

NORTHERNTEL FIBREOP™ TERMS OF SERVICE

Your service details, these terms of service and any schedules attached to these terms of service (“**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**”). The service provider for FibreOP Home phone (see **Section 2**) and FibreOP Internet services (see **Section 2**) is NorthernTel and for FibreOP TV (see **Section 2**) is Bell. For the purposes of these terms of service, NorthernTel, Bell and/or “**we**” means either or both of NorthernTel or Bell, as the case may be. 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 with a critical information summary that sets out the key elements of your agreement with NorthernTel. NorthernTel relies 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 with NorthernTel?** 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 NorthernTel FibreOP 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 is for NorthernTel FibreOP Services. The “**NorthernTel FibreOP Service**” or “**Services**” (as they will be called in this Contract) include the installation and provision of Internet Services (“**FibreOP Internet**”), Home phone Services (“**FibreOP Home phone**”), Internet Protocol Television Services (“**FibreOP TV**”) and any additional features. The NorthernTel FibreOP Services include additional equipment owned by NorthernTel (including equipment rented from NorthernTel) (“**NorthernTel Equipment**”) that you may need to receive the NorthernTel FibreOP Services, such as devices, receivers, remotes, modems, routers, accessories, hardware, networks, platforms, certain batteries and/or other products. The NorthernTel FibreOP Services covered by this Contract do not include wireless services provided to you by Bell Mobility Inc. or Bell Satellite TV services provided to you by Bell ExpressVu LP. Terms of service for other NorthernTel services can be found at northerntel.ca/terms.
- 3. I subscribe to a Service that is regulated. Does this Contract still apply?** For Services that are regulated by the Canadian Radio-television and Telecommunications Commission (“**CRTC**”) (“**Regulated Services**”), the Tariff located at northerntel.ca/tariffs applies in addition to this Contract. If there is an inconsistency or conflict between this Contract and the Tariff, then the Tariff prevails.
- 4. What happens if the CRTC stops regulating my 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 NorthernTel will continue to honour the terms of the Tariff as though your NorthernTel Service were still regulated until your term (which is called your “**minimum contract period**” in the Tariff) expires. After your minimum contract period expires, only this Contract will continue to apply.
- 5. What laws apply to this Contract?** Because NorthernTel is federally regulated, this Contract is governed by the federal laws and regulations of Canada, including the CRTC’s Internet Code and Television Service Provider (“**TVSP**”) Code and any provincial laws which might apply.
- 6. Can this Contract be transferred?** NorthernTel 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 NorthernTel FibreOP Service without NorthernTel’s 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 NorthernTel. Remember that even if NorthernTel does not enforce any part of this Contract for any period of time, the term still remains valid and NorthernTel can enforce it in the future.

8. **Est-ce que je peux recevoir ces modalités de service en français plutôt qu'en anglais ?** La version française de ces modalités de service est aussi disponible sur fibreop.ca/fr/juridique-reglementaire.

9. **Can NorthernTel make changes to this Contract?** Yes. NorthernTel may change the NorthernTel FibreOP Services, and any term or element of the Contract, including the Fees (see **Section 18**). If required, NorthernTel 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 fibreop.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. No other statements (written or verbal) will change or amend this Contract.

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

11. **Can I make changes to the terms of service that are in this Contract?** You may not make any changes to these terms of service. However, depending on the NorthernTel FibreOP 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 Services or features that may be available, including applicable fees, please contact NorthernTel Client Care. NorthernTel's 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. NorthernTel FibreOP Services, including your 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 NorthernTel FibreOP Services as a communications pathway may also not function during network outages.

In addition, NorthernTel FibreOP 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 required in connection with the FibreOP Services (the "**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 NorthernTel FibreOP Services (including 9-1-1 Service) to work. You are also responsible for the proper maintenance of the FTTH Equipment, including replacing the battery, if any, and contacting NorthernTel for technical servicing when prompted to do so or as required, unless otherwise specified by NorthernTel. 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 your 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, NorthernTel is not responsible to anyone for any inability to access 9-1-1 Service or use the NorthernTel FibreOP 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 does NorthernTel protect my personal information?** NorthernTel's commitment to privacy protection is found at the end of these terms of service. NorthernTel protects your personal information in a manner consistent with our Privacy Policy available at fibreop.ca/privacy-security and applicable laws. By entering into this Contract, you agree that NorthernTel may share your information with other Bell 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, Virgin Mobile Canada, The Source, Cablevision du Nord, DMTS, KMTS, NorthernTel, Ontera, Solo Mobile and Télébec ("**Our Companies**").

