

BELL ALIANT BUSINESS TERMS OF SERVICE

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Business General Terms of Service

Introduction

Bell Aliant's Terms of Service, Item 105 of the General Tariff, set out the basic rights and obligations of both Bell Aliant and its customers with respect to the provision of tariffed services in the provinces of Nova Scotia, New Brunswick, Prince Edward Island and Newfoundland and Labrador. Except where noted below, and unless otherwise agreed by the customer and Bell Aliant, the below Terms of Service also apply to non-tariffed services. Bell Aliant reserves the right to make changes to the Terms of Service for non-tariffed services. Items which are italicized and in bold typeface apply only to non-tariffed services and do not form part of the Terms of Service for tariffed services as approved by the CRTC.

The rates, charges and conditions on which certain services and facilities of Bell Aliant are offered are regulated by the Canadian Radio-television and Telecommunications Commission (the Commission), and are set out in Bell Aliant's Tariffs approved by the Commission.

A complete set of Bell Aliant's Tariffs is available online [at this location](#).

1.0 General

1.1 Except as otherwise specified, these Terms of Service apply with regard to services for which the Canadian Radio-television and Telecommunications Commission has approved a tariff.

These terms also apply to non-tariffed telecommunications services, unless otherwise agreed by the customer and Bell Aliant.

1.2 These Terms do not limit Bell Aliant's liability in cases of deliberate fault or gross negligence, anti-competitive conduct, or of breach of contract where the breach results from the gross negligence of Bell Aliant.

1.3 a. Tariffed services offered by Bell Aliant are subject to the terms and conditions contained in: a. these Terms;
b. applicable provisions of Bell Aliant's tariffs; and
c. any written application, to the extent that it is not inconsistent with these Terms or the tariffs.

All of the above bind both Bell Aliant and its customers.

2.0 Effective Date of Change

2.1 Subject to 2.2, changes to these Terms or the tariffs, as approved by the Commission, take effect on their effective date even though applicants or customers have not been notified of them or have paid or been billed at the old rate.

Bell Aliant will notify customers of any changes to the rates or charges for non-tariffed services.

2.2 The old non-recurring charges for the transaction in question apply where service which was to be provided by a certain agreed-upon date was, through no fault of the applicant or customer, not so provided and in the meantime a rate increase has gone into effect.

3.0 Obligation to Provide Service

3.1 Bell Aliant is not required to provide service to an applicant where:
a. Bell Aliant would have to incur unusual expenses which the applicant will not pay; for example, for securing rights of way or for special construction;
b. the applicant owes amounts to Bell Aliant that are past due other than as a guarantor; or
c. the applicant does not provide a reasonable deposit or alternative required pursuant to these Terms.

3.2 Application for service or for additional service and/or equipment in connection with service already established may be made orally or shall be in writing if Bell Aliant so requires in order to establish the identity of the applicant or customer in circumstances where Bell Aliant has reasonable grounds for believing that the applicant or customer intends to defraud Bell Aliant or to evade payment.

3.3 Where Bell Aliant does not provide service on application, it must provide the applicant with a written explanation upon request.

4.0 Bell Aliant Facilities

4.1 Except where otherwise stipulated in its tariffs or by special agreement, Bell Aliant must furnish and install all facilities required to provide service. Single-line wire and jacks beyond the demarcation point are the responsibility of the customer. The company will install and maintain single-line inside wire and jacks, at the customer's request.

Upon termination of service, the customer must return Bell Aliant equipment.

Bell Aliant must bear the expense of maintenance and repairs required due to normal wear and tear to its facilities, except that Bell Aliant may charge for the additional expense incurred when the applicant or customer requires maintenance and repair work to be performed outside of regular working hours. This section does not apply where otherwise stipulated in Bell Aliant's tariffs or by special agreement.

A customer who has deliberately, or by virtue of a lack of reasonable care, caused loss or damage to Bell Aliant's facilities, may be charged the cost of restoration or replacement. In all cases, customers are liable for damage caused to Bell Aliant facilities by customer-provided facilities.

5.0 Bell Aliant's Right to Enter Premises

5.1 Bell Aliant's agents and employees may enter premises on which service is or is to be provided, during the company's normal working hours to install, inspect, repair and remove its facilities, to inspect and perform necessary maintenance in cases of network-affecting disruptions involving customer-provided facilities, and to collect proceeds from coin telephones.

5.2 Prior to entering premises, Bell Aliant must obtain permission from the applicant, customer or other responsible person.

5.3 Entry is not subject to 5.1 and 5.2 in cases of emergency or where entry is pursuant to a court order.

5.4 Upon request, Bell Aliant's agent or employee must show valid Bell Aliant identification prior to entering premises.

6.0 Basic Service

6.1 Bell Aliant provides single-party, touch tone service as its basic service platform. Service is subject to the availability of suitable facilities. In Newfoundland and Labrador and Prince Edward Island, four-party service is available only to those customers currently subscribing to it. In Newfoundland and Labrador, two-party service is available subject to the availability of suitable facilities.

6.2 Customers who wish to change to a lower grade of service that is available may do so without charge.

7.0 Deposits and Alternatives

7.1 Except as otherwise stipulated in its tariffs, Bell Aliant cannot require deposits from an applicant or customer at any time unless the applicant or customer:

- a. has no credit history with Bell Aliant and will not provide satisfactory credit information
- b. has an unsatisfactory credit rating with Bell Aliant due to payment practices in the previous two years regarding Bell Aliant services; or
- c. clearly presents an abnormal risk of loss.

7.2 Bell Aliant must inform the applicant or customer of the specific reason for requiring a deposit, and of the possibility of providing an alternative to a deposit, such as arranging for third party payment, a bank letter of credit or a written guarantee from a third person whose credit is established to the satisfaction of Bell Aliant.

7.3 An applicant or customer may provide an alternative to a deposit provided it is reasonable in the circumstances.

7.4 The total amount of all deposits and alternatives provided by or for an applicant or customer may not at any time exceed three months' charges for all services, including anticipated long distance charges.

7.5 Deposits earn interest in accordance with the applicable provisions of Bell Aliant's tariffs.

7.6

- a. Whenever Bell Aliant holds a deposit it must indicate the following on that customer's monthly account: a.that a deposit is being held by Bell Aliant in connection with the customer's account; and
- b. a telephone number of a Bell Aliant representative to whom any enquiries regarding the deposit may be directed. At least once per year, Bell Aliant must also indicate on that customer's account the total amount of deposits held as well as the total interest accrued on the deposits.

7.7 Bell Aliant must review the continued appropriateness of deposits and alternative arrangements at six month intervals or sooner upon customer request. When service is terminated or the conditions which originally justified them are no longer present, Bell Aliant must promptly refund the deposit, with interest, or return the guarantee or other written undertaking, retaining only any amount then owed to it by the customer.

8.0 Restrictions on Use of Service

8.1 Service may be used by the customer and all persons having the customer's permission to use it. In the case of business telephone service, joint use within the meaning of Bell Aliant's tariffs is permitted only upon approval by Bell Aliant in accordance with the applicable provisions of its tariffs.

8.2 Customers are prohibited from using Bell Aliant's services or permitting them to be used for a purpose or in a manner that is contrary to law or for the purpose of making annoying or offensive calls.

8.3 Customers are prohibited from using Bell Aliant's services or permitting them to be used so as to prevent a fair and proportionate use by others. For this purpose, Bell Aliant may limit use of its services as necessary. In the case of any party line customer who unduly interferes with the use of any other service on the same line, Bell Aliant may require the customer to obtain a higher grade of service, where equipment and facilities exist.

8.4 Bell Aliant's facilities must not be re-arranged, disconnected, removed, repaired or otherwise interfered with except in cases of emergency, where specified in Bell Aliant's tariffs or by special agreement. Terminal equipment provided by the customer may be connected with Bell Aliant's facilities, pursuant to the provisions of the General Tariff or by special agreement.

8.5 No payment may be exacted, directly or indirectly from any person or by any party other than Bell Aliant for the use of any of Bell Aliant's services, except where otherwise stipulated by special agreement or in Bell Aliant's General Tariff.

9.0 Customer Liability for Calls

9.1 The customer is liable to Bell Aliant for charges for all long distance calls originating at the customer's telephone regardless of who may originate such calls, and for all calls received at the customer's telephone, the charges for which are accepted by any person receiving such calls, regardless of who may accept such charges.

9.2 Customers shall not be liable for charges in cases of billing error and equipment failure. In the case of third party fraud, customers shall not be liable for charges pertaining to calls which did not originate from the customer's service unless there is evidence of customer involvement.

10.0 Dispute Procedure

10.1 Customers may dispute charges for calls which they do not believe originated from or were accepted at their telephones. The dispute procedure set out in the introductory pages of the telephone directory should be followed and customers must pay the undisputed portion of the bill.

11.0 Confidentiality of Customer Records

11.1

- a. Unless a customer provides express consent or disclosure is pursuant to a legal power, all information kept by the company regarding the customer, other than the customer's name, address and listed telephone number, are confidential and may not be disclosed by the company to anyone other than:
 - a. the customer;
 - b. a person who, in the reasonable judgement of the company, is seeking the information as an agent of the customer;
 - c. another telephone company, provided the information is required for the efficient and cost-effective provision of telephone service and disclosure is made on a confidential basis with the information to be used only for that purpose;
 - d. a company involved in supplying the customer with telephone or telephone directory-related services, provided the information is required for that purpose and disclosure is made on a confidential basis with the information to be used only for that purpose;
 - e. an agent retained by the company to evaluate the customer's creditworthiness or to collect the customer's account, provided the information is required for, and is to be used only for that purpose;
 - f. a public authority or agent of a public authority, if in the reasonable judgement of the company, it appears that there is imminent danger to life or property which could be avoided or minimized by disclosure of the information; or
 - g. An affiliate involved in supplying the customer with telecommunications and/or broadcasting services, provided the information is required for that purpose and disclosure is made on a confidential basis with the information to be used only for that purpose.

Express consent may be taken to be given by a customer where the customer provides:

- a. written consent;
- b. oral confirmation verified by an independent third party;
- c. electronic confirmation through the use of a toll-free number; or
- d. electronic confirmation via the Internet
- e. oral consent, where an audio recording of the consent is retained by the carrier; or
- f. consent through other methods, as long as an objective documented record of customer consent is created by the customer or by an independent third party.

11.2 Bell Aliant's liability for disclosure of information contrary to 11.1 is not limited by 16.1.

11.3 Upon request, customers are permitted to inspect any Bell Aliant records regarding their service.

12.0 Directories

12.1 Customers are entitled to receive, without charge, as many copies of the most recent telephone directory for their district, both white and yellow pages, and as many copies of subsequent updated directories as they are published, as are reasonably required, up to a maximum of one per telephone, whether provided by the customer or Bell Aliant.

