

Bell Terms and Conditions of Wireless Service

Thank you for selecting Bell Mobility Inc. ("Bell") as your wireless service provider. The following terms and conditions of service (the "Terms of Service") are needed for legal reasons and are part of your service agreement (the "Agreement") that governs your relationship with Bell (sometimes referred to as "us" or "we"). The Agreement is binding on you and us for each Device and for the Services you receive from us.

1. Definitions

Early Termination Fee (or ETF): The fee you must pay us if we or you terminate the Services and/or this Agreement, before completing a Committed Service Period, or if you do not activate the Device within 45 days of its purchase date. The ETF is the greater of (i) 100\$ or (ii) \$20 per month remaining in the Committed Service Period on termination up to a maximum of \$400. Other early termination fees may apply to special offers or promotions, as notified to you at or before the time you subscribe to the offer or promotion. The ETF and these other early termination fees are a genuine pre-estimate of damages Bell will incur due to the early termination of the Services and not a penalty.

Change Fee: The fee posted on the website www.bell.ca from time to time that you must pay us if you change your Services from the plan that you originally committed to at the time of activation of the Services. The Change Fee is a genuine pre-estimate of damages Bell will incur due to the change and not a penalty.

Committed Service Period: The period of 30 days, 12 months, 24 months, 36 months, or any other period offered by us and selected by you during which you choose to commit to receive Service for a Device, starting on the date Service for that Device is activated.

Devices: Any wireless communication device, including a mobile phone, pager, camera or video phone, data device, wireless modem or air card, handheld computer or other communicator, and any replacements or upgrades of these, that are intended for use with the Services.

e9-1-1 Services: Any emergency services that we are required to provide.

Long Distance Charges: The charges you must pay for establishing long distance connections with your Device, including charges for foreign taxes Bell must pay in providing for long distance services provided to you.

Roaming Charges: The charges you must pay when the communication made with your Device is routed to another provider's network, including foreign taxes Bell must pay in providing roaming services to you.

Service or Services: The wireless voice, data and other services provided by or through Bell, including monthly access, system access, local plans, airtime, data network access, data usage, e-911 Services, 411 services, voicemail, call display, conference calling, other features, long distance and roaming services, 10-4 services, paging services, text, picture, video or other multimedia messaging, content, downloads, applications, browser usage, Wi Fi hotspot usage, other usage, wireless payment and other transactions, number transfers, data support, client care, activation, programming, changes (such as account transfer or change to other rate plans), upgrades and administration (such as for NSF cheques and reinstatement after suspension and collection efforts) and re-connection.

System Access Fee: The fee that may be charged to you to help recover the costs associated with operating and maintaining a wireless network, including costs for ongoing maintenance, new equipment installations and technology upgrade. It is not required by nor collected for the government.

Term: The period starting on the date Service is activated for a Device and ending on the termination of this Agreement.

2. Services. Services are available in Bell's and its roaming partners' coverage areas on compatible devices where technology permits. To maintain or improve the Services, or for other business reasons, Bell and its roaming partners may make changes to the Services, network or other facilities (including changes in and replacement of technology), and Bell and its roaming partners may enlarge, reduce or change their coverage areas at their discretion, without notice, and are not liable for any changes in your ability to use the Services or the Device, including compatibility issues with any Device, as a result of such changes. If you roam in a roaming partner's coverage area you are also subject to the terms and conditions of the roaming partner including any limitation or exclusion of liability. When you request access to or downloads of content or applications, Bell also provides you data transport services (for which additional data charges are payable at Bell's then current standard rates) and roaming and long distance services (for which Roaming Charges and Long Distance charges are payable) as required to access the content or applications. We may charge you for having a client care representative complete a transaction which can be completed over the telephone, online or through other automated means available to you. You will be advised in advance before you incur these client care charges.

3. Pricing. We will not increase your basic monthly voice plan charge or out-of-bundle airtime charge during any Committed Service Period, as long as you remain qualified to receive your chosen plan and Services throughout the Committed Service Period. If at any time you no longer qualify to receive a plan or the Services at the fees offered to you (for example, if you no longer qualify for a corporate plan or an employee plan, due for instance to termination of employment or termination of a corporate plan) then Bell may transfer you to a comparable

Service and plan, at the appropriate fees and charges for which you then qualify, and you accept same. During the Term we may increase other fees (including the System Access Fee), and charge additional fees, after giving you 30 days advance notice. Any promotional and upgrade offers are offered at our discretion for limited periods of time.