14. **Does NorthernTel collect, use or disclose my credit information? Yes, NorthernTel 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 Services you ordered, or to assist in collection efforts, all from time to time. NorthernTel 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 collections agencies to assist with the collection of monies owed, also from time to time. A security deposit may be required to determine your eligibility for Services should you decline a credit check upon activation (see Section 25).**

15. **How can I be sure that NorthernTel has accurate contact information for my account?** You are responsible for keeping the contact and payment information you provide to NorthernTel (including name, mailing address, email address, address where the NorthernTel FibreOP Services will be provided to you ("**Service Address**"), phone number, and any authorized users) up to date. If this Contract is cancelled, you will provide NorthernTel with forwarding information for final bills or correspondence if your new contact information is different from the information we have on file. Visit fibreop.ca/support/billing-my-account 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 does NorthernTel recommend and market products and services to me?** At NorthernTel, we use a number of ways to keep our customers 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. NorthernTel 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 NorthernTel FibreOP Services?** There is no set period unless you and NorthernTel agree to a contract term of greater than one month (for example, **12 months**) (a "**Fixed Term**") for particular NorthernTel FibreOP Services. At the end of any Fixed Term, NorthernTel will continue to provide the NorthernTel FibreOP Services to you without a set period, at NorthernTel's then-applicable rates, unless you cancel the applicable NorthernTel FibreOP Services.

Fees, Billing and Payment

18. **How does NorthernTel charge me for NorthernTel FibreOP Services?** NorthernTel will invoice you monthly. You will be charged in arrears for recurring charges. One-time charges will be charged to your account at time of order or use unless otherwise specified. Upon cancellation, your Fees for NorthernTel FibreOP Services will be prorated to your last day of service. Please note that a minimum subscription period may apply to certain TV Programming (see **Section 45** for more information). As well, you may purchase individual pay per use services not included as part of a NorthernTel FibreOP 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 the 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 (NorthernTel's 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 NorthernTel FibreOP Services, whether recurring or one-time charges ("**Fees**") and taxes within **30** days of NorthernTel's bill date. If payment is not **received** by NorthernTel 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**"). NorthernTel may refer your account to collections agencies as a result of your failure to pay amounts owing to Our Companies, as applicable. NorthernTel 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 for NorthernTel FibreOP Services?** Your bill sets out acceptable payment methods which may change without notice. You may also set up a pre-authorized payment plan through fibreop.ca/support/billing-my-account. If you provide a credit card or bank account (or other pre-authorized payment method) to NorthernTel for your monthly payments, you authorize NorthernTel 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 NorthernTel's 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 NorthernTel 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 NorthernTel has 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 NorthernTel FibreOP bundles work?** NorthernTel FibreOP bundles are made up of a group of core services (for example, FibreOP TV, FibreOP Internet and FibreOP Home 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 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?** NorthernTel will apply any discounts, incentives or promotions (including promotional bundle or multi-service discounts or credits) to your account while: **(a)** NorthernTel maintains these discounts, incentives, or promotions; and **(b)** you meet the applicable eligibility requirements. NorthernTel may change any discounts, incentives or promotions and the eligibility requirements at any time. Before making changes to your NorthernTel FibreOP Services (including Programming (defined in **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 NorthernTel FibreOP

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?** NorthernTel 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 NorthernTel FibreOP Services). These charges may be found on [fibreop.ca](https://www.fibreop.ca), in **Schedule A**, or by contacting us (NorthernTel's contact information is set out in **Section 66**) and may change over time.

24. **Are there restrictions on Unlimited Internet use?** Unlimited use of FibreOP Internet is subject to the restrictions in NorthernTel's Responsible Use of NorthernTel FibreOP Services policy ("**Responsible Use Policy**") set out in **Schedule B**.