12.2 Bell Aliant must provide, without charge, replacement directories required as a result of reasonable wear and tear.

12.3 The contents of Bell Aliant's directories may not be published or reproduced in any form without Bell Aliant's written consent.

13.0 Directory Errors and Omissions

13.1 In the case of errors or omissions in directory white and yellow pages standard listings, whether or not the error or omission is with regard to a telephone number, Bell Aliant's liability is limited to making a refund or cancelling any charge associated with such listings for the period during which the error or omission occurred. No liability shall be attached to Bell Aliant by reason of continuation of the customer's listing in a directory after the customer's service has been terminated. However, where the error or omission is occasioned by Bell Aliant's negligence, Bell Aliant is also liable for the amount calculated in accordance with 16.1.

13.2 In the case of errors in telephone numbers in directory white and yellow pages listings, unless central office facilities are unavailable, Bell Aliant must provide reference of call service, free of charge, until termination of the customer's service or distribution of updated directories for that district in which the number or listing is correct.

14.0 Bell Aliant-Initiated Changes in Telephone Numbers and Service Arrangements

14.1 Customers shall have no property rights in the telephone numbers assigned to them, and Bell Aliant may change telephone numbers whenever the company has reasonable grounds for doing so and has given reasonable advance written notice to the customer, stating the reason and anticipated date of change. In cases of emergency, oral notice with subsequent written confirmation is sufficient.

14.2 Whenever Bell Aliant changes a customer's telephone number on its own initiative, it must, unless there are insufficient central office terminations available, provide reference of call service without charge until termination of the customer's service or distribution of updated directories for that district showing the new number, whichever occurs first.

15.0 Refunds in Cases of Service Problems

15.1 Bell Aliant does not guarantee uninterrupted working of its services or equipment. The company shall not be liable to any customer, user or other person for damages resulting from omissions, interruptions, delays, errors or defects in transmission, or failures or defects in Bell Aliant's facilities. However, in any such case, Bell Aliant shall, on request, make a refund of charges proportionate to the length of time the problem existed. With regard to Long Distance Service and Private Line Service of short duration, the refund shall be computed at the time Bell Aliant is advised of the problem. No request is necessary where a problem in primary exchange service lasts twenty-four hours or more from the time Bell Aliant is advised of the problem. However, where the problem is occasioned by Bell Aliant's negligence, Bell Aliant is also liable for the amount calculated in accordance with 16.1.

16.0 Limitation of Bell Aliant Liability

16.1 Except with regard to physical injuries, death or damage to customer premises or other property occasioned by its negligence, Bell Aliant's liability for negligence, including negligence with regard to intercept, reference of call service and emergency service from coin telephones, and also for breach of contract where the breach results from the negligence of Bell Aliant, is limited to the greater of \$20.00 and three times the amounts refunded or cancelled in accordance with 13.1 and 15.1, as applicable.

16.2

- a. Bell Aliant is not liable for: any act or omission of a telecommunications carrier whose facilities are used in establishing connections to points which Bell Aliant does not directly serve;
- b. defamation or copyright infringement arising from material transmitted or received over Bell Aliant's facilities;
- c. infringement of patents arising from combining or using customer-provided facilities with Bell Aliant's facilities; or
- d. copyright or trademark infringement, passing off or acts of unfair competition arising from directory advertisements furnished by a customer or a customer's directory listing, provided such advertisements or the information contained in such listings were received in good faith in the ordinary course of business.

17.0 Payment Time Limits

17.1 Telephone service shall be billed in arrears and all amounts owing shall be due on the bill date shown on the bill, except where otherwise provided in the General Tariff. Failure to receive a bill showing the amount owing by the customer to Bell Aliant shall not relieve the customer from the responsibility of making prompt payment to Bell Aliant.

17.2 The payment time limit is forborne from regulation, pursuant to Telecom Regulatory Policy CRTC 2009-424, Section III. Late payment charges will be calculated as set out on the customer invoice.

17.3 In exceptional circumstances, for example when a customer has incurred a significant amount of long distance charges and presents an abnormal risk of loss to Bell Aliant, prior to the normal billing date Bell Aliant may request payment from the customer on an interim basis for the non-recurring charges that have accrued, providing the customer with details regarding the services and charges in question.

17.4 No charge disputed by a customer can be considered past due unless Bell Aliant has reasonable grounds for believing that the purpose of the dispute is to evade or delay payment.

17.5 Bell Aliant may request immediate payment in extreme situations, provided that a notice has been issued pursuant to 17.3 and the abnormal risk of loss has substantially increased since that notice was given or Bell Aliant has reasonable grounds for believing that the customer intends to defraud Bell Aliant.

18.0 Liability for Unbilled and Underbilled Charges

18.1 Unless there has been customer deception with regard to a charge, customers are not responsible for paying a previously unbilled or underbilled charge except where:

- a. in the case of a recurring charge or a charge for an international long distance message, it is correctly billed within a period of one year from the date it was incurred; or
- b. in the case of a non-recurring charge other than for an international long distance message, it is correctly billed within a period of 150 days from the date it was incurred.

18.2 In the circumstances described in 18.1, unless there has been customer deception, Bell Aliant cannot charge the customer interest on the amount of the correction. If the customer is unable to promptly pay the full amount owing, Bell Aliant must attempt to negotiate a reasonable deferred payment agreement.

19.0 Liability for Charges That Should Not Have Been Billed and Those That Were Overbilled

19.1 In the case of a recurring charge that should not have been billed or that was overbilled, a customer must be credited with the excess back to the date of the error subject to applicable limitation periods provided by law. However, a customer who does not dispute a bill within one year of the date of a detailed statement which shows that charge correctly, loses the right to have the excess credited for the period prior to that statement.

19.2 Non-recurring charges that should not have been billed or that were overbilled must be credited, provided that the customer disputes them within 150 days of the date of the bill.

19.3 A customer who is credited with any amount that should not have been billed or that was overbilled must also be credited with interest on that amount at the rate payable for interest on deposits that applied during the period in question.

20.0 Minimum Contract Period and Cancellation Before Service Commencement

20.1 Bell Aliant requires a minimum contract period which stipulates the minimum period of time for which Bell Aliant will furnish the service and equipment applied for, and for which Bell Aliant's charges must be paid, whether or not the service is used by the customer for the whole of such period. The standard length of the minimum contract period is one month, commencing on the date service is established, and applies to all services except where otherwise provided in the General Tariff. However, Bell Aliant may fix the minimum contract period longer than one month where the following conditions exist:

- a. unusual expense is necessary for the provision of the service; or
- b. special assemblies of equipment are installed.

20.2 A customer who cancels or delays a request for service before installation work has started cannot be charged by Bell Aliant. Installation work is considered to have started when the customer has advised Bell Aliant to proceed, and Bell Aliant has incurred any related expense. A customer who cancels or delays a request for service after installation work has started, but before service has started, will be charged the lesser of the full charge for the entire minimum contract period plus the installation charge and the estimated costs incurred in installation less estimated net salvage. The estimated installation costs include the cost of unsalvaged equipment and materials specifically provided or used plus the cost of installing, including engineering, supply expense, labour and supervision, and any other disbursements resulting from the installation and removal work.

21.0 Customer-Initiated Termination of Service

21.1 Service may be terminated after the expiration of the minimum contract period upon reasonable advance notice to Bell Aliant. The customer shall pay all charges due for service which has been furnished.

21.2 Before expiry of the minimum contract period, customers may terminate their service in which case they must pay the full charges for the entire minimum contract period or, in the following circumstances, charges due for service which has been furnished:

- a. in the event of the death of the customer during the minimum contract period, the termination is effective from the date Bell Aliant is notified of the death;
- b. where the customer's premises are destroyed, damaged or condemned by reason of fire or other causes beyond the customer's control, so that they must be abandoned, the termination is effective from the date Bell Aliant is notified;
- c. in the case of chargeable directory listings, and in the case of directory listings with regard to joint use of service, the charges due to the end of the effective period of such a directory shall be paid. However, when the customer subscribes to his or her own Primary Service, or in the event of the death of the listed party, the charges shall be paid only to the date the customer subscribes to his or her own Primary Service or the date Bell Aliant is notified of the death;
- d. where a change to the boundaries of an Exchange Area or Local Calling Area affects the customer's service, the customer may terminate the service upon reasonable notice of termination to Bell Aliant and termination becomes effective from the date Bell Aliant is so notified;
- e. in the case of a customer's service being taken over without lapse by a new customer at the same location or being superseded by another service of the same customer at the same or different location, termination becomes effective from the date of change and charges due for the entire minimum contract period shall be paid by the original customer for any of the original service and equipment which is discontinued at the time of the change, subject to terms of Bell Aliant's General Tariff and, notwithstanding 1.3 (c), the terms of the contract for the service in question;

- f. where the circumstances specified in 21.2 (a) through (e) do not apply, the minimum contract period is greater than one month at the same location, and the customer has given Bell Aliant advance notice, the termination is effective when the customer pays the termination charge specified in the contract for the service in question or, where such charge is not specified, a termination charge of one-half of the charges remaining for the unexpired portion of the minimum contract period; and
- g. in the case of chargeable directory listings, and in the case of directory listings with regard to joint use of the customer's service, where the listing has appeared in a directory and the customer's service is terminated or the listed party or joint user moves to another location, and the customer has given Bell Aliant advance notice, the termination is effective on the date of that service termination or move, subject to a minimum charge of one month, and as of such time as no reference of call service is provided from the old to the new number.

22.0 Bell Aliant-Initiated Suspension or Termination of Service

22.1 Bell Aliant may suspend a customer's service or terminate a customer's service, whether or not Bell Aliant has previously suspended the service, only where the customer:

- a. fails to pay an account of the customer that is past due, provided it exceeds fifty dollars or has been past due for more than two months;
- b. fails to provide or maintain a reasonable deposit or alternative, as required in 7.4, when required to do so pursuant to these Terms;
- c. fails to comply with the terms of a deferred payment agreement;
- d. repeatedly fails to provide Bell Aliant with reasonable entry and access in conformity with 5.1 and 5.2;
- e. uses or permits others to use any of Bell Aliant's services or equipment so as to prevent fair and proportionate use by others, as set out in 8.3;
- f. uses or permits others to use any of Bell Aliant's services for a purpose or in a manner that is contrary to law or for the purpose of making annoying or offensive calls; contravenes 8.4 or 8.5; or fails to provide payment when requested by Bell Aliant pursuant to 17.5 or where required pursuant to Bell Aliant's payment terms.

22.2 Bell Aliant may not suspend or terminate service in the following circumstances:

- a. failure to pay non-tariffed charges;
- b. failure to pay charges for a different class of service at different premises or for service in the name of another customer, including failure to pay the account of another customer as a guarantor;
- c. where the customer is prepared to enter into and honour a reasonable deferred payment agreement; or
- d. where there is a dispute regarding the basis of the proposed suspension or termination, provided payment is being made for undisputed outstanding amounts and Bell Aliant does not have reasonable grounds for believing that the purpose of that dispute is to evade or delay payment.

