

Bell Aliant Tech Expert

The following Terms and Conditions ("Terms") constitute the contract between you and Bell Aliant detailing your rights and obligations regarding your access to and use of the Tech Expert Service ("Service"), as more fully described below. These Terms govern the use of the Service, whether Bell Aliant provides the Service through a telephone or electronic chat agent or through the Tech Expert website ("Site"). By using the Service, you agree to these Terms.

Changes and Amendments. To the extent permitted by applicable law Bell Aliant may at any time and from time to time amend or modify the Terms or any part thereof or any fees, features or other aspects of the Service. Bell Aliant will give you not less than thirty (30) days notice in advance of the effective date of any amendment or modification to the Terms or any material change to the Service by posting notice of such change on this web page, by sending you notice via email to your Bell Aliant Internet parent email address or to another email address provided by you to Bell Aliant (in which case it is your responsibility to ensure that such email address remains current at all times) or by using any other notice method that will likely come to your attention. To the extent required by applicable law, such notice shall set out the effective date of the amendment or modification, the revisions being made to the Terms or any other related agreement, if applicable, and your remedy in connection with such amendment or change as set out in the next sentence. Nothing in these Terms shall be construed as obligating you to accept receipt of the Service after any amendment or modification is made to the Service or the Terms; however, your sole remedy in the event that you do not wish to accept such amendment or modification (and, if you reside in the province of Quebec, only where such amendment or change increases your obligations or reduces Bell Aliant's obligations) shall be to refuse the amendment or modification and cancel the Service (and terminate the Terms) upon the payment of all outstanding fees or charges which may apply, except where such fees or charges are prohibited by applicable law, in which case such cancellation shall be without cost, penalty or cancellation indemnity. You agree to go to this web page periodically and to review the Terms to be aware of any modifications. Should you continue to use the Service after such change is effective, to the extent permitted by applicable law, such use will be deemed to be your acceptance thereto and you expressly agree that no additional written agreement or express acknowledgement will be required to accept such change. You agree that you cannot change the Terms and, to the extent permitted by applicable law, that no customer service representative or sales representative of Bell Aliant is authorized to vary the Terms in any way, verbally or in writing, unless specifically approved in writing by Bell Aliant.

Description of Service - Scope of Support

The goal of the Tech Expert is to assist you with your computer and home network issues. The Services include assistance in the areas of troubleshooting, installation, and configuration and set up of your computer, common software, and other peripherals such as your printer, scanner, and home-networking equipment. Our technicians will attempt to assist you with issues that come up that are difficult to diagnose across the boundaries of hardware and software. The Tech Expert reserves the right to reduce or expand the scope of support offered by the Service without prior notice to you.

The Tech Expert offers support for those issues that are not covered under the free support provided to you as part of your high speed service monthly charge.

You cannot resell our Service to others or make assistance available outside your family members in the same household.

Due to the complexity of issues our customers may face, the Tech Expert Service is a "best effort" service and does not guarantee resolution of the problem. If your problem should prove more difficult than we can reasonably resolve, we reserve the right, at our discretion, to end further efforts to resolve the problem. Technical problems that arise may be the result of software or hardware errors not yet resolved by the hardware or software manufacturer and some issues may be too complex to fix via the phone or via chat. The Tech Expert has limited proprietary information from vendors, manufacturers and developers and may not have the ability to obtain the proprietary information necessary to resolve a specific technical problem. In all situations, our technical staff will encourage the best practice of backing up information before proceeding. We may, but are not required to, decline to proceed with problem resolution if we feel that adequate back-up steps are not being taken by you.

Since our advice to you may include steps that you will need to take before the problem can be resolved such as buying cables or cords, acquiring software, etc., we will keep your ticket open so that it can be referenced again when you are ready to go the next step. If you cannot, or choose to not, pursue the course of action we recommend, we will consider the ticket closed.

No Entitlements: You understand and agree that subscription to the Service does not include free upgrades of existing software, operating systems, or applications. Further, use of this Service does not constitute a license to use software, applications or equipment that we are troubleshooting. The Tech Expert does not provide any such upgrades or licenses through this Service. Those licenses and upgrades are solely your responsibility and you must acquire them from the appropriate sources. We do not assist with computer programming or development support. Moreover, this is not a hardware warranty service. The Tech Expert will not replace broken equipment as part of the Service.

Supported Products: See the following link for a list of supported products: http://aliant.bell.ca/Bell_Internet/Products/Bell-Tech-Expert/Support_options.tab??tab-component

Subscription and Cancellation

Prices for the service and the different subscription and promotional offers are explained to you at the time of purchase. Upon subscription, you will receive an email confirming your subscription. When your subscription is confirmed, the applicable charge will be added to your Bell Aliant bill each month until cancellation. You may cancel your account by calling Bell Aliant at 1-888-214-7896. You agree to pay all fees and charges specified when you ordered your Service, and as detailed in the confirmation email, including any recurring and nonrecurring charges, taxes, fees and assessments applicable to the Service and the associated equipment (including but not limited to applicable installation and termination charges, if any). The Tech Expert may, upon notice required by applicable laws, at any time change the amount of or basis for determining any fee or charge or institute new fees or charges for the Service. All fees and charges are payable in accordance with billing terms in effect at the time the fee or charge becomes payable.