25. **Will NorthernTel ever require a deposit or interim payment?** NorthernTel 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 calculated annually as the Bank of Canada rate plus **1.0%**, calculated from the date the customer provides the deposit to the date it is returned in effect (or another rate required by governing law), calculated monthly on the last day of your monthly billing period, pro-rated for any partial month NorthernTel holds 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. NorthernTel may apply the deposit and any earned interest against the outstanding Fees or other amounts you owe to NorthernTel and/or any Bell company referred to in **Section 26**. In exceptional circumstances, NorthernTel 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 NorthernTel FibreOP Services.

26. **What if I have another account with Bell that is in arrears?** If your account with NorthernTel, Bell Canada (which includes Bell Aliant and Bell MTS), Bell Mobility (including Virgin Mobile) or Bell ExpressVu is in arrears, NorthernTel may bill you for, collect or set off any amounts owed to these companies. NorthernTel may also refuse to provide you with any NorthernTel FibreOP Services if you do not pay amounts owed to these companies.

Responsible Use of NorthernTel FibreOP Services

27. **How does NorthernTel help to ensure fair network access, efficient operation and the responsible use of NorthernTel FibreOP Services?** NorthernTel works hard to ensure fair network access to all users and the continuous, efficient operation of the NorthernTel FibreOP Services. NorthernTel 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 <https://www.fibreop.ca/ITMP>. In addition, NorthernTel enforces the rules contained 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 NorthernTel FibreOP Services. NorthernTel has the right (but not the obligation) to monitor NorthernTel FibreOP Services (electronically or otherwise), including your use of NorthernTel FibreOP Services and the location of any Equipment (see **Section 46**) or Personal Devices (see **Section 41**) receiving the NorthernTel FibreOP Services. From time to time, NorthernTel may ask you to connect Equipment to a specific network so that NorthernTel may verify its location and you must immediately do so. NorthernTel may monitor or investigate any content, use of Programming (see **Section 38**) or your use of NorthernTel's networks, including bandwidth consumption and how it affects operation and efficiency of the network and NorthernTel FibreOP Services. NorthernTel 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 NorthernTel FibreOP Services and to protect itself or others and ensure NorthernTel FibreOP Services are not being used contrary to the Responsible Use Policy.

28. **How do I help protect my NorthernTel account?** You are responsible for the protection of your account(s) and password(s) and for all use of your account, the NorthernTel FibreOP Services and NorthernTel 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. NorthernTel may delete your data if the NorthernTel FibreOP Service is cancelled, or if you fail to access it within a certain period of time (as determined by NorthernTel). If you have concerns about unauthorized persons ordering NorthernTel FibreOP 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 NorthernTel FibreOP Service you are concerned about.

29. **What am I responsible for if my NorthernTel account is compromised?** You must notify NorthernTel immediately should you suspect unauthorized use of the NorthernTel FibreOP Services or if NorthernTel 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.

NorthernTel FibreOP Services

30. **Do I need to do anything to help NorthernTel provide Services to me?** Where required, you shall: **(a)** appoint NorthernTel to act as your agent solely to ensure NorthernTel can provide you with the requested NorthernTel FibreOP Services, including (if necessary) cancelling services with your current service provider(s) and ensuring NorthernTel's right to access and use the inside wiring at your Service Address; and **(b)** provide NorthernTel (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. NorthernTel is 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 NorthernTel FibreOP Services.

31. **What if I am experiencing technical issues with the NorthernTel FibreOP Services?** Please contact NorthernTel for technical support. When providing you with technical support, you agree that NorthernTel (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. NorthernTel's technical support contact information is set out in **Section 66**.