Notwithstanding Item 105.22.2(a) Bell Aliant may suspend or terminate non-tariffed services if the customer has failed to pay the associated non-tariffed charges.

22.3 Prior to suspension or termination, Bell Aliant must provide the customer with reasonable advance notice, stating:

- a. the reason for the proposed suspension or termination and the amount owing (if any);
- b. the scheduled suspension or termination date;
- c. that a reasonable deferred payment agreement can be entered into (where the reason for suspension or termination is failure to pay);
- d. the reconnection charge;
- e. the telephone number of the Bell Aliant representative with whom any dispute may be discussed; and
- f. that disputes unresolved with this representative may be referred to a senior Bell Aliant manager. Where repeated efforts to contact the customer have failed, Bell Aliant must deliver such advance notice to the billing address. Where repeated efforts to contact the customer have failed, Bell Aliant must deliver such advance notice to the billing address. For the purpose of item 22.3 of Bell Aliant's terms of service,
- g. reasonable notice for the termination or suspension of the service of a customer that is a competitor will generally be at least 30 days.

22.4 In addition to the notice required by 22.3, Bell Aliant must, at least twenty-four hours prior to suspension or termination, advise the customer or another responsible person that suspension or termination is imminent, except where:

- a. repeated efforts to so advise have failed;
- b. immediate action must be taken to protect Bell Aliant from network harm resulting from customer-provided equipment; or the suspension or termination occurs by virtue of a failure to provide payment when requested by Bell Aliant pursuant to 17.5.

22.5 Except with customer consent or in exceptional circumstances, suspension or termination may occur only on business days between 8:00 a.m. and 4:00 p.m., unless the business day precedes a non-business day in which case disconnection may not occur after 12:00 noon.

22.6 Suspension or termination by Bell Aliant shall not affect the customer's obligation to pay any amount owed to Bell Aliant. For suspended services, unless suspension occurs during the minimum contract period, Bell Aliant shall make a daily pro rata allowance based on the monthly charge for the services suspended.

22.7 Subsequent to the suspension of the customer's service Standard Service Charges will apply upon reconnection of such service.

22.8 Subsequent to removal of Bell Aliant's equipment from the customer's premises due to termination, service will be re-established only upon the basis of a new application, whereupon the Standard Service Charges will apply.

22.9 Bell Aliant must restore service, without undue delay, where the grounds for suspension or termination no longer exist or a payment or deferred payment agreement has been negotiated.

22.10 Where it becomes apparent that suspension or termination occurred in error or was otherwise improper, Bell Aliant must restore service during business hours on the next working day, at the latest, unless exceptional circumstances do not permit this, and no reconnection charges shall be levied.

Internet Security Services Terms and Conditions

Internet Security Services are provided in collaboration with Radialpoint Inc..

Bell Aliant provides Internet Security Service and the applicable Software to its Customers on the Terms and Conditions of the Radialpoint Software License Agreement. Bell Aliant shall not be liable for any loss, expense, liability, claim or action brought due to the provision of this Service or any of the Software. The Customer's sole remedy for any loss, expense, liability, claim or action is contained in the Radialpoint Software License Agreement. Users must Accept or Reject the Radialpoint Software License Agreement as part of the installation process.

Bell Aliant will provide information to Radialpoint for the purpose of establishing and maintaining Internet Security Services. This information will include the E-mail address and Password information collected through the Registration process.

All information provided to Radialpoint will be kept in the strictest confidence and will not be used for any purpose than is necessary to support ongoing Internet Security Services.

The subscriber must be a Bell Aliant Internet customer in good standing to subscribe to Internet Security Services.

Internet Security Services will be provided to customers on a monthly subscription basis and billed on the subscriber's monthly telephone bill effective with the billing date immediately following subscription to the service.

The monthly subscription cost of the service provides Software Licenses for up to 3 PCs in a household.

The onus is on the subscriber to contact Bell Aliant if they do not wish to continue the service at any point. Subscribers can unsubscribe to the service through the Internet Security Services website at internetsecurityservices.net/home/ or by calling us toll-free at 1-866-FibreOP.

As part of the software activation process, some hardware configuration information, which uniquely identifies your PC, will be registered with Radialpoint. This information is required to comply with Radialpoint's licensing requirements and is kept in strict confidence. This will not restrict your ability to transfer your license to a different PC at any time.

Internet Acceptable Use

Introduction

Bell Aliant Internet Service is committed to being a responsible network citizen. To assist us in protecting the usefulness and enjoyment of the Internet for our members and for other users, we advise you read the following document outlining our policies on network abuse. The activities described below constitute violations of the Bell Aliant Service Agreements that may result in the loss of your service.

The Bell Aliant Internet Services Acceptable Use Policy prohibits activities that include, but are not limited to the Policies described below. The terms of this Acceptable Use Policy may change at any time and without prior notice; you are responsible for informing yourself of any changes to this Acceptable Use Policy by periodically consulting this page. If you have any questions about the Bell Aliant Internet Services Acceptable Use Policy, do not hesitate to contact Bell Aliant via e-mail abuse@bellaliant.net.

Facilities provided to a customer by Bell Aliant are for the exclusive use of the customer and may not be resold without the express written permission of Bell Aliant.

General Acceptable Use Policies for Internet (the "Policies")

You are prohibited to use your Bell Aliant Internet account in conducting activities that include, but are not limited to:

- Transmitting unsolicited messages, which, in the sole judgement of Bell Aliant, causes significant disruption or elicits complaints from other Internet users.
- Harassing users or groups in any way.
- Impersonating users from the Bell Aliant Internet Service or any other Internet service providers in any way.
- Uploading or downloading, transmitting, posting, publishing, receiving, retrieving, storing or otherwise reproducing, distributing or providing access to information, software or other material which is (i) confidential or is protected by copyright

or other intellectual property rights, without prior authorization from the rights holder(s); (ii) is defamatory, obscene, child pornography or hate literature; or (iii) constitutes invasion of privacy, appropriation of personality, or unauthorized linking or framing.

- Transmitting, posting, receiving, retrieving, storing or otherwise reproducing, distributing or providing access to any program or information designed to assist users in defeating copy-protection, registration and any other anti-theft mechanisms associated with commercial or shareware programs.
- Transmitting, posting, receiving, retrieving, storing or otherwise reproducing, distributing or providing access to any program or information designed to assist in the fraudulent use of telecommunications services.
- Using an Internet host's resources in a manner not authorized by its administrators. This includes mail relaying, transmitting chain letters, make-money-fast or pyramid style schemes of any sort.
- Posting or transmitting any information or software which contains a virus, "cancelbot", "trojan horse", "worm" or other harmful or disruptive component.
- Compromise the Privacy of other users

Electronic Mail

In addition to these Policies, while sending electronic mail, you are prohibited from conducting activities that include, but are not limited to:

- Transmitting identical or substantially similar unsolicited e-mail messages.
- Promoting or facilitating the transmission of unsolicited e-mail messages.
- Attaching an excessively long signature to your messages.
- Forging the headers of your e-mail messages in any way.
- Sending messages to disrupt or cause difficulties in receiving other e-mail.

Bell Aliant has a Zero Tolerance for unsolicited e-mail messages (spam). Actions contrary to the terms of the Bell Aliant Internet Service Acceptable Use Policy will result in the suspension and / or termination of your Bell Aliant Internet account and may result in further penalties. The Bell Aliant Internet account owner is responsible for any and all action that originates from his / her Bell Aliant Internet account.

Customers who maintain bulk "opt-in" e-mail lists must have a method of confirmation of subscriptions and be able to provide that information as evidence when requested by Bell Aliant. At the discretion of Bell Aliant, if no such evidence is available, messages could be considered as unsolicited.

Bell Aliant reserves the right, in its sole discretion, to set an upper limit on the number of recipients of customer initiated e-mail, the number of subscribers on a customer's bulk "opt-in" e-mail list", and the number of messages a customer may send or receive through the service.

Newsgroups and Discussion Forums

In addition to these Policies, while posting to newsgroups or any other discussion forum, you are prohibited from conducting activities that include, but are not limited to:

- Posting advertisements, commercial or unsolicited messages of any kind, unless expressly permitted by the charter or FAQ.
- Posting binary or excessively large files of any kind, unless expressly permitted by the charter or FAQ.
- Posting substantially identical messages to more than 5 newsgroups.
- Attaching an excessively long signature to your messages.
- Forging the headers of your postings in any way.
- Newsgroup and forum postings must comply with the associated charter or FAQ. If a posted message does not fall within the topic or ideals of the discussion identified by the charter or FAQ, at the discretion of Bell Aliant, could represent an infraction of the Bell Aliant Internet Service Acceptable Use Policy. Users posting messages to newsgroups or forums are responsible for making themselves aware of the rules of conduct, prior to posting.

Abuse/Use of Bandwidth and Unlimited Services

Bandwidth abuse or excessive use, which negatively impacts Bell Aliant Internet Service or its users, will not be tolerated. Unlimited Service for an account does not translate into allowing an account holder to remain connected even while away from the computer or to use a 'ping' type program to keep their connection alive, such as, but not limited to, checking e-mail every 5 minutes 24 hours a day).

"Excessive" use of bandwidth or resources is not permitted with any Bell Aliant Internet account. Customers requiring "no bandwidth limitations " are instructed to seek dedicated service options. If excessive use by an account is such that it potentially impacts Bell Aliant's ability to provide Internet Services or that network resources need to be protected, the account may be suspended immediately and without notice to the account holder.

Bandwidth Management

Bell Aliant reserves the right to manage its bandwidth as they see fit on the network. Customers of all types are expected to use appropriate net etiquette when using or accessing various services within and outside the network. In special circumstances, Bell Aliant reserves the right to block access to, or from, any service type or server.

Service Outages

Although Bell Aliant takes pride in providing round the clock Internet service, we cannot guarantee uninterrupted access to Internet services due to failures or scheduled upgrades on the network. The company shall not be liable to any customer, user or other person for damages resulting from omissions, interruptions, delays, errors or defects in transmission, or failures or defects in Bell Aliant Internet Service's facilities.

Personal Web Pages

Personal Web Pages are for NON-COMMERCIAL use only. Bell Aliant reserves the right to remove any Web pages at its discretion. All web pages must adhere to the Bell Aliant Internet Service Acceptable Use Policy.

Commercial Web Pages

Commercial Web Pages must adhere to Bell Aliant Internet Service Acceptable Use Policy and the terms and conditions of web service.

