

Bell Aliant NextGen Home Security Service Terms and Conditions

READ THIS AGREEMENT CAREFULLY. IT IMPOSES OBLIGATIONS ON YOU WITH RESPECT TO PURCHASING, USING, and CANCELLING Bell Aliant NextGen Home Security Service (THE "SERVICES").

'Bell Aliant' includes Bell Aliant Regional Communications, L.P., its general partner, and their respective subsidiaries, affiliates, contractors, agents and assigns and their employees and designates. 'Customer' includes the person accepting this Service Agreement and any other person using the Service or having access to any equipment or software of either the Customer or Bell Aliant with the implied or express permission of the Customer.

USING BELL ALIANT NEXTGEN HOME SECURITY SERVICES

1. Bell Aliant will provide the Customer with the Services at a personal residence in accordance with these terms and conditions.
2. Any software or other computer program provided to the Customer remains the property of Bell Aliant and/or its suppliers and may not be copied in whole or in part. Bell Aliant may add or remove software, computer programs, documentation, and any other content made available in association with the Service without prior notice or liability to the Customer.
3. Any equipment provided to the Customer in the base service kit shall remain the property of Bell Aliant and may not be used by the Customer with any other service delivered by any other provider. The warranty Bell Aliant provides on such equipment is as set out in Section 11 below. Any defect or default with the equipment not covered by the warranty provision is the responsibility of the Customer to correct. Equipment that is purchased outright by the Customer, above and beyond what is included in the base kit, shall be owned by the Customer. The warranty provided on that equipment is also as set out in Section 11 below.
4. Bell Aliant agrees to install the equipment related to the Service in a workmanlike manner in accordance with the following conditions: i) Customer will make premises available without interruption; ii) Customer understands that the installation will necessitate drilling into various parts of the premises; iii) Customer agrees to provide 110 AC electrical outlets at designated locations for equipment requiring AC power; iv) Customer warrants that the Customer (1) has requested the equipment/services specified in the Agreement for his/her own use and not for the benefit of any third party, (2) owns the premises in which the equipment is being installed or that Customer has the authority to engage Bell Aliant to carry out the installation in the premises and (3) will comply with all laws, codes and regulations pertaining to the equipment and/or services that are the subjects of this Agreement. Bell Aliant will not be responsible for any damage caused by any installation of equipment and/or software installed by the Customer or any other party.
5. The Service shall include monitoring of the alarm system. In the event of an emergency signal or duress signal service registers at Bell Aliant's monitoring center, Bell Aliant shall endeavor to apply the emergency response notification directions provided by the Customer, and the designated representative of the Customer. In the event a burglar alarm signal or fire alarm signal, if provided, registers at Bell Aliant's monitoring center, Bell Aliant at its sole discretion, may endeavor to contact the Customer's premises by telephone to verify that the alarm is not false. Failing to contact the Customer or questioning the nature of the response received upon such contact, Bell Aliant shall endeavor to notify the appropriate emergency response providers as per the directions provided by the Customer, and the designated representative of the Customer. In the event a supervisory signal or trouble signal, if provided, registers at Bell Aliant's monitoring center, Bell Aliant shall endeavor to notify the designated representative of the Customer.
6. Bell Aliant shall not be liable for any delays or failure in performance of the Services caused by conditions beyond its reasonable control or without its fault or negligence. Such conditions include, but are not limited to "acts of God", failures caused by non-performance of products or services not provided by Bell Aliant, or any changes in the Services or system design by Customer or third parties. To the extent of their effect upon same, all obligations of Bell Aliant will be suspended during the period that such conditions persist. The Service will not be available during network outages, including during planned hardware or software upgrades. Additionally, if there is a power outage which lasts so long that the battery back-up attached to the equipment at the Customer's premises has been depleted, the Service will not be available. For clarity, an outage in the Service will also impact the Service's ability to contact emergency services during the outage.

7. The Customer is solely responsible for the supply of electrical power necessary for the Service to function. The Customer acknowledges and agrees that they shall procure Bell Aliant internet services, required for the Service to function. The Customer is responsible to replace the battery when prompted to do so. The Customer is solely responsible for the supply of the telephony services necessary for the Service to function. The Customer acknowledges that the Service will not be available during any interruption in the telephony service.

8. The security equipment (sensors, panels, keypads, and network hub) at the Customer's premises may have to be configured in certain ways or maintained in certain locations for the proper operation of the Service, and therefore, the security equipment should not be moved, tampered with or relocated by the Customer.

9. The Customer is responsible to inform all persons who may be present at the Customer's premises, including residents, guests, and other persons, of the limitations described in these terms.

