

## FIBE SERVICES TERMS & CONDITIONS

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

'Bell Aliant' includes Bell Canada (of which Bell Aliant is a division) 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.

### PURCHASING, PAYING FOR, AND CANCELLING SERVICE

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1. 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.
2. 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 \$20 for each month remaining in the term, 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.
3. 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.
4. If a service call is required to restore service which has been terminated for non-payment, a service restoration charge will apply.
5. 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"
6. Any questions or discrepancies regarding invoice charges must be reported to Bell Aliant within 90 days of the billing date. Failure to contact us within this time period will constitute acceptance of all charges.

### USING FIBE INTERNET SERVICE

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7. 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.
8. Any software or other computer program provided to the Customer remains the property of Bell Aliant and/or its suppliers and may not be copied in whole or in part. Bell Aliant may add or remove software, computer programs, documentation, and any other content made available in association with the Service without prior notice or liability to the Customer.
9. 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.
10. The Customer will abide by the [Internet Acceptable Use](#) for Fibe Internet policy in using the Internet Service or Bell Aliant email.
11. 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.

### USING EMAIL

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12. 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.

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## USING FIBE TELEVISION SERVICE

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13. Customer will only access the TV Service from the Bell Aliant supplied connection and set top box. Customer may use Bell Aliant equipment only at the TV Service address identified on Customer's invoice.
14. Customer agrees to pay all charges related to pay-per-use programs ordered from Customer's address, regardless of who places the order for those programs.
15. Any unauthorized attachments to Bell Aliant's cable or equipment, interfering or tampering with Bell Aliant's cable or equipment, and/or unauthorized use of Bell Aliant's signals are prohibited and may constitute theft under the Criminal Code of Canada.
16. Customer agrees not to reproduce by any means any part of the network signal, except as specifically authorized by Bell Aliant in writing; however, Customer may use videotape recorders, personal video recorders or other similar devices for private, non-commercial duplication of video programming.
17. Customer agrees not to participate in the exhibition or distribution of the TV Service in a commercial or public setting or in any location which charges an admission fee, cover charge or like fee.

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## USING FIBE TELEPHONE SERVICE

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18. The Service will not be available during network outages, including during planned hardware or software upgrades. Additionally, if there is a power outage which lasts so long that the battery back-up attached to the equipment at the Customer's premises has been depleted, the Service will not be available. For clarity, an outage in the Service will also impact a customer's ability to contact emergency services during the outage.
19. The Customer is solely responsible for the supply of electrical power necessary for the Service to function. Unless otherwise specified by Bell Aliant, the Customer is responsible to replace the battery when prompted to do so by the battery back-up.
20. The equipment at the Customer's premises may have to be configured in certain ways or maintained in certain locations for the proper operation of the Service, and therefore, the equipment should not be moved, tampered with or relocated.
21. The Customer is responsible to inform all persons who may be present at the Customer's premises, including residents, guests, and other persons, of the limitations described in this section.
22. In addition to the limitations of liability which generally apply to the provision of the Service, Bell Aliant and its providers will not be liable to the Customer or any third party for any inability to use the Service as a result of the limitations described in this section or the Customer's failure to comply with the requirements set out in this section. This includes the inability to contact emergency services if the Service is unavailable.

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## LIMITS ON BELL ALIANT'S LIABILITY

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23. The Customer assumes total responsibility and risk for use of the Service. 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. Bell Aliant does not guarantee uninterrupted Service. Bell Aliant shall not be liable to any customer, user or other person for damages resulting from interrupted Service due to failures or scheduled upgrades on the network, omissions, interruptions, delays, errors or defects in transmission, failures or defects in Bell Aliant's facilities, or any other cause.
24. The Customer will be responsible for all losses or damages to Bell Aliant equipment located on the Customer's premises. If the Customer deliberately or through a lack of reasonable care, causes loss or damage to the Bell Aliant equipment, the Customer may be charged the cost of restoration or replacement of the equipment, with the cost to replace a set top box not exceeding \$300.
25. 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. 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 Service.
26. The Customer will assume total responsibility and risk for the Customer's selection of the self-install option. 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.

## GENERAL TERMS & CONDITIONS

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27. The Customer agrees that Bell Aliant, or other parties acting on its behalf, may collect information necessary to the delivery and maintenance of the Services, which information will be treated in accordance with Bell Aliant's Privacy Policy.
28. 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.
29. All Bell Aliant equipment remains the property of Bell Aliant and may not be encumbered, loaned, leased or sold. The Customer will obtain appropriate insurance coverage for such equipment.
30. 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.
31. These Terms & Conditions are supplementary to any more general Terms of Service that apply to Bell Aliant's Regulated and Unregulated Services. In case of any conflict, these Terms & Conditions apply rather than any more general Terms of Service.
32. Bell Aliant may terminate or amend this Agreement at any time in its sole discretion without notice or liability.