

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