Network/Security

In addition to these Policies, while using your Bell Aliant Internet Service account, you are prohibited from conducting activities that include, but are not limited to:

- Using your Bell Aliant Internet Service user account and concurrent dial up login sessions from the same Bell Aliant Internet Service user account. (Please note: Sharing your Bell Aliant Internet Service within your home via a Bell Aliant recommended Home Networking or LAN Solution is not in violation of the Acceptable Use Policy)
- Causing an Internet host to become unable to effectively service requests from other hosts.
- Running and/or hosting Server Applications including but not limited to HTTP, POP, SMTP, Proxy/SOCKS, NNTP,).
- Analyzing or penetrating an Internet host's security mechanisms.
- Forging any part of the TCP/IP packet headers in any way.

You are solely responsible for the security of your system and account. While connected to the Bell Aliant Internet Service, you are prohibited from any act, committed intentionally or through negligence, which may compromise the security of your Internet host in any way.

Customers found in violation of this Acceptable Use Policy may, at the sole discretion of Bell Aliant, suffer suspension / termination of their Bell Aliant Internet Service account and / or be responsible for additional service charges. Also, violation of this Acceptable Use Policy may result in criminal and civil liability. Bell Aliant will offer full co-operation with law enforcement agencies if their investigation warrants it.

In the event that numerous complaints are received by our staff in regards to any breaches of this Acceptable Use Policy, at the discretion of Bell Aliant, a processing fee per complaint received in addition to an administration fee may be applied to your account.

Bell Aliant does not assume liability to any of its members or other Internet users for failure to enforce the terms of this ACCEPTABLE USE POLICY. As well, Bell Aliant reserves the right to suspend / terminate your Bell Aliant Internet Service account at any time without prior notice.

Indirect Access

A violation of this Policy by an individual having only indirect access to Bell Aliant Internet Service through a customer or other user will be considered a violation by the customer or other user, whether or not with the knowledge or consent of the customer or other user.

In addition, this policy applies to any e-mail or content sent by you or on your behalf. This includes using a Bell Aliant Internet Service account as a mailbox for responses or publicizing content hosted or sent using Bell Aliant Internet Service facilities, or which indicates in any way that Bell Aliant Internet Service was involved in the transmission of such e-mail or content.

Unless expressly permitted in a written agreement with Bell Aliant, the resale of Bell Aliant Internet Service products and services is not permitted.

Consequences

Violations of this Policy may result in a demand for immediate removal of offending material, immediate temporary or permanent filtering, blocked access, suspension or termination of service, or other action appropriate to the violation, as determined by Bell Aliant in its sole discretion. It is Bell Aliant's preference to give notice so that violations may be addressed voluntarily when practical; however, Bell Aliant reserves the right to act without notice when necessary, as determined by Bell Aliant in its sole discretion. Bell Aliant may involve, and will cooperate with, law enforcement if criminal activity is suspected. Violators may also be subject to civil or criminal liability under applicable law. Refunds or credits are not issued in connection with actions taken for violations of this Policy.

Incident Reporting/Contact Information

Complaints regarding violations of this Policy by a Bell Aliant Internet Service customer should be forwarded to abuse@aliant.net. Where possible, details should be included that would assist Bell Aliant in investigating and resolving the complaint (i.e. expanded headers and a copy of the offending transmission).

Revisions to this Policy

Bell Aliant may modify this policy at any time, without prior notification, effective when posted to Bell Aliant's public web site. Notice may also be provided via electronic mail or regular mail.

Internet Acceptable Use for Bell Aliant Fibe Business Internet

Introduction

Bell Aliant is committed to being a responsible Internet Service provider. To assist us in protecting the usefulness and enjoyment of the Internet, please read the following document outlining our policies on Internet acceptable use.

Your use of Fibe Internet constitutes your agreement with this Acceptable Use Policy. The terms of this Acceptable Use Policy may change at any time and without prior notice; you are responsible for keeping yourself informed of any changes to this Acceptable Use Policy by periodically consulting this page. The Fibe Internet account owner is responsible for any and all action that originates from his / her Fibe Internet account.

If you have any questions about the Fibe Internet Acceptable Use Policy, do not hesitate to contact Bell Aliant via e-mail abuse@bellaliant.net.

Excessive use of bandwidth

Bell Aliant will take measures to address any customer's excessive use of bandwidth, which can negatively impact Bell Aliant's Internet or its users. Bandwidth usage is the amount of data sent and received through your Internet connection.

Bandwidth use is considered to be excessive when it significantly exceeds the usage characteristic of a typical residential user of the Service. This will be determined by Bell Aliant in its sole discretion.

Where a bandwidth cap is determined for a particular service, usage in excess of that cap will be deemed excessive, and Bell Aliant may charge its customers for bandwidth use above the cap at a rate determined by Bell Aliant or restrict usage.

If a customer's use is deemed to be excessive, Bell Aliant will make every effort to contact the customer and review the matter. However, where Bell Aliant, in its sole discretion, determines that the usage potentially impacts Bell Aliant's ability to provide its Internet Services or that its network resources need to be protected, it reserves the right to suspend or terminate service in response to a customer's excessive bandwidth use, without notice to the customer.

If the customer anticipates usage in excess of the typical residential user, the customer should inquire about the availability of dedicated service or other service options.

As a guideline, in our experience typical residential bandwidth usage tends to be well within the range of 250GB per month. This guideline includes a combination of downloaded and uploaded content. Examples of Internet activities that can contribute to heavy bandwidth usage include downloading and uploading movies and streaming videos. For example, 250GB would be equivalent to approximately downloading or uploading 50,000 songs, or 570 1 hour TV shows, or 285 standard definition movies or 25 high definition movies.

Bandwidth management

Bell Aliant reserves the right to monitor bandwidth, usage, transmissions, and content in order to identify violations of this Policy, protect the network and its users, manage the network and otherwise operate the service.

Prohibited uses of Fibe internet

Criminal & Other Illegal Activity: You are prohibited from using your Fibe Internet account, including Bell Aliant email, for any criminal or other illegal activity, such as the following:

- Communicating hatred
- Fraud
- Defamation & libel
- Obscenity
- Child pornography
- Harassment/stalking
- Uttering threats
- Copyright & intellectual property infringement

Other disruptive activity:

You are prohibited from using your Fibe Internet account, including Bell Aliant email, for any activity which disrupts the security of the network or the service, or otherwise harms other Internet users, including the following:

- Transmitting unsolicited messages or "spam" which causes significant disruption or elicits complaints from other Internet users.
- Harassing users or groups in any way.

- Impersonating another Internet user, or falsifying your identifying information.
- Invading or compromising the privacy of others.
- Bypassing network and computer security measures or copyright protection.
- Posting or transmitting any information or software which contains a virus, "cancelbot", "trojan horse", "worm" or other harmful or disruptive component.
- Disrupting of network service.
- Using your Fibe Internet user account and concurrent dial up login sessions from the same Fibe Internet user account.
- denial-of-service attack (DoS attack) or distributed denial-of-service attack (DDoS attack).
- Running and/or hosting Server Applications including but not limited to HTTP, POP, SMTP, Proxy/SOCKS, NNTP,).
- Analyzing or penetrating an Internet host's security mechanisms.
- Forging any part of the TCP/IP packet headers in any way.

Use inconsistent with nature of the service:

You are prohibited from using your Fibe Internet account, including Bell Aliant email in a manner inconsistent with the nature of the service provided, including:

- Using residential services for business purposes.
- Sharing Internet connection outside of your home (either through a wired connection or through a Secure or unsecured Wireless connection)
- Reselling Fibe Internet without permission.
- Excessive use of bandwidth (see further below).

Newsgroups and discussion forums:

In addition to these Policies, while posting to newsgroups or any other discussion forum, you are prohibited from conducting activities that include, but are not limited to:

- Posting advertisements, commercial or unsolicited messages of any kind, unless expressly permitted by the charter or FAQ.
- Posting binary or excessively large files of any kind, unless expressly permitted by the charter or FAQ.
- Posting substantially identical messages to more than 5 newsgroups.
- Attaching an excessively long signature to your messages.
- Forging the headers of your postings in any way.

Newsgroup and forum postings must comply with the associated charter or FAQ. If a posted message does not fall within the topic or ideals of the discussion identified by the charter or FAQ, at the discretion of Bell Aliant, could represent an infraction of the Fibe Internet Acceptable Use Policy. Users posting messages to newsgroups or forums are responsible for making themselves aware of the rules of conduct, prior to posting.

Consequences

For the protection of all customers, Bell Aliant must take violations of this policy seriously. Wherever possible, we will work with you to understand the nature of any potential violation and remedy the issue. However, it may be necessary to act quickly in order to protect our customers and our network. Bell Aliant reserves the right to act without notice when necessary, as determined by Bell Aliant in its sole discretion.

Bell Aliant may take responsive actions, such as:

- removal of offending material
- temporary or permanent filtering
- setting limits on the use of email
- blocking access
- suspending or terminating of service
- other action appropriate to the violation

In the event that numerous complaints are received by our staff in regards to any breaches of this Acceptable Use Policy, at the discretion of Bell Aliant, a processing fee per complaint received in addition to an administration fee may be applied to your account. Refunds or credits are not issued in connection with actions taken for violations of this Policy.

Violation of this Acceptable Use Policy may result in criminal and civil liability. Bell Aliant will offer full co-operation with law enforcement agencies if their investigation warrants it.

Contact us

Complaints regarding violations of this Policy by an Fibe Internet customer should be forwarded to abuse@bellaliant.net. Where possible, details should be included that would assist Bell Aliant in investigating and resolving the complaint (i.e. expanded headers and a copy of the offending transmission).

Business TV Service

SERVICE AGREEMENT

READ CAREFULLY. THIS AGREEMENT IMPOSES OBLIGATIONS ON YOU. THIS SERVICE AGREEMENT (THE 'SERVICE AGREEMENT') SETS OUT THE DUTIES AND RESPONSIBILITIES ASSOCIATED WITH YOU GAINING ACCESS TO OUR TV SERVICE (THE 'TV SERVICE'). BY REQUESTING THE TV SERVICE, YOU ARE INDICATING THAT YOU ARE AUTHORIZED TO PURCHASE THIS SERVICE AND HAVE READ AND UNDERSTAND AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET OUT IN THIS DOCUMENT.