32. **Are there circumstances when NorthernTel might not be able to provide the NorthernTel FibreOP Services I ordered?** Unfortunately, yes. The check(s) completed by NorthernTel when you placed an order for NorthernTel FibreOP Services are preliminary. The performance and availability of the NorthernTel FibreOP Services 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 NorthernTel does not control. NorthernTel has the right to provide the NorthernTel FibreOP Service and NorthernTel Equipment that NorthernTel finds better suited to your particular circumstances. Certain NorthernTel FibreOP Services may not be available and/or offered from time to time and NorthernTel may cancel such NorthernTel FibreOP Services as set out in **Section 61**. NorthernTel may not be able to provide a NorthernTel FibreOP Service (including certain NorthernTel Equipment) to you up to, including, and after installation or NorthernTel may refuse to provide a NorthernTel FibreOP Service to you, if in doing so, it 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 FibreOP TV. Do I also have to subscribe FibreOP Internet?** Yes. You must continuously subscribe to a FibreOP Internet Service package compatible with the FibreOP TV Service in order to receive the FibreOP TV Services.

34. **Do I own the numbers/identifiers that NorthernTel assigns to me?** No. NorthernTel may issue or assign to you certain unique identifiers for the NorthernTel FibreOP 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. NorthernTel may change, withdraw or re-assign any number, email address or other identifier.

35. **How do I transfer NorthernTel FibreOP Service(s) (including a phone number that has been provided to me)?** The process depends on whether you are transferring services (or a phone number) to or from NorthernTel.

a) Transfers to NorthernTel. NorthernTel 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 NorthernTel 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 FibreOP Service(s) are active, NorthernTel 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 NorthernTel, including any applicable Cancellation Charges (see **Section 58**).

NorthernTel is 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 NorthernTel FibreOP 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 NorthernTel FibreOP Services. A transfer request does not include the transfer of any associated services (including voicemails), or NorthernTel Equipment.

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

37. **Can NorthernTel use my content?** To provide NorthernTel FibreOP Services, NorthernTel 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 NorthernTel FibreOP Services, you waive your moral rights and you authorize NorthernTel to perform these activities in relation to your content anywhere in the world, solely as required for NorthernTel to provide you the NorthernTel FibreOP Services. You acknowledge that NorthernTel 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 NorthernTel), or if the applicable NorthernTel FibreOP Service is cancelled, NorthernTel may delete such content without notice to you.

38. **What content does NorthernTel provide?** NorthernTel provides content as part of certain NorthernTel FibreOP Services, including programming packages and subscriptions, personal video recorder (“PVR”) services, pay per view (“PPV”) services, on-demand (“On Demand”) services, interactive services, applications, a la carte programming and any other related Services that NorthernTel provides to you (“Programming”). Certain Programming, features and/or services (for example, PVR, PPV, and On Demand services) may not be available with certain NorthernTel FibreOP 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 NorthernTel is unable to provide any PPV or On Demand Programming that you

have ordered, upon request, NorthernTel will credit you the amount charged for that PPV or On Demand Programming. To the extent permitted by applicable law, NorthernTel is 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 FibreOP TV 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 NorthernTel’s control (such as the weather or satellite failure). Any refund or credit for interruptions or unavailability is entirely at NorthernTel’s discretion. NorthernTel 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, NorthernTel may authorize you to receive and view select Programming on certain end-user devices such as personal computers, tablets, mobile devices, streaming devices and other supported devices using specified authentication credentials (“**Personal Devices**”), in addition to your TV. **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 NorthernTel provides you to receive and view the Programming is for your private viewing at the Service Address provided to NorthernTel and on certain Personal Devices. Other than as authorized by NorthernTel 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 private residence which you listed as your Service Address. You may not share any of your account or authentication credentials (for example, any username or password) that may be used to access any NorthernTel FibreOP Services, including Programming, with any person that is not currently a resident at your private residence which you listed as 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 provided by NorthernTel. However, you may use PVRs or similar devices for private, non-commercial recording of 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 NorthernTel Client Care. NorthernTel’s 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 **30** day subscription period and if so, we will let you know. Provided you have met the minimum subscription period, NorthernTel will deactivate this Programming effective as of the date NorthernTel receives 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 NorthernTel FibreOP Services?** You are responsible for the equipment, devices and systems you own, for example, your computer, TV, streaming device (“**Your Equipment**”) and any NorthernTel Equipment you use with the NorthernTel FibreOP Services (together, “**Equipment**”) and all associated risks. You are responsible for maintaining safe access to and the security of the Equipment, and any data backup required, is your responsibility. You must take reasonable care of any NorthernTel Equipment and maintain it in good working condition following the

manufacturer's recommendations ("**Good Condition**"). NorthernTel may replace, upgrade or modify the NorthernTel Equipment required for the use of NorthernTel FibreOP Services, migrate your NorthernTel FibreOP Services to other networks or platforms, or change its suppliers. You must ensure that at all times Your Equipment meets NorthernTel's minimum requirements (see fibreop.ca/minreq) to use NorthernTel FibreOP Services and is compatible with NorthernTel Equipment.