Your initial subscription is for one month's service; you may cancel at any point during the first month of service but will be charged for a minimum of one month's service. You may cancel your account by calling Bell Aliant at 1-888-214-7896. If you choose to cancel your subscription and still have an open issue with the Tech Expert, the Tech Expert agrees to assist you with the same issue, should the same problem occur again, for the remainder of the day the call was received and the following 5 calendar days (within hours of operation) without you incurring any additional charges.

Representations by Customer

You represent that you are a legal license holder of the software on your machine. We will not assist you if you are not the legal license holder. You further represent that you are the owner of any hardware or network devices you request the Tech Expert to assist you with.

If you are an individual, you must be an adult of at least 18 years of age to subscribe to the Service and by requesting the Service, you confirm you are an adult of at least 18 years of age.

All information that you provide to the Tech Expert must be accurate, including your name, address, email address or any other Service payment information required by Bell Aliant. You further represent that you are authorized to bill the charges to Bell Aliant.

Privacy

This Service will be subject to Bell Aliant's privacy policies. If we work with you on any password or other access control oriented problems, we strongly recommend that you reset such passwords(s) immediately following the completion of the Service. See the following links for information: <http://bellaliant.bell.ca/privacy-security/privacy>

Disclaimer of Warranties

Your use of the service, this site and the information on this site is at your own risk.

Bell Aliant makes no warranty that (i) the service and/or site will meet your requirements, (ii) the service and/or site will be uninterrupted, timely, secure, or error-free (iii) the results that may be obtained from the use of the service and/or site will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the service and/or site will meet your expectations, and any errors in the service and/or site will be corrected.

Bell Aliant does not warrant that the site will operate error-free or that this site and its server are free of computer viruses and other harmful goods. If your use of the services, the site or the materials results in the need for servicing or replacing equipment or data, Bell Aliant is not responsible for those costs.

No advice or information, whether oral or written, obtained by you from Bell Aliant or through or from the service and/or site will create any warranty not expressly stated in these terms.

Except as may be otherwise specifically provided in these terms, the services, the site, the contents therein, and any materials are provided "as is" and "as available," and all warranties, express or implied, are disclaimed, including but not limited to, any implied warranties of merchantability, quiet enjoyment, non-infringement and fitness for a particular purpose.

Limitation of Liability

You expressly understand and agree that Bell Aliant and its directors, officers, employees and agents, as well as any Bell Aliant parent, affiliate or subsidiary company, shall not be liable for any indirect, special, incidental, exemplary or consequential damages (including damages for loss of business, loss of profits, loss of data, loss of use, goodwill or other tangible intangible losses (even if Bell Aliant has been advised of the possibility of such damages) arising out of (a) the use of the services, (b) the content on the site, (c) web sites linked to this site and the content, goods and/or services provided therein (d) any decision made or action taken by you in reliance upon the information within or content of, the site or otherwise provided in connection with the services, and/or (e) the inability to use the services, including but not limited to the site and content contained therein (including, but not necessarily limited to, loss of profits, goodwill or savings, downtime, damage to or replacement of programs and data), whether based in contract or tort (including negligence), product liability or otherwise (but excluding claims arising out of personal injury or death) even if advised of the possibility of such damages.

Bell Aliant's total liability arising out of the services, or from Bell Aliant's negligence or other acts or omissions, if any, shall be, at Bell Aliant's sole discretion and option, to (a) reperform the services, or (b) refund the charges and fees paid for the service giving rise to claim, if any. The remedies for a failure or breach of such limited warranty are exclusive and you agree that under no circumstance will Bell Aliant be liable to you for any more than what you paid for the service.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to you. The provisions of this paragraph will survive any termination of this agreement.

Indemnification

You agree to indemnify, hold harmless and release Bell Aliant, its parent, affiliate and subsidiary companies and their directors, officers, employees and agents, from and against any and all liabilities, claims, damages, costs and expenses, including reasonable attorney's fees, arising from or related to your use of the Service and/or the Site.

Bell Aliant Internet Acceptable Use Policy

Your use of this Service and/or the Site is subject to your compliance with Bell Aliant's Internet Acceptable Use Policy or the Internet Acceptable Use for Bell Aliant Fibe™ Internet Policy (as applicable) (the "Acceptable Use Policies") which outlines our policies on network abuse. Please read the Acceptable Use Policies which are available at http://aliant.bell.ca/Styles/common/all_languages/all_regions/pdfs/BELL_ALIANT_ACCEPTABLE_USE_POLICY_EN.pdf and http://aliant.bell.ca/Styles/common/all_languages/all_regions/pdfs/BELL_ALIANT_FIBE_ACCEPTABLE_USE_POLICY_EN.pdf. You agree that a violation of the Acceptable Use Policies constitutes a violation of these Terms and may result in loss of your service. Please be advised that the terms of the Acceptable Use Policies may change at any time and without prior notice; you are responsible for informing yourself of any changes to the Acceptable Use Policy by periodically consulting http://aliant.bell.ca/Styles/common/all_languages/all_regions/pdfs/BELL_ALIANT_ACCEPTABLE_USE_POLICY_EN.pdf and http://aliant.bell.ca/Styles/common/all_languages/all_regions/pdfs/BELL_ALIANT_FIBE_ACCEPTABLE_USE_POLICY_EN.pdf. If you have any questions about the Acceptable Use Policies, do not hesitate to contact Bell Aliant via e-mail abuse@bellaliant.ca.