1. For the purposes of this Service Agreement, 'we', 'us' and 'our' includes Bell Aliant, a brand operated by Bell Canada ("Bell Aliant") and its employees, directors, officers, agents, representatives, subcontractors, interconnection service providers and suppliers. 'You' includes the person accepting this Service Agreement and any other person who gains access to the TV Service or our equipment with your express or implied permission.
2. In order to provide the TV Service and equipment requested, we require you to make a minimum commitment of one month, starting on the first day the TV Service is provided to you. You agree to pay all charges for the TV Service during this period, whether or not you continue to use the service for the entire period.
3. You will only access the TV Service from your Bell Aliant supplied connection and set top box. You may use our equipment only at the TV Service address identified on your invoice.
4. Any equipment we provide to you, except equipment you purchase outright, remains our property and may not be encumbered, loaned, leased or sold. You may not alter, modify, correct, improve or adjust the equipment in any way without our prior written consent. You agree to obtain appropriate insurance coverage for our equipment while the equipment remains in your possession and control.
5. You agree to pay all charges for the TV Service by the due date regardless of who places the order for those programs.
6. 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".
7. Any questions or discrepancies regarding invoice charges must be reported to us within 90 days of the billing date. Failure to contact us within this time period will constitute acceptance by you of all charges.
8. You agree to allow us access to your premises at all reasonable hours to install, inspect, repair, maintain, replace, disconnect and/or remove the TV Service and/or our equipment.
9. We may add or remove equipment made available by us in association with the TV Service without liability to you.
10. You will not use any equipment, telecommunication facilities or access connections provided by us other than as contemplated in this Service Agreement. You agree not to use the TV Service for illegal activity, for unauthorized access to other network systems or in any manner that negatively impacts the service levels of other customers.
11. Any unauthorized attachments to our cable or equipment, interfering or tampering with our cable or equipment, and/or unauthorized use of our signals are prohibited and may constitute theft under the Criminal Code of Canada (Subsection (1)(b) of Section 326).
12. You agree not to reproduce by any means any part of the network signal, except as specifically authorized by us in writing; however, you may use videotape recorders, personal video recorders or other similar devices for your private, non-commercial duplication of video programming.
13. You agree not to participate in the exhibition or distribution of the TV Service in any location which charges an admission fee, cover charge or like fee.
14. You agree that, upon cancellation or termination of the TV Service, you will return our equipment to one of our authorized dealers or otherwise reimburse us for the replacement value of the equipment.
15. We may terminate or amend this Service Agreement at any time at our sole discretion. We will provide you with notice of any changes.
16. If a service call is required to restore your TV Service, which has been terminated for non-payment, a service restoration charge will apply.
17. The TV Service is provided 'as is'; we make no warranties, whether express, implied or statutory, including but not limited to implied warranties of merchantability and fitness for a particular purpose, and no representations in relation to any matter connected to this Service Agreement including the TV Service, our network and/or our equipment.
18. We are not responsible for any damage caused by the installation or configuration of equipment, hardware and/or network settings whether this work is completed by us, you, an authorized dealer, or any other party.

19. You are responsible for all losses or damage to any of our equipment located on your premises. If you deliberately or through a lack of reasonable care, cause loss or damage to our equipment, you may be charged the cost of restoration or replacement of the equipment, with the cost to replace a set top box not exceeding \$300.

20. You assume total responsibility and risk for your use of the TV Service. You will indemnify us for any damages, losses, injuries, claims, demands, penalties, costs and expenses connected with any act or omission by you in relation to the installation and use of the TV Service.

21. Our liability to you for any claim for damages will not exceed the total amount paid by you to us during the total period related to the claim. We are not liable for any direct, indirect, special, punitive or consequential damages from events including loss of use, lost profits, damages to third parties and inability to use the TV Service.

22. You agree that by requesting the TV Service, you authorize us, or other parties acting on our behalf, to collect information pertaining to our equipment and your network usage. All information about you collected by us or on our behalf will be treated in accordance with our Privacy Policy.

High-Speed Internet Service

TERMS & CONDITIONS

READ THIS AGREEMENT CAREFULLY. IT IMPOSES OBLIGATIONS ON YOU WITH RESPECT TO:

- **PURCHASING**
- **USING, and**
- **CANCELLING**

BELL ALIANT HIGH-SPEED INTERNET SERVICE (THE 'SERVICE').

Use of Service

1. The Customer will have access to the Internet to be operated from a single personal computer or a Bell Aliant authorized network, available on Bell Aliant's PC Local Area Network Server. Bell Aliant's PC Local Area Network Server is not to be a point of connection for an unauthorized network of computers.

2. Any software or other computer program provided to the Customer remains the property of Bell Aliant and/or its suppliers 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. The Customer will be responsible for all losses or damages to Bell Aliant equipment located on the Customer's premises. All such 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.

4. The Customer will assume total responsibility and risk for his or her use of the Service.

5. 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.

6. 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.

7. The Customer will abide by the [Bell Aliant Acceptable Use Policy](#).

8. The Customer agrees that Bell Aliant, or other parties acting on its behalf, may collect information pertaining to customer computer system configurations, which information will be treated in accordance with [Bell Aliant's Privacy Policy](#). This information may include, but is not limited to, the following:

- User Information: Name, Account Number, Postal Code, Email Address, and Job/Order number
- Install Information: Registration date and time, Technician, Total Install time, and install ID
- Network Information: MAC and IP Address, DHCP and DNS Enabled, Default Gateway, NIC Driver Description, POP, DNS, and SMTP Servers
- Machine Information: OS Type and Versions, Total Free Hard Drive Space, RAM, USB, CD ROM, and Floppy Exist, CPU Name, Number, and Speed

9. Bell Aliant will not be responsible for any damage caused by any installation of equipment and/or software, whether such equipment and/or software is installed by Bell Aliant, the Customer, an Authorized Dealer, or any other party.

10. 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 Service, the network, the equipment and/or the software.

11. Bell Aliant's liability to the Customer for any claim for damages will not exceed the total amount paid by the Customer to Bell Aliant during the total period giving rise to the claim.

12. Bell Aliant is not liable for any direct, indirect, special, punitive or consequential damages from events including loss of use, lost profits, damages to third parties, deletion of files and inability to use the Internet.

13. The Customer will assume total responsibility and risk for the Customer's selection of the self-install option. Bell Aliant is not liable for damages of any nature, including material and personal damages, suffered in relation to work undertaken by the Customer to configure the Customer's software, hardware and/or network settings.

14. 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 the installation and use of the service.

Terms specific to use of Bell Aliant email service

15. The Customer understands and agrees that any Bell Aliant email account which has not been accessed by the customer in 60 days will be considered inactive and placed in a "suspended" state. While in this state, the account will not receive email and these emails will be bounced back to the originator. If the account is not reactivated by the customer within an additional 60 days after being suspended, the account will be deleted.

16. The Customer will abide by the [Bell Aliant Acceptable Use Policy](#) in using Bell Aliant email.

Purchase and Cancellation of Service:

17. 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 non-contract rate.

18. Where the Customer purchases the Service at a contract rate for a Contract Period, and chooses to cancel their service prior to the end of the Contract Period, the Customer will be charged an early termination fee of \$99, which is not 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, or as otherwise determined by Bell Aliant in its sole discretion.

19. The Customer will, upon cancellation or termination of the Service, return the Bell Aliant equipment or will reimburse Bell Aliant for the replacement value of said equipment.

General

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

21. For the purposes of this Service Agreement, 'Bell Aliant' is a brand operated by Bell Canada and its 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.

[See Bell Aliant's Border Gateway Protocol policy and features guidelines](#)

Fibe Internet Service

Terms & Conditions

Read this agreement carefully. It imposes obligations on you with respect to purchasing, using, and cancelling Bell Aliant Fibe internet service (the 'service').

Use of Service

1. The Customer will have access to the Internet to be operated from a single personal computer or a Bell Aliant authorized network, available on Bell Aliant's PC Local Area Network Server. Bell Aliant's PC Local Area Network Server is not to be a point of connection for an unauthorized network of computers.

2. Any software or other computer program provided to the Customer remains the property of Bell Aliant and/or its suppliers 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. The Customer will be responsible for all losses or damages to Bell Aliant equipment located on the Customer's premises. All such 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.

4. The Customer will assume total responsibility and risk for his or her use of the Service.

5. The customer will ensure wireless home network is secure and accessible only by household wireless networked devices within the customer's home or household property. To find out more about setting up wireless security visit www.bellaliant.net/fibe
6. 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.
7. 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.
8. The Customer will abide by the Bell Aliant Fibe Internet Acceptable Use Policy.
9. The Customer agrees that Bell Aliant, or other parties acting on its behalf, may collect information pertaining to customer computer system configurations, which information will be treated in accordance with Bell Aliant's Privacy Policy. This information may include, but is not limited to, the following:
 - User Information: Name, Account Number, Postal Code, Email Address, and Job/Order number
 - Install Information: Registration date and time, Technician, Total Install time, and install ID
 - Network Information: MAC and IP Address, DHCP and DNS Enabled, Default Gateway, NIC Driver Description, POP, DNS, and SMTP Servers
 - Machine Information: OS Type and Versions, Total Free Hard Drive Space, RAM, USB, CD ROM, and Floppy Exist, CPU Name, Number, and Speed
10. Bell Aliant will not be responsible for any damage caused by any installation of equipment and/or software, whether such equipment and/or software is installed by Bell Aliant, the Customer, an Authorized Dealer, or any other party.
11. 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 Service, the network, the equipment and/or the software.
12. Bell Aliant's liability to the Customer for any claim for damages will not exceed the total amount paid by the Customer to Bell Aliant during the total period giving rise to the claim.
13. Bell Aliant is not liable for any direct, indirect, special, punitive or consequential damages from events including loss of use, lost profits, damages to third parties, deletion of files and inability to use the Internet.
14. The Customer will assume total responsibility and risk for the Customer's selection of the self-install option. Bell Aliant is not liable for damages of any nature, including material and personal damages, suffered in relation to work undertaken by the Customer to configure the Customer's software, hardware and/or network settings.
15. 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 the installation and use of the service.

Terms specific to use of Bell Aliant email service

16. The Customer understands and agrees that any Bell Aliant email account which has not been accessed by the customer in 60 days will be considered inactive and placed in a "suspended" state. While in this state, the account will not receive email and these emails will be bounced back to the originator. If the account is not reactivated by the customer within an additional 60 days after being suspended, the account will be deleted.
17. The Customer will abide by the Bell Aliant Acceptable Fibe Internet Use Policy in using Bell Aliant email.

Purchase and Cancellation of Service

18. 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 non-contract rate.
19. Where the Customer purchases the Service at a contract rate for a Contract Period, and chooses to cancel their service prior to the end of the Contract Period, the Customer will be charged an early termination fee of \$99, which is not 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, or as otherwise determined by Bell Aliant in its sole discretion.
20. The Customer will, upon cancellation or termination of the Service, return the Bell Aliant equipment or will reimburse Bell Aliant for the replacement value of said equipment.

General

21. Bell Aliant may terminate or amend this Agreement at any time in its sole discretion without notice or liability.
22. For the purposes of this Service Agreement, 'Bell Aliant' is a brand operated by Bell Canada and its 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.

Service Outages

23. Although Bell Aliant takes pride in providing round the clock Internet service, we cannot guarantee uninterrupted access to Internet services due to failures or scheduled upgrades on the network. The company shall not be liable to any customer, user or other person for damages resulting from omissions, interruptions, delays, errors or defects in transmission, or failures or defects in Bell Aliant Internet Service's facilities.