47. **How is the Equipment installed?** All NorthernTel Equipment must be installed and activated by NorthernTel at the Service Address, unless NorthernTel makes 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 by NorthernTel on the set-up and use of the Equipment. Installation of Equipment may be subject to installation or activation charges. If you subscribe to NorthernTel FibreOP TV, you may activate a maximum of seven receivers on your account at any time unless NorthernTel tells you otherwise. If you miss your installation appointment with NorthernTel, NorthernTel may, in its discretion, charge you a missed appointment fee representing an estimate of damages suffered by NorthernTel as a result.

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

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

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

51. **What are my Equipment options?** Unless purchased outright (as available), the equipment that is needed to receive the NorthernTel FibreOP Services (for example, TV receivers) will be provided to you on a rental basis. Rented NorthernTel Equipment will remain the property of NorthernTel. NorthernTel may, in its discretion and at any time, replace any part of the NorthernTel Equipment with new or refurbished equipment of comparable functionality. For some NorthernTel Equipment, certain functionality is only available for an additional service fee. Any limited warranties found in the user manuals of any NorthernTel Equipment do not apply to rental equipment.

a) What happens if NorthernTel Equipment is lost, stolen or damaged? When you rent NorthernTel Equipment, the risk of loss, theft or damage passes to you upon the earlier of **(i)** you taking possession of the NorthernTel Equipment; or **(ii)** the completion of the installation by NorthernTel of the NorthernTel Equipment. You are responsible for replacing NorthernTel 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, NorthernTel may, in its discretion, enter onto your property and inspect, maintain, repair, relocate or replace any NorthernTel Equipment as needed.

b) When do I return NorthernTel Equipment? You will follow NorthernTel's instructions regarding the return to NorthernTel of all NorthernTel 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 NorthernTel) of the applicable NorthernTel FibreOP Service or this Contract; or **(ii)** upon NorthernTel's request.

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

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

Warranties and NorthernTel's Liability

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

53. **Does NorthernTel issue credits for service outages?** Any credit or refund for any service unavailability or service outage is entirely at NorthernTel's discretion.

54. **Are there any warranties on Equipment that I purchase from NorthernTel?** To the extent permitted by applicable law and unless otherwise expressly provided for by NorthernTel in writing, NorthernTel makes no warranties, representations, claims, guarantees or conditions of any nature, express or implied, including fitness for a particular purpose, merchantability, title or non-infringement, with respect to Equipment that you purchase, or otherwise acquire title to and ownership of, from NorthernTel. 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, NorthernTel's liability for negligence, breach of contract, tort or other causes of action, including fundamental breach, is limited to payment, upon request, for actual and direct damages of a maximum amount of the greater of \$20 or an amount equal to the service fees payable during any service outage. Other than the foregoing payment and to the extent permitted by applicable law, NorthernTel is 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 NorthernTel has already stated it is not responsible for any claims, losses, damages or expenses, to the extent permitted by applicable law, NorthernTel is not responsible for any claims, losses, damages or expenses relating to: **(a)** its entry onto your property to inspect, maintain, repair, relocate or replace any NorthernTel Equipment; **(b)** any missed installation or other appointment for any NorthernTel FibreOP Services; **(c)** de-installation or removal of the NorthernTel Equipment; or **(d)** distribution of content by you or third-parties. More generally, to the extent permitted by applicable law, NorthernTel will not be responsible for failing to meet obligations due to causes beyond its 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, unlawful acts, your failure to act in accordance with this Contract, or the act or omission of a telecommunications carrier whose network is used in

establishing connection to a point which NorthernTel doesn't directly serve, acts of nature and all other *force majeure* events.