10. In addition to the limitations of liability which generally apply to the provision of the Service, Bell Aliant and its providers will not be liable to the Customer or any third party for any inability to use the Service as a result of the limitations described in this section or the Customer's failure to comply with the requirements set out in this section. This includes the inability to contact emergency services if the Service is unavailable.

LIMITS ON BELL ALIANT'S LIABILITY

11. Any part or the equipment, including the wiring, installed under this Agreement which proves to be defective in material or workmanship within three (3) years of the date of completion of installation will be repaired or replaced at Bell Aliant's option with a new or functionally operative part. Labor and material required to repair or replace such defective components or to make mechanical adjustments to the system will be free of charge for a period of three (3) years following the completion of the original installation. This warranty is extended only to the original consumer of the system and may be enforced only by such person and only to the extent that they are in good standing with Bell Aliant. THIS WARRANTY IS OFFERED IN LIEU OF ANY AND ALL OTHER WARRANTIES, WHETHER EXPLICIT OR IMPLIED.

12. LIMIT OF LIABILITY – Customer acknowledges and understands that Bell Aliant is not an insurer, and the Services are not to replace insurance. Insurance, if any, shall be obtained by the Customer and that all amounts owing for such insurance shall be the responsibility of the Customer. The amounts paid by the Customer for the Services are based upon the value of the services and the scope of liability as set out herein, and are unrelated to the value of the Customer's property or other property located on the premises. The Customer payments are for receipt of the Services only and must not be construed as an insurance premium. CUSTOMER AGREES TO LOOK EXCLUSIVELY TO CUSTOMER'S INSURER TO RECOVER FOR INJURY OR DAMAGE IN THE EVENT OF ANY LOSS OR INJURY AND RELEASES AND WAIVES ALL RIGHT OF RECOVERY AGAINST BELL ALIANT AND ITS PROVIDERS ARISING BY WAY OF SUBROGATION. BELL ALIANT MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY NATURE, WHETHER EXPRESS OR IMPLIED, IN RELATION TO ANY MATTER CONNECTED TO THIS AGREEMENT INCLUDING THE INSTALLATION OR OPERATION OF THE SERVICE, THE NETWORK, THE EQUIPMENT AND/OR THE SOFTWARE. BELL ALIANT DOES NOT GUARANTEE UNINTERRUPTED SERVICE. BELL ALIANT MAKES NO GUARANTY OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS THAT THE SERVICES WILL AVERT OR PREVENT OCCURRENCES OR THE CONSEQUENCES THEREFROM, WHICH THE SERVICE IS DESIGNED TO DETECT. THE CUSTOMER AGREES THAT BELL ALIANT SHALL BE EXEMPT FROM LIABILITY FOR LOSS, DAMAGE OR INJURY DUE DIRECTLY OR INDIRECTLY TO OCCURRENCES, OR CONSEQUENCES THEREFROM, WHICH THE SERVICE IS DESIGNED TO DETECT OR AVERT, AND THAT IF BELL ALIANT SHOULD BE FOUND LIABLE FOR LOSS, DAMAGE OR INJURY DUE TO A FAILURE OF SERVICE OR EQUIPMENT IN ANY RESPECT, ITS LIABILITY SHALL BE LIMITED TO A SUM EQUAL TO THREE (3) MONTHS OF FEES PAID BY THE CUSTOMER FOR THE SERVICES, AS THE AGREED UPON DAMAGES AND NOT AS A PENALTY, AS THE EXCLUSIVE REMEDY, AND THAT THE PROVISIONS OF THIS PARAGRAPH SHALL APPLY IF LOSS, DAMAGE OR INJURY IRRESPECTIVE OR CAUSE OR ORIGIN, RESULTS DIRECTLY OR INDIRECTLY TO PERSON OR PROPERTY FROM PERFORMANCE OR NONPERFORMANCE OF BELL ALIANT OR THE SERVICES OR ANY OTHER ALLEGED FAULT ON THE PART OF BELL ALIANT, ITS AGENTS OR EMPLOYEES. NO SUIT OR ACTION SHALL BE BROUGHT AGAINST BELL ALIANT MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF THE CAUSE OF ACTION THEREFORE. IT IS FURTHER AGREED THAT THE LIMITATIONS ON LIABILITY, EXPRESSED HEREIN, SHALL INURE TO THE BENEFIT OF AND APPLY TO ALL PARENT, SUBSIDIARY AND AFFILIATED BELL ALIANT COMPANIES AND TO ANY BELL ALIANT PROVIDER DELIVERING ANY ASPECT OF THE SERVICE.