Web Hosting

Internet Use Policy

The Customer is solely responsible for use of the Services by any of its employees, officers, directors, agents and any other end user of the Services, including for greater certain (collectively, the "End Users"). The Customer agrees to comply, and to ensure that the End Users comply with the following policies and procedures associated with the use of the Services (the Customer and/or End Users are sometimes hereinafter referred to as "you").

1. Rules. While using the Service, you may not:

(a) post, transmit or otherwise distribute information constituting or encouraging conduct that would constitute a criminal offense or give rise to civil liability, or otherwise use the Service in a manner which is contrary to law or would serve to restrict or inhibit any other user from using or enjoying the Service or the Internet;

(b) post or transmit messages constituting "spam", which includes but is not limited to unsolicited e-mail messages, inappropriate postings to news groups, false commercial messages, mail bombing or any other abuse of e-mail or news group servers;

(c) post or transmit any information or software which contains a virus, "cancelbot", "trojan horse", "worm" or other harmful or disruptive component;

(d) upload or download, post, publish, retrieve, transmit, or otherwise reproduce, distribute or provide access to information, software or other material which: (i) is confidential or is protected by copyright or other intellectual property rights, without prior authorization from the rights holder(s); (ii) is defamatory, obscene, child pornography or hate literature; or (iii) constitutes invasion of privacy, appropriation of personality, or unauthorized linking or framing;

(e) use the Service for an unattended automated operation, including but not limited to point-of-sales applications. You further agree not to use Internet applications for the purpose of simulating network activity to avoid session inactivity disconnection;

(f) engage in account sharing, including, without limitation, permitting third parties to use your Service account and password; or

(g) use the Service for simultaneous sessions using the same User ID and Password;

(h) sell, resell, share or transfer the Service which Bell Aliant provides to you nor provide access to the Service to any party other than yourself or reasonable End Users associated to you.

2. Your Equipment. It is your responsibility to ensure that your computer system meets the minimum requirements stated by Bell Aliant as being necessary to use the Service. From time to time, the computer equipment required to access and use the Service may change. Accordingly, your computer equipment may cease to be adequate to access and use the Service.

3. You Can Best Control the Risk and Therefore Are Responsible. Bell Aliant will not assume any responsibility for your acts or omissions or of any individual who uses your account. An individual with Internet access can cause damage, incur expenses and enter into contractual obligations while on the Internet. All such matters are your responsibility. As between Bell Aliant and you, you are better able to put in place physical and procedural impediments to the inappropriate use of and to supervise your account. Account and password protection are your responsibility. Any detriment that is caused to the network as a result of a failure to properly secure your computer system may result in the termination of the Service.

4. Monitoring. Bell Aliant has no obligation to monitor the Service. However, in order to protect itself and its subscribers, Bell Aliant will be entitled to electronically monitor the Service from time to time and disclose any information concerning the End User required by the Customer or that is necessary to satisfy any law, regulation or lawful request or as necessary to operate the Service or to protect itself or others. Bell Aliant will not intentionally monitor or disclose any private e-mail message unless required by law. Bell Aliant reserves the right to refuse to post, or to remove any information or materials, in whole or in part, that it determines, in its sole discretion, are unacceptable, undesirable, or in violation of these policies.

5. Content. You acknowledge that some content, products or services available with or through the Service ("Content") may be offensive or may not comply with applicable laws. You understand that neither Bell Aliant nor any of its affiliates attempt to censor or monitor any Content. You also acknowledge that neither Bell Aliant nor any of its affiliates have any obligation to monitor your use of the Service and, except as provided herein, have no control over such use. You understand, however, that such Content may be subject to "caching" at intermediate locations on the Internet when being accessed through the Service. You assume total

responsibility and risk for access to or use of Content and for your use of the Service and the Internet. Bell Aliant and its affiliates assume no liability whatsoever for any claims or losses arising out of or otherwise relating to your access to or use of Content.

6. Privacy. Bell Aliant cannot guarantee privacy. Your messages may be the subject of unauthorized third party interception and review. Bell Aliant therefore recommends that the Service not be used for the transmission of confidential information. Any such use shall be at your sole risk and Bell Aliant, its affiliates and its agents shall be relieved from all liability in connection therewith.

7. Confidential Information. You authorize Bell Aliant to collect from any party and to retain all relevant information relating to your use of the Service, and you hereby authorize any party to provide Bell Aliant with such information. You understand and agree that, unless you notify Bell Aliant to the contrary by e-mail, you further authorize Bell Aliant to disclose, on a confidential basis, to any party with whom Bell Aliant has business relations all relevant information relating to your dealings with the Service. This information may be used to provide you with better service. Bell Aliant will open and maintain a file in your name, which file will be kept at its head office. You may access your Customer file free of charge upon 24 hours' prior written request to the Bell Aliant Business Office. You can submit your request in writing by selecting "Contact Us" on the home page (www.BellAliant.net on the Internet). If any information contained in your Customer file is inaccurate, you may make a written request for rectification, specifying the information to be rectified and explaining the inaccuracy to our business office.

8. E-mail. Sending unsolicited, e-mail messages, including, without limitation, commercial advertising and informational announcements is prohibited. End Users will not use another site's mail server to relay mail.

9. Usenet. End Users shall not post ten (10) or more messages similar in content to Usenet or other newsgroups, forums, e-mail mailing lists or other similar groups or lists. End Users will not post any Usenet or other newsgroup, forum, email mailing list or other similar group or list articles which are off-topic according to the charter or other owned-published FAQ or description of the group or list.

10. System and Network Security. Users are prohibited from violating any system or network security measures including but not limited to engaging in unauthorized access or use of Bell Aliant or a third party's network, data or information.

End Users are unauthorized to monitor Bell Aliant or third party's data, systems or network traffic.

End Users are prohibited to interfere with service to any user, host or network including without limitation, mailbombing, flooding, deliberate attempts to overload a system and broadcast attacks. End Users are prohibited to forge any TCP-IP packet header or any part of the header information in an e-mail or newsgroup posting.

11. VIOLATION OF ACCEPTABLE USE POLICY

Any violation of this Internet Use Policy may result in termination or suspension of the offender's account and/or access to Bell Aliant's services.

Nothing contained in this policy shall be construed to limit Bell Aliant's actions or remedies in any way with respect to any of the foregoing activities. Bell Aliant may take any and all additional actions it may deem appropriate with respect to such activities, including without limitation taking action to recover the costs and expenses of identifying offenders and removing them from the Bell Aliant service, and levying cancellation charges to cover Bell Aliant's costs. In addition, Bell Aliant reserves at all times all rights and remedies available to it with respect to such activities at law or in equity.

Complaints regarding email, or USENET abuse, SPAM or Illegal Use or System or Network Security issues, should be sent to abuse@BellAliant.ca

Terms and Conditions

These terms and conditions refer to the purchase of the Web Site Solutions service from Bell Aliant

1- Agreement

This is an Agreement between you (the "Customer") and Bell Aliant, a brand operated by Bell Canada ("Bell Aliant") regarding the use of the Bell Aliant Website Solutions (the "Service"). These terms and conditions supersede any other written or oral Agreement, or representations from Bell Aliant.

By accepting this Agreement, the CUSTOMER (a) agrees to provide Bell Aliant with true and accurate information about the CUSTOMER; and (b) agrees to maintain and update all information to keep it true and accurate.

THE TERMS AND CONDITIONS OF THIS AGREEMENT SHOULD BE READ CAREFULLY. BY USING THE SERVICE, THE CUSTOMER BECOMES BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT AND BY THE BELL ALIANT INTERNET USE POLICY.

2- Bell Aliant's Obligations

Bell Aliant shall furnish to the CUSTOMER web site hosting Services on a shared server. Bell Aliant may perform its obligations through its affiliates, agents or subcontractors (the "Third Party Providers"), provided that Bell Aliant shall not be relieved of its

obligations under this Agreement by use of Third Party Providers. Bell Aliant reserves the right, in its sole discretion, to modify any aspect of the Service, including, without limitation, pricing, features and Services.

If the CUSTOMER requires help desk support from Bell Aliant, the CUSTOMER should call 1-888-267-2411 and inform the operator of the nature of the problem. Bell Aliant help desk representatives will make reasonable efforts to contact the CUSTOMER during normal business hours (Atlantic Time Zone) on the next business day to help resolve the issue. Bell Aliant reserves the right, in its sole discretion, to alter the help desk support hours of operations.

3- Use of Services

1. The CUSTOMER agrees to only use the Service for legal purposes under all applicable international, federal, provincial, and municipal laws.

2. The CUSTOMER agrees not to store, link to, transmit, advertise or make available any images or materials that are obscene, threatening, abusive, harassing, defamatory, hateful, discriminatory or racially or ethnically objectionable. The CUSTOMER agrees not to use this service to conduct any business or activity or solicit the performance of any activity that is prohibited by law, libellous, or against any Bell Aliant policy. The CUSTOMER is not permitted to sell, resell, share or transfer the Service which Bell Aliant provides nor can the Customer provide access to the Service to any party other than reasonable End Users, such as employees, associated to Customer. Violations of these or any other provisions of this Agreement may result in termination of the services with or without a notice, such notice to be granted at the sole discretion of Bell Aliant.

3. Bell Aliant reserves the right to refuse service if any of the content within, or any links from, the CUSTOMER's website is deemed illegal, misleading, or obscene, or is otherwise in breach of Bell Aliant's then current Internet Use Policy, in the sole discretion of Bell Aliant. Bell Aliant does not generally screen or edit content or links originating from the CUSTOMER's website, but reserves the right (though Bell Aliant has no duty) to monitor or to remove, without notice, any offensive or objectionable content or links, in Bell Aliant's sole discretion or upon order of a court or regulatory agency.

4. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT, THE CONTENT OF THE CUSTOMER'S WEBSITE IS THE SOLE RESPONSIBILITY OF THE CUSTOMER. THE CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS BELL ALIANT AND ANY THIRD PARTY ENTITIES RELATED TO BELL ALIANT AND ANY THIRD PARTY PROVIDERS, INCLUDING WITHOUT LIMITATION SUPPLIERS OR SERVICE PROVIDERS OF BELL ALIANT, FROM ANY AND ALL CLAIMS, FOR EXAMPLE, MISAPPROPRIATION OF ANY COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, DATA, MUSIC, IMAGE, OR OTHER PROPRIETARY OR PROPERTY RIGHT, FALSE ADVERTISING, UNFAIR COMPETITION, DEFAMATION, BUSINESS OR PERSONAL DISPUTE OR ARGUMENT, INVASION OF PRIVACY OR RIGHTS OF CELEBRITY, VIOLATION OF ANY ANTI DISCRIMINATION LAW OR REGULATION, OR ANY OTHER RIGHT OF ANY PERSON OR ENTITY, OR ANY PERSONAL OR BUSINESS ARGUMENT OR DISPUTE LOSSES, DAMAGES, LIABILITIES, JUDGEMENTS, OR SETTLEMENTS, INCLUDING REASONABLE LEGAL FEES, COSTS, AND OTHER EXPENSES INCURRED BY BELL ALIANT AND ANY THIRD PARTY ENTITIES RELATED TO BELL ALIANT, RELATED TO OR IN CONNECTION WITH THE CONTENT OF THE CUSTOMER'S WEBSITE. THE TERMS OF THIS SECTION WILL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

4- Customer's obligation

1. The CUSTOMER shall agree to follow the generally accepted rules of 'netiquette' when sending electronic mail or postings to news groups.