Cancelling and Suspending NorthernTel FibreOP Services

57. **How can I cancel my NorthernTel FibreOP Services?** We'll be sorry to see you go, but if you need to, you may contact NorthernTel to cancel some or all of your NorthernTel FibreOP Services with the date on which you want cancellation to be effective (subject to any minimum subscription periods that may apply to certain Programming). NorthernTel's contact information is set out in **Section 66**.

58. **What charges am I responsible for when my NorthernTel FibreOP Services end?** Upon cancellation, you must pay all amounts owing, including all Fees and applicable taxes for NorthernTel FibreOP 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 NorthernTel FibreOP Service that is subject to a Fixed Term prior to its expiration date, or if NorthernTel cancels for cause your NorthernTel FibreOP Service that is subject to a Fixed Term, then you must pay NorthernTel 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 suffered by NorthernTel as a result of your early cancellation of NorthernTel FibreOP Services.

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

60. **Can NorthernTel suspend or cancel NorthernTel FibreOP Services?** Yes, to the extent permitted by applicable law, at any time NorthernTel can, without notice and for cause, suspend or cancel NorthernTel FibreOP Services in whole or in part (including blocking numbers or area codes or disconnecting your access to Programming), or disable NorthernTel 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 NorthernTel in accordance with this Contract, fail to provide or maintain a deposit or interim payment when required to do so (see **Section 25**), you are late paying any deferred amounts under any payment arrangements with NorthernTel, or you have previous past due amounts owing to NorthernTel 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 NorthernTel FibreOP Services is not consistent with your ordinary usage patterns.

In taking any action under this **Section 60**, NorthernTel will comply with the CRTC's Deposit and Disconnection Code and the Internet Code, as applicable.

61. **Can NorthernTel cancel my NorthernTel FibreOP Service or my Contract?** Yes. To the extent permitted by applicable law, NorthernTel can cancel any NorthernTel FibreOP Service or this Contract upon a minimum of **30** days' prior written notice to you, including where NorthernTel ceases to offer a Service to which you subscribe.

62. **Do I still have to pay NorthernTel if my NorthernTel FibreOP Services are suspended?** Yes. You are responsible to pay for NorthernTel FibreOP Services (including NorthernTel Equipment) even while they are suspended. If the reason for suspension has not been resolved within **14** days from the suspension date, NorthernTel may cancel your NorthernTel FibreOP Service and recover any NorthernTel Equipment. If you wish to resume your subscription to any NorthernTel FibreOP 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 NorthernTel FibreOP Services or this Contract.

63. **Does any part of this Contract continue after cancellation of NorthernTel FibreOP Services?** Yes. Rights and obligations which by their nature continue beyond cancellation will continue to survive and remain in effect even after the applicable NorthernTel FibreOP 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 (NorthernTel Equipment), Sections 52-56 (Warranties and NorthernTel’s Liability), this Section 63 and the last paragraph of Section 12.**

Get More Information/Contact NorthernTel

64. **Is this Contract available in alternative formats?** Yes. You can request alternative formats and find more information about NorthernTel’s accessibility services at fibreop.ca/accessibility, via email at accessible@fibreop.ca 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 and/or TV customer with a disability, you are entitled to a trial period of **30** days to determine if FibreOP Internet and/or FibreOP TV and related Equipment meet your needs. For more information, contact us via email at accessible@fibreop.ca or you can call 1 800 694-9313.

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

Contact Information	Technical Support
<ul style="list-style-type: none"> • 1 866 342-7367 	<ul style="list-style-type: none"> • Home phone Repair: 611 • Internet/TV Support: 1 866 342-7367
<p>For information about how to escalate complaints within NorthernTel, please visit fibreop.ca/heretohelp</p>	

67. **Does NorthernTel provide tools to help manage my bills?** Yes. Through My Account, NorthernTel provides tools to view your account balance, get an explanation of your charges and make payments. Visit fibreop.ca/support/billing-my-account to set up My Account.

68. **What if I have a complaint that NorthernTel hasn’t been able to resolve?** If you have a complaint that NorthernTel Client Care (contact information listed above) has 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 Internet Code and TVSP Code?** Information about the CRTC’s Internet Code and TVSP Code can be found at crtc.gc.ca.

SCHEDULE A: FEES

In addition to the Fees set out in your service details or on fibreop.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 otherwise specified by NorthernTel. Additional Fees not set out below may apply depending on the NorthernTel FibreOP Service ordered and your Service Address. You will be notified of any such additional Fees prior to being charged. Fees may be lower in certain locations, cases or where required by law.

ACCOUNT FEES	AMOUNT
Late Payment Charge	3.25% /month or 46.80% / year
Reactivation Charge (account cancelled for non-payment)	\$49.95
NSF / Returned Payment / Pre-Authorized Payment Denial	\$25.00
Move Fee	\$49.95/move
Equipment Relocation Fee	\$60.00
Repair Fee (tech visit)	\$50.00
Temporary Service Suspension (minimum 1 month, maximum 6 months)	\$24.95/month

SERVICE FEES	AMOUNT
FibreOP Home phone	
Activation Service Charge	\$49.95
Home phone Jack Installation (new customer)	\$35.00 per jack
Home phone Jack Installation /move (existing customer)	\$60.00 for the first jack (per tech visit), \$35.00 for each additional jack (per tech visit)

FibreOP Internet	
Activation Fee	\$49.95
Modem Non-Return Charge	\$60.00

FibreOP TV	
Activation Fee	\$49.95
Adding/moving additional receiver (existing customer)	\$60.00
Receiver Non-Return Fee	\$300.00
Replacement TV Remote Control	\$19.00

SCHEDULE B: RESPONSIBLE USE OF NORTHERNTEL FIBREOP SERVICES

Are there any rules regarding my use of NorthernTel FibreOP Services? Yes. Abuse or misuse of NorthernTel FibreOP Services or the NorthernTel network impacts every customer of NorthernTel and is something NorthernTel takes very seriously – **and which could result in the cancellation of your Contract with NorthernTel (see Section 60), or lead to criminal or civil charges.** Remember that NorthernTel FibreOP Services include NorthernTel Equipment. NorthernTel 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 your NorthernTel FibreOP Services or take other necessary protective measures if NorthernTel has 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 NorthernTel FibreOP 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 NorthernTel's network operations (including preventing a fair and proportionate use by others);
- b) installing, using or permitting the use of any NorthernTel FibreOP Services without reading and accepting (or in contravention of) the terms of any separate licence agreement or terms of use provided to you by NorthernTel for the use of software, content (including Programming) and/or documentation (as applicable) in connection with the NorthernTel FibreOP Services;
- c) enabling, facilitating or permitting the transmission of unsolicited messages such as spamming or phishing. NorthernTel may: **(i)** filter any email determined by NorthernTel 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 a Customer 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 NorthernTel FibreOP 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 NorthernTel FibreOP Service);
- f) sharing any of your account or authentication credentials (for example, any username or password) that may be used to access any FibreOP Services with any person that is not currently a resident at your private residence which you listed as your Service Address;
- g) attempting to receive any NorthernTel FibreOP Service without paying the applicable Fees, modifying or disassembling NorthernTel Equipment, changing any identifier issued by NorthernTel or a Bell company, attempting to bypass NorthernTel's network, or re-arranging, disconnecting, removing, repairing or otherwise interfering with NorthernTel FibreOP Services, NorthernTel Equipment or NorthernTel's facilities;
- h) adapting, reproducing, translating, modifying, decompiling, disassembling, reverse engineering or otherwise interfering with any software, applications or programs used in connection with NorthernTel FibreOP Services (whether owned by or used under licence to NorthernTel) 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 NorthernTel FibreOP Services or using any indemnity or

intellectual property except for the express purpose for which such intellectual property is made available to you through NorthernTel FibreOP 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, NorthernTel’s network or any other NorthernTel customer 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 NorthernTel employees, suppliers, agents and representatives.

How does NorthernTel help to ensure fair network access, efficient operation and the responsible use of NorthernTel FibreOP Services? NorthernTel works hard to ensure fair network access to all users and the continuous, efficient operation of the NorthernTel FibreOP Services. NorthernTel 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 <https://www.fibreop.ca/ITMP>.

COMMITMENT TO PRIVACY

Our Companies¹ 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;

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.

- 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: fibreop.ca/privacy-security 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