privacy issues.

8. Questions or concerns about our privacy practices? If you still have unresolved privacy concerns you can contact us at the number shown on your bill. If a service representative cannot address your concerns to your satisfaction, contact the Bell Privacy Office at:

160 Elgin St., Ottawa ON K2P 2C4 or by email at privacy@bell.ca

(1) In this Commitment to Privacy, the words “we”, “us”, “our” and “Companies” refers to the Bell family of companies and brands as they exist over time, including: Bell Aliant, Bell Canada, Bell ExpressVu LP (Bell Satellite TV), Bell Media, Bell Mobility, Bell MTS, Cablevision du Nord, DMTS, KMTS, NorthernTel, Ontera, Solo Mobile and Télébec.