2. The CUSTOMER is responsible for the security of his or her passwords. Bell Aliant reserves the right not to change the passwords without proper identification of the CUSTOMER, which may include, but is not limited to, the signature of the CUSTOMER.

3. The CUSTOMER shall not harm the reputation, computer systems, or programming of Bell Aliant as well as other users of the Service. The CUSTOMER agrees not to tamper with, alter or otherwise rearrange the Service nor shall it permit or assist others to abuse or fraudulently use the Service including but not limited to using the Service:

1. In any manner which interferes unreasonably with the Service or Bell Aliant's network, or access thereto by other persons;

For any purpose or in any manner directly or indirectly in violation of applicable laws or in violation of any third party rights, or

2. In a manner to avoid the payment of Fees hereunder.

3. The CUSTOMER shall solely be responsible for use of the Service by any of its employees, officers, directors, agents as well as its end users and agrees to take all necessary measures to ensure that such persons use the Service in accordance with the terms and conditions of this Agreement.

4. In the event where the CUSTOMER's website degrades the function of the server or causes complaints from other users, the CUSTOMER has outgrown the shared server Service and will need to migrate to Bell Aliant's dedicated service. Bell Aliant reserves the right to terminate the service upon refusal from the CUSTOMER to migrate. The CUSTOMER agrees to indemnify, defend and hold harmless Bell Aliant and any other CUSTOMER of Bell Aliant and any Third Party Provider from any and all claims resulting from the CUSTOMER's use of the Service provided by Bell Aliant. Bell Aliant shall be entitled to participate in the defence and settlement of any such claim. The terms of this section will survive any termination of this Agreement. Bell Aliant reserves the right to define abuse of the Service which may consist of, but not limited to, impact on one or more of the following: network usage, database links, database size, email storage including storage duration, email spamming, and CPU usage.

5. The CUSTOMER shall inform Bell Aliant and keep Bell Aliant current with any changes to the CUSTOMER's employees, agents or representatives corresponding with Bell Aliant.

5- Fees

1. The CUSTOMER shall pay Bell Aliant a non-recurring set-up fee and a monthly recurring fee (together, the "Fees") as set forth in the Final Package Details available on Bell Aliant.net. The non-recurring set-up fee will be charged upon registration and the recurring monthly fee will be invoiced to the CUSTOMER and payable within 30 days of the invoice date. Invoiced amounts not paid within such a period are subject to a late payment charge of 1% per month.

2. Some service upgrades might also incur a one time charge to be invoiced to the CUSTOMER in the following billing cycle.

3. The Bell Aliant billing cycle begins on the 1st of each month.

4. The CUSTOMER acknowledges and agrees that the invoices for the Fees related to the Services may be submitted and produced electronically or on paper.

If after 60 days following the due date, the CUSTOMER's account remains outstanding, Bell Aliant may suspend the service and put the CUSTOMER's website into 'archive' mode. Bell Aliant may erase all Customer archived files following a further period of 60 days after such suspension of service. Bell Aliant will not be responsible for any errors, loss of information or any other mishap that may occur as a result of such actions. Retrieval of the Customer's website from the archive will be on a best effort basis. Users attempting to access the site during the archive period will view an error or substitute message window until the account is settled. The message will be technical in nature (eg. Error, unavailable) but will not reflect the origin or reason of the cause.

5. Any payments made to Bell Aliant by cheque shall be sent to the address as it appears on the Bell Aliant.net website or as specified by the Bell Aliant Business Office.

6- Payment of fees for domain registration

If Bell Aliant initiates a new Domain Name Registration and/or transfers an existing Domain Name Process on behalf of the CUSTOMER as a result of a special promotion offered by Bell Aliant, the CUSTOMER agrees that all subsequent Domain Name registrations and renewals, after the initial registration period, will be the responsibility of Bell Aliant. Bell Aliant reserves the right to charge new CUSTOMERs for Domain registration and/or Service charges unless specified in the promotion.

7- Term and Termination

1. According to the selection made by CUSTOMER when ordering the Service, this Agreement is either i) a month to month Agreement, or, ii) a twelve (12) month Agreement.

2. Either party may terminate this Agreement on thirty (30) days prior written notice (by Fax or mail) if it is a month to month Agreement.

3. The CUSTOMER may terminate this Agreement without cause prior to its end if it is a twelve (12) month term Agreement, by giving Bell Aliant thirty (30) days written notice (by Fax or mail), however, Bell Aliant will not refund any Fees paid in advance for the unexpired portion of the term, which Fees will represent liquidated damages and not a penalty.

4. Bell Aliant may immediately terminate the Service for reasonable cause, including but limited to (i) non-payment of overdue invoices to Bell Aliant; (ii) the CUSTOMER committing an act of insolvency or being involved in any proceeding, either voluntary or involuntary, under laws affecting creditor's rights or the appointment of a receiver, or otherwise not meeting Bell Aliant's credit requirements; (iii) violation of or non-compliance with any of the provisions of this Agreement or the Internet Use Policy; (iv) Bell Aliant ceasing to offer the Service. In the event of default by the CUSTOMER, any and all payments required to be made to Bell Aliant by the CUSTOMER shall be due and payable immediately. Termination of this Agreement shall not relieve the CUSTOMER from any liability, including amounts owing, accrued prior to the time that such termination becomes effective.

5. Bell Aliant may delete all information in the CUSTOMER's account including the order processing information, databases, mailing lists and any Web pages that were generated by the Service, upon termination of Service.

8- Indemnity

The CUSTOMER acknowledges that Bell Aliant does not own or have any control over the content, availability, accuracy, security or any other aspect of any information, including, without limitation, personally-identifiable information, data, files, pictures or content in any form or any type, (collectively, the "Information") accessible or may be available to or by the CUSTOMER or its end users through the use of the Services nor does Bell Aliant monitor the use of the Service by the CUSTOMER or its end users, and except as provided herein, has no control over the CUSTOMER's or end users' use of the Service. The CUSTOMER shall indemnify, defend and save Bell Aliant, its agents, suppliers and subcontractors harmless from and against all loss, liability or damages of any type and expense, including reasonable counsel Fees, arising from any and all claims by any third party, including end users and distributors ("Third Parties"), in connection with the use of the Service (and related equipment and software) or transmission of the Information by the CUSTOMER or any Third Party or any disclosure by any means of personally-identifiable or confidential information provided by Third Parties to the CUSTOMER and that the CUSTOMER was under an obligation not to disclose or the CUSTOMER's failure to comply

with its obligations under this Agreement. Bell Aliant shall be entitled to participate in the defence and settlement of any such claim. This indemnity shall survive termination of this Agreement.

9- IP Addresses

Bell Aliant will assign the CUSTOMER an Internet Protocol address, which will remain under the control and ownership of Bell Aliant. The CUSTOMER will have no right to use the Internet Protocol address except as allowed by Bell Aliant and Bell Aliant reserves in its sole discretion the right to change or remove any and all IP numbers and addresses. Note: It is recommended for CUSTOMERS to use their DNS name for scripts and other automated tasks and not the IP address as it may change.

10- Warranty

1. Bell Aliant does not warrant uninterrupted or error free Service and that Bell Aliant does not warrant the content, availability, accuracy or any other aspect of any information including, without limitation, all data, files and all other information or content in any form or of any type, accessible or made available to or by CUSTOMER or its end users through the use of the Service. Bell Aliant shall be permitted from time to time to interrupt the Services in order to provide maintenance to the Service.

2. The warranties provided in this Agreement are in lieu of all other warranties and conditions. The CUSTOMER hereby waives all other warranties and conditions, express, implied or statutory, including any warranty of merchantability, fitness of a particular purpose, noninfringement or availability or reliability of the Service.

11- Limitation of Liabilities

1. BELL ALIANT'S LIABILITY AND THE CUSTOMER'S AND END USERS' EXCLUSIVE REMEDY RELATED TO THE NON-PERFORMANCE OF THE SERVICE SHALL BE: (I) REPAIR OR ADJUSTMENT OF THE SERVICE, OR (II) WHERE REPAIR OR ADJUSTMENT IS NOT PRACTICABLE, AN EQUITABLE CREDIT NOT TO EXCEED THE CHARGES INVOICED TO THE CUSTOMER FOR THE PORTION OF THE SERVICE WHICH WERE NON-PERFORMING. FOR ANY OTHER CLAIM, BELL ALIANT'S LIABILITY, IF ANY, TO THE CUSTOMER AND END USERS FOR DAMAGES RELATED TO USE OF THE SERVICE FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF ACTION, SHALL BE LIMITED TO THOSE ACTUALLY PROVEN AS DIRECTLY ATTRIBUTABLE TO BELL ALIANT AND SHALL IN NO EVENT EXCEED THE TOTAL IN AGGREGATE MONTHLY CHARGES PAID BY THE CUSTOMER DURING THE PERIOD THE SAID DAMAGES WERE INCURRED, NOT TO EXCEED THREE (3) MONTHS. UNDER NO CIRCUMSTANCES WILL BELL ALIANT, ITS AGENTS, SUPPLIERS OR SUBCONTRACTORS BE LIABLE TO CUSTOMER OR THIRD PARTY FOR ANY INDIRECT INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, EXPENSES, COSTS, LIABILITY, LOSS, OR DAMAGE WHATSOEVER, WHETHER ARISING IN NEGLIGENCE, TORT, STATUTE, EQUITY, CONTRACT, COMMON LAW, OR ANY OTHER CAUSE OF ACTION OR LEGAL THEORY. CUSTOMER AGREES, ACKNOWLEDGES AND CONFIRMS THAT THE LIMITATIONS OF LIABILITY SET OUT IN THIS SECTION ARE FAIR AND REASONABLE IN THE COMMERCIAL CIRCUMSTANCES OF THIS AGREEMENT AND THAT BELL ALIANT WOULD NOT HAVE ENTERED INTO THIS AGREEMENT BUT FOR CUSTOMER'S AGREEMENT TO LIMIT BELL ALIANT'S, ITS AGENTS', SUPPLIERS' AND SUBCONTRACTORS' LIABILITY IN THE MANNER, AND TO THE EXTENT, PROVIDED FOR HEREIN.