4. Protection of your privacy. All information that Bell keeps about you is confidential, other than publicly available information such as your name, address and listed telephone number. Unless you provide express consent or disclosure is pursuant to a legal power, Bell will not disclose your personal information to anyone other than to:

- i) you;
- ii) a person who, in our reasonable judgment, is seeking your personal information as your agent;
- iii) another telecommunications service provider to provide you with efficient and cost-effective telecommunications service;
- iv) another company to supply you telephone or telephone directory related services;
- v) a public authority if it appears there is imminent danger to life or property.

Express consent may be taken to be given by you where you provide: written consent; oral confirmation verified by an independent third party; electronic confirmation through the use of a toll-free number; electronic confirmation via the Internet; oral consent, where an audio recording of the consent is retained by Bell; or consent through other methods, as long as an objective documented record of your consent is created by you or by an independent third party.

We also protect your personal information in accordance with the Bell Customer Privacy Policy and the Bell Code of Fair Information Practices, which apply to the Bell Companies, including Bell Canada, Bell Sympatico, Bell ExpressVu, Bell World stores and Espace Bell stores. To view our full Policy and Code, please visit www.bell.ca/privacy.

5. Sharing of Information. By agreeing to enter into this Agreement, you consent to the sharing of account and profile information held about you by each of the Bell Companies with the other Bell Companies to help the Bell Companies better identify your communication and entertainment needs, and to provide you with relevant information, advice and solutions. If you do not wish to have your account and profile information shared by the Bell Companies, please advise Client Care at the addresses or numbers listed below. You understand that without this consent, the Bell Companies will be limited in their ability to provide you with a simplified Bell client experience and to provide you with relevant offers to suit your needs.

6. Credit Information. You also consent to (i) Bell collecting information about your credit history from another Bell Company, credit grantor or credit reporting agency and maintaining and using information about your credit history, to activate your Service and assist in collecting amounts owed by you, and disclosing your Bell credit history to other credit grantors and credit reporting agencies, and (ii) if you are a client of another of the Bell Companies, to receiving one bill for the Service and the services of the other Bell Companies if and when such billing consolidation is available.

7. Your telephone number and Identifiers. You do not own the telephone number or other identifiers that we have provided or assigned to you and we reserve the right to change any of them if required. We will notify you in advance and we will not be liable for any costs, damages or losses associated with this change.

Your telephone number may be automatically transmitted to the person you call, other carriers, or to us. You may permanently block the display by telling us when you activate your service, or on a per call basis at any time by dialling *67 before you dial the desired phone number. If you choose to permanently block your display, you can unblock the display by dialling *82 before you dial the desired phone number.

8. Transferring Your Number to Bell. If you request to transfer a phone number that is currently assigned to you from your existing service provider to Bell, Bell shall make the "transfer-in" request to your existing service provider on your behalf provided that you have the right to make the request. You represent and warrant that you have the right to make the request and you authorize Bell to make the transfer-in request to the other service provider on your behalf and to share your name, telephone, number, address and other personal information relevant to the transfer request with the other service provider. You agree to complete and sign a request form if necessary. You cannot transfer the services of the other service provider, including any features, applications or content, IP address, or any device to Bell. You are responsible to pay all amounts owing on your account with the other service provider, including early termination charges if applicable.

9. Transferring Your Number to Another Service Provider. Provided that your assigned account and phone number are active, then, in connection with the termination of Services with respect to a Device, Bell shall forthwith process a "transfer-out" request for the wireless phone number assigned to you that is made on your behalf by, and received by us from, your new chosen service provider. An Early Termination Fee applicable to the termination of the Services will apply. You shall pay the monthly charges applicable for the 30 days after the transfer is requested, in lieu of the 30 days advance notice required under Section 23 of these Terms of Service. You cannot transfer the Services, including any features, applications or content, IP address, or any Device to your new service provider. We may be required to contact you in connection with a transfer-out request for the purposes of making any adjustments to your rate plan, account, invoicing or services that are required as a result of the transfer-out request or termination of the Services, and you consent to such contact.