13. The Customer agrees to indemnify Bell Aliant and/or any provider with respect to any claim, loss damage or expense, including without limitation, any claim by a third party arising in any way thereunder. It is Bell Aliant's

recommendation that the Customer obtain a separate insurance policy to cover personal injury, or damage in this respect.

14. The Customer will assume total responsibility and risk for the Customer's undertaking of any self-install option. The Customer will also assume total responsibility and risk for the Customer's deviation from any Bell Aliant provided recommendations on the set-up or design of the system. The Customer will indemnify Bell Aliant for any damages, losses, injuries, claims, demands, penalties, costs and expenses connected with any act or omission by the Customer in relation to such deviation from recommendations, and any self-installation and use of the Service in such event.

15. Bell Aliant will not be held responsible for alarms not received by the alarm monitoring station. It is Bell Aliant's policy to leave messages where available for contact people if no contacts were reached the first time through a complete call list. Bell Aliant is not responsible for lost or unheard messages. Bell Aliant's is not responsible for fines as a result of false alarms, regardless of cause.

PURCHASING, PAYING FOR, AND CANCELLING SERVICE:

16. Where the Customer purchases the Service at a contract rate for a specified number of months (the "Contract Period"), Bell Aliant guarantees that the contract rate will be continued for the Contract Period. At the end of the Contract Period, Bell Aliant will (unless otherwise notified by the Customer) continue to provide the Service and bill the Customer at the regular rate.

17. Additional costs such as electric current through the Customer's meter or Customer-directed correction or relocation shall be borne by the Customer.

18. Where the Customer purchases the Service at a contract rate for a Contract Period, and chooses to cancel their Service, explicitly or indirectly, through termination of Bell Aliant internet services, prior to the end of the Contract Period, the Customer will be charged an early termination fee of either i) 18.95 per month for each remaining month of the Standard Package 36 month agreement; or ii) 27.69 per month for each remaining month of the Plus Package 36 month agreement, neither of which is a penalty but rather an estimate of anticipated damages which Bell Aliant would likely suffer as a result of early termination. This early termination fee will be waived where the cancellation occurs within the first 30 days of Service.

19. If the Customer cancels the Service, the termination will be effected thirty (30) days from the date of the notice of cancellation to Bell Aliant, and the Customer will be charged the regular service fees plus all applicable taxes for that 30-day termination period (in addition to the termination fees set out above).

20. If a service call is required to restore Service which has been terminated for non-payment, a service restoration charge will apply.

21. Past due accounts will be subject to late payment charges. Other fees and charges may also be assessed on delinquent accounts. For example, cheques which are dishonoured or returned for insufficient funds, or a refused bank account/credit card preauthorized debit will be subject to an "NSF Fee".

GENERAL TERMS & CONDITIONS

22. The Customer agrees that Bell Aliant, or other parties acting on its behalf, may collect information necessary to the delivery and maintenance of the Services, which information will be treated in accordance with Bell Aliant's Privacy Policy.

23. The Customer will allow Bell Aliant access to the Customer's premises at all reasonable hours to install, inspect, repair, maintain, replace, disconnect and/or remove the service and/or Bell Aliant's equipment.

24. All Bell Aliant equipment remains the property of Bell Aliant and may not be encumbered, loaned, leased or sold. The Customer will obtain appropriate insurance coverage for such equipment.

25. The Customer will not use any equipment, telecommunication facilities or access connections provided by Bell Aliant other than as expressly permitted in this Agreement. The Service may not be used for illegal activity, for unauthorized access to other computer systems or in a manner that negatively impacts the service levels of other users.

26. This Agreement is not assignable by the Customer except upon written consent of Bell Aliant first being obtained. Bell Aliant shall have the right to assign this Agreement or to subcontract any of its obligations under this Agreement without notice to Customer.

27. BELL ALIANT ASSUMES NO LIABILITY FOR DELAYS IN INSTALLATION OF THE EQUIPMENT, HOWEVER CAUSED, OR FOR INTERRUPTIONS OF SERVICE DUE TO STRIKES, RIOTS, FLOODS, FIRES, ACTS OF GOD, OR ANY CAUSES BEYOND THE CONTROL OF BELL ALIANT AND WILL NOT BE REQUIRED TO SUPPLY SERVICE TO THE CUSTOMER WHILE INTERRUPTION OF SERVICE DUE TO ANY SUCH CAUSE SHALL CONTINUE.

28. These Terms & Conditions are supplementary to any more general Terms of Service that apply to Bell Aliant's Regulated and Unregulated Services.

29. Bell Aliant may terminate or amend this Agreement at any time in its sole discretion without notice or liability.