2. FOR GREATER CERTAINTY, BELL ALIANT, ITS AGENTS, SUPPLIERS OR SUBCONTRACTORS SHALL NOT BE LIABLE FOR ANY LOST PROFITS, ANTICIPATED REVENUE, LOSS OF DATA, LOSS OF USE OF ANY INFORMATION SYSTEM, LOST BUSINESS REVENUE, FAILURE TO REALIZE EXPECTED SAVINGS OR ANY OTHER COMMERCIAL OR ECONOMIC LOSS OF ANY KIND WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PROVISION OF THE SERVICE, EVEN IF BELL ALIANT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS.

3. BELL ALIANT ASSUMES NO LIABILITY ARISING FROM (I) THE USE OF THE SERVICE FURNISHED BY BELL ALIANT IN COMBINATION WITH SERVICE, PRODUCTS OR EQUIPMENT PROVIDED BY CUSTOMER OR ANY THIRD PARTIES AND (II) THE FAILURE BY THE CUSTOMER TO PERFORM ITS OBLIGATIONS.

12- Force Majeure

Except for payment obligations, if the performance of this Agreement is interfered with, in whole or in part, by circumstances beyond the reasonable control of either party including, without limitation: fire, explosion, power failure, earthquakes, floods, acts of God, war, revolution, civil commotion, acts of public enemies, law, order, regulation, ordinance or requirement of any government or its representative or legal body having jurisdiction, or labour unrest such as strikes, slowdowns, picketing or boycotts, then the party affected shall be excused from such performance on a day-by-day basis to the extent that such party's obligations relate to the performance so interfered with; provided that the party so affected shall use commercially reasonable efforts to expeditiously remove such causes of non-performance.

13-Customer Information.

Except where compelled by law, Bell Aliant shall maintain all non-public information obtained in connection with this Agreement regarding the CUSTOMER and its end users in confidence and shall not disclose same to any other entity other than in connection with: (i) facilitating the provision of the Service hereunder, or (ii) the enforcement of this Agreement

14- Proprietary Rights.

Title to the Service, including all related software, hardware and documentation provided by Bell Aliant and used by the CUSTOMER or its end users hereunder shall at all times remain with Bell Aliant and the CUSTOMER and its end users hereby acknowledge that they do not acquire any title or property rights in the Service or the intellectual property related thereto.

15- Domain name registrations

Please be advised that your use of the Service is governed by certain terms and conditions that are set out here www.support.BellAliantwebhosting.net. Further, these terms and conditions specifically require you to agree to certain terms and conditions with respect to our third party suppliers. Specifically, the Canadian Internet Registration Authority ("CIRA") requires that all registrants of ".CA" domain names agree to the terms and conditions of the CIRA domain name registry. A copy of these terms is available here: http://www.cira.ca/en/cat_Registration.html and here: http://www.cira.ca/en/cat_Dpr.html. Your use of the Service in any way (specifically including using your username or login) constitutes your acceptance of these CIRA terms and conditions. If you do not agree with the CIRA terms and conditions, your sole remedy will be to notify Bell Aliant immediately and Bell Aliant will cancel the applicable domain name registration and you will be subject to any applicable termination charges for such cancellation.

16- Entire Agreement

General Provisions

1. Amendment : Except as otherwise provided, the only party that may amend this Agreement is Bell Aliant.
2. Assignment : CUSTOMER may not assign this Agreement without the prior written consent of Bell Aliant. Any attempted assignment by CUSTOMER without such prior written consent shall be void.
3. Entire Agreement : This Agreement constitutes the entire agreement between the CUSTOMER and Bell Aliant with respect to the subject matter, merging and superseding all prior agreements, understandings and representations on the subject matter. It is expressly agreed that if the CUSTOMER issues a purchase order or other document for the Service, such instrument will be deemed to be for the CUSTOMER's internal use only and any provisions contained therein shall not amend or be used in interpreting this Agreement.
4. Enurement : This Agreement shall be binding upon and enure to the benefit of Bell Aliant and the CUSTOMER and their respective successors and permitted assigns.
5. Governing Law and Venue : This Agreement shall be governed by and interpreted according to the laws in force in the Province of Nova Scotia and the laws of Canada applicable therein, without regard to the conflict of laws provisions thereto. The parties consent to the exclusive jurisdiction of the courts of, and venue and situs in Halifax, Nova Scotia according to the applicable governing law.
6. Interpretation : In this Agreement, the headings are for convenience of reference only and shall not affect its construction or interpretation.
7. Non Waiver : No waiver of any term or provision or of any breach or default shall be valid unless in writing and signed by the party giving such waiver, and no such waiver shall be deemed a waiver of any other terms or provision of any subsequent breach or default of the same or similar nature.
8. Notice : All notices provided for shall be given in writing and transmitted by personal delivery, electronic mail or fax, to the address set forth when the CUSTOMER registers, upon which it shall be deemed delivered upon receipt to the party mentioned in the address.
9. Severability : The invalidity, illegality or unenforceability of any one or more provisions of this Agreement shall not affect or impair any other provisions of this Agreement.
10. Language : This Agreement has been drawn up in English at the request of the parties. Les parties ont convenu que la présente entente soit rédigée en anglais.

Additional Information

File Uploads

For the upload of files and content on his hosting space, the CUSTOMER must retain a copy of the Web site. The CUSTOMER is entirely responsible for the upload and maintenance of the Web site; Scripts

The scripts are entirely the CUSTOMER's responsibility, i.e. provisioning, upload, management and troubleshooting (unless server related);

CUSTOMER may use its own scripts on the server without Administration approval. If the scripts are in any way affecting the servers, Bell Aliant may disable the scripting, and notify the CUSTOMER. The CUSTOMER must then recode the script and prove to Bell Aliant that the script will not negatively impact the server. Upon confirmation, Bell Aliant will then re-enable the script. If the problem persists, services will be terminated for that CUSTOMER and will not be re-enabled.

More specifically, if a script is found to over-utilize the server in any way, CGI access will be disabled and the scripts will be rendered useless. It is then the responsibility of the CUSTOMER to fix the script and prove that there has been a change. Once Bell Aliant

receives the details of changes in writing, Bell Aliant will turn the scripting back on (usually takes about 3 days). If the script is not fixed, CGI access will be turned off indefinitely.

Scripts should be enabled to access files or directories within their own root level. Nothing will be "registered to the server" under any circumstance. If a script does not work because of calling outside its directory, Bell Aliant will not assume responsibility or offer aid: it is the CUSTOMER accountability to troubleshoot the script;

Order Cancellation

If the CUSTOMER cancels the order before 15 days (between order date and cancellation date), no fee will be charged to the CUSTOMER.

If the CUSTOMER cancels the order after 15 days (between order date and cancellation date), and the CUSTOMER cannot be held entirely accountable for the delay of order fulfillment, no fee will be charged to the CUSTOMER.

If the CUSTOMER cancels the order after 15 days (between order date and cancellation date), and the CUSTOMER is completely accountable for the delay of order fulfillment, the fees calculated during sign-up, one time service and monthly, will be charged to the CUSTOMER. If the CUSTOMER has acquired the product during a promotion (e.g. no sign-up fees or service charges waived), only the monthly fees will be charged.

DIGITAL CONTENT LICENSE AGREEMENT

PLEASE READ CAREFULLY BEFORE DOWNLOADING THE DIGITAL CONTENT (AS DEFINED BELOW).

THIS LICENSE AGREEMENT CONSTITUTES A LEGAL AGREEMENT BETWEEN YOU AND BELL ALIANT, A BRAND OPERATED BY BELL CANADA ("WE" OR "US"), A PROVIDER OF RETAIL WEB HOSTING, E-MAIL, ELECTRONIC COMMERCE, AND DOMAIN NAME SERVICES ("SERVICES").

WE ARE NOT IN A POSITION TO OFFER GUIDANCE ON EACH INDIVIDUAL USE OF THE DIGITAL CONTENT. PLEASE CONSULT INDEPENDENT LEGAL RESOURCES IN CASES WHERE YOU ARE UNCERTAIN ABOUT INTENDED USAGE. SUPPLEMENTARY RIGHTS MAY NEED TO BE ACQUIRED IN SOME CASES.

A. ACCEPTANCE:

1. YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS SET OUT IN THIS LICENSE AGREEMENT;
2. IF YOU ARE ACCEPTING ON BEHALF OF A COMPANY, YOU REPRESENT AND WARRANT TO US THAT YOU HAVE FULL AUTHORITY TO BIND SUCH COMPANY; AND
3. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, DO NOT DOWNLOAD THIS DIGITAL CONTENT.

B. LICENSE:

1. Through our Services, you will be provided with objects including their API's as well as images, photographs, templates, animations, video, audio, music, text and "applets", and "online" or electronic documentation (together called the "Digital Content").
2. You may use, modify and publish the Digital Content in accordance with the terms of this License Agreement.
3. Any supplemental software code and supporting materials provided to you as part of support services for the Digital Content shall be considered part of the Digital Content and are subject to the terms and conditions of this License Agreement.
4. The copyright and all other rights to the Digital Content shall remain with our licensors.

C. PERMITTED USE OF DIGITAL CONTENT:

YOU MAY incorporate the Digital Content into your own original work and publish your work in a web site provided that:

1. The Digital Content is incorporated for viewing purposes only and no permission is given to download or save the Digital Content for any reason; and
2. You continue to pay for our Services.

D. UNAUTHORIZED USES OF DIGITAL CONTENT:

YOU MAY NOT:

1. Post web pages containing the Digital Content on servers other than those owned or operated by Bell Aliant or our suppliers;
2. Use the Digital Content for any purpose, if you no longer pay for our Services;

3. Use the Digital Content to create printed or "hard copy" documents;
4. Use the Digital Content in electronic format, on-line or in multimedia applications unless the Digital Content is incorporated for viewing purposes only and no permission is given to download or save the Digital Content for any reason;
5. Use the Digital Content in Web page design whereby the Digital Content is in a format designed or intended for storage or re-use by others;
6. Use or permit the use of the Digital Content or any part thereof as a trademark or service mark, or claim any proprietary rights of any sort in the Digital Content or any part thereof;
7. Use the Digital Content with images of identifiable individuals, products or entities in a manner that suggests their association with or endorsement of any product or service;
8. Create scandalous, obscene, defamatory or immoral works using the Digital Content, nor use the Digital Content for any other purpose which is prohibited by law;
9. Translate, reverse engineer, decompile, or disassemble the Digital Content;
10. Rent, lease, assign, transfer or redistribute the Digital Content or a copy thereof, to another person or legal entity; or
11. Use the Digital Content or make copies of it except as permitted in this License Agreement.

E. TERM:

1. This License Agreement shall remain in effect only for so long as you:
 - i. Are in compliance with the terms and conditions of this agreement; and
 - ii. Pay for the Services provided by [CUSTOMER NAME].
2. You agree, upon termination, to cease using and destroy all copies of the Digital Content.
3. Section D above and the Limitations of Warranties and Liability set out below shall continue in force even after any termination.

F. LIMITATION OF WARRANTIES AND LIABILITY:

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