Bell is not responsible for any interruption, disruption or disconnection of services associated with the telephone number which is the subject of a transfer request.

10. Warranty. The performance, quality, or suitability of your Device and any accessories or other equipment provided to you in connection with the Service are subject to the manufacturers' warranties and the specifications of Bell for the Device and such equipment, and any extended warranty that you may have purchased. Any extended warranty claims must be made in accordance with the terms of the actual warranty purchased. Your remedy for failure of a Device to meet any applicable warranty is specified in the manufacturer's warranty. For more details on our warranty policies for Devices and other equipment, please visit www.bell.ca/warrantyandrepairs or a Bell retailer. Dealers may have different warranty, repair and return policies.

WE DO NOT WARRANT OR GUARANTEE THAT THE DEVICE, EQUIPMENT OR SERVICES WILL OPERATE ERROR-FREE OR WITHOUT FAILURE OR INTERRUPTION. WE DO NOT WARRANT OR GUARANTEE THE PRIVACY OR SECURITY OF ANY COMMUNICATIONS WHILE YOU ARE USING THE SERVICES, EQUIPMENT OR THE DEVICE.

BELL DISCLAIMS ANY OTHER REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, EXCEPT TO THE EXTENT THAT THIS DISCLAIMER IS EXPRESSLY PROHIBITED BY ANY LAW TO WHICH BELL IS SUBJECT.

Your remedy for failure of a Service to meet any applicable warranty is a refund of charges related to any such failure of that Service lasting at least 24 hours to a maximum of \$20, upon written request approved by us acting reasonably.

11. Updates. To ensure continuity of the Services, the integrity of Bell's network, for proper maintenance of your Device and the Services, or to comply with manufacturers' warranties, Bell may update the software, features and settings on your Device. You agree to and shall permit Bell to make such upgrades and changes as necessary without notice.

12. Pre-Authorized Payment. You expressly authorize Bell to charge your credit card or other pre-authorized payment vehicle the amount of any charges due under your account if (a) you have requested pre-authorized payment via credit card or other pre-authorized payment vehicle, (b) such charges (including any ETF) are outstanding or (c) the Services and this Agreement are terminated. This will constitute Bell's sufficient authority for doing so. You promise that the credit card for which you have provided information to Bell is in your name, is valid and has not expired. You promise to promptly advise Bell if your credit card information changes due to its loss, theft, cancellation or expiry or other reason.

13. Credit and Spending Limit. We may impose a credit and spending limit on your account at any time. The Services may be suspended at any time if your balance, including unbilled usage and pending charges and adjustments, exceeds this limit. Notwithstanding such limit or suspension, you are obligated to pay us any amounts owing in excess of such limit. We may also change your limit at any time. We will give you advance notice if we impose or change a credit and spending limit. If we suspend the Services, you must pay down your account to an amount below your limit before we will re-start the Services. We may charge an administrative fee to re-start the Services. This credit and spending limit will be imposed, in Bell's discretion, as an alternative to any required security deposit, but we are not obligated to impose it.

14. Security deposits. Should your credit rating or usage charges warrant, we may require a refundable security deposit from you at any time during the Term. After 6 months of timely and consistent payments of your account in full, your security deposit will be, at our option, either (a) returned to you, or (b) applied to your account, in either case without interest. Bell may set off against the security deposit, if any, outstanding amounts, fees and charges owed by you to Bell.

15. Payments. You agree to pay all applicable fees, charges and taxes relating to the Services and the Device(s). If you are a Prepaid client please see "Prepaid Services" paragraph below. If you subscribe to a post-paid plan, your monthly bill is payable upon the date of the invoice and if payment is not received by Bell before your next invoice date you will be charged interest on the balance owing at the rate

of two per cent per month (or 26.82% per year) (or such other rate as Bell notifies you in writing), calculated from the date of the invoice. If you are paying by mail or a financial institution, allow adequate time (typically 5 to 7 days) for payment to reach us by the payment date. Your monthly charges will include your monthly fee applicable to your plan (including any data plan) (if you subscribe to a post-paid plan) and all applicable taxes, and your invoice will include charges and fees and applicable taxes for other Services provided to you at Bell's then current standard rates (except as otherwise specified in your Agreement). Long Distance Charges and Roaming Charges may apply to use of the mobile browser and other data applications. Bell reserves the right to require immediate payment in full of amounts, whether billed or not, that are inconsistent with your normal usage pattern. Bell will apply any credits due to you against future charges payable by you under this Agreement, if you notify us within 90 days of receipt of your invoice for which a credit is requested. If you are entitled to a credit from us, you represent and warrant that you have made no separate claim for a refund for the same amount from a financial institution. To correct any payment made by you through electronic means (such as Internet or telephone banking or ATM machine), you must first request your financial institution to make the correction. We may charge you an administrative fee for payments rejected for insufficient funds.

If at the end of any Committed Service Period you continue to receive the Services or keep your Device activated on our network, you will continue to be charged fees and charges in accordance with the Service plan and features you had selected and for all other Services provided to you unless or until (a) you contact us to change your Services (in which case a Change Fee may apply) or (b) such plan or features are no longer available, in which case Bell may transfer you (at no Change Fee and on 30 days notice) to an alternate plan.

16. Prepaid Service. Prepaid clients are also subject to this Agreement, which shall be in effect on a month-to-month basis until your Services are terminated or your Device is deactivated due to inactivity as provided for below. You will not receive a monthly bill or any call or usage detail records. Charges will be deducted from your prepaid account (i) immediately for usage and pay-per-use Services, and (ii) every month for recurring features and services. Charges will include a monthly 9-1-1 fee and System Access Fee. If your account remains at \$0 for an extended period of time (currently 120 days) or such other period as Bell may notify you, your Services and Device will be deactivated. If you wish to reactivate, a re-activation fee may apply and you may be assigned a new phone number. Features and Services may be cancelled or suspended if a negative account balance occurs. Certain prepaid features you subscribe to require a positive balance in your prepaid account to remain active. If you use an automatic top-up program to top up your prepaid account, funds may take up to 48 hours to be deposited in your account. The top-up amount will include an amount to clear any negative balance. For more information about Bell Prepaid Service, please visit our website at bell.ca/wirelessprepaid. Or call 1-888-537-9999 from a landline or #321 from your cellphone. You must provide us with accurate name, address and contact information for notice purposes.

17. Transferring responsibility. You may not transfer your account or Services to anyone else without our prior consent. You must contact our Client Care department and a transfer service fee may be charged. Bell may transfer all or part of this Agreement including any rights in accounts receivable at any time without prior notice or consent.

18. Loss or theft. You shall notify us immediately at the telephone numbers set out below if your Device is lost, stolen or destroyed. You are responsible for the cost of replacing it and for all fees and charges incurred before you notify us.

19. Use of Service. You are responsible to safeguard your Device, and for the use of your Device and the Services by you and any other persons, except as provided under Section 17 above. You shall not use or allow others to use the Service or your Device if such use:

- is for, or results in, any illegal, abusive, annoying or offensive activities, including making available offensive content, the commission or encouragement of a criminal offence, stalking, harassment, spamming, disrupting or interfering with the Internet, any network, computers or other devices, transmission of a virus or other harmful component, defamation, intellectual property infringement, or interference with other clients' service;
- consumes excessive network capacity in Bell's reasonable opinion, or causes our network, or our ability to provide services to others, to be adversely affected;
- is for multi-media streaming, voice over Internet protocol or any other application which uses excessive network capacity that is not made available to you by Bell;
- is to operate an email, web, news, chat or other service.

You shall not threaten, abuse or harass any Bell employee or representative. You shall not commit, attempt, to commit, or allow others to commit or attempt to commit, any fraud against Bell including fraudulently obtaining Services or

Devices, or transforming outbound communications into incoming communications or otherwise fraudulently avoiding applicable charges, and shall not otherwise abuse flat rate or unlimited use plans, or allow others to do so. You shall not resell, transfer, distribute, share or exploit for commercial purposes any Service or engage in or allow any alteration, copying, reproduction of or tampering with electronic serial numbers or other identification, signalling or transmission functions or components of your Device. In addition, you must follow all other service regulations issued or adopted by us. Bell may immediately suspend or terminate all or part of your Services and this Agreement if you breach any of these "Use of Service" provisions.

20. Indemnity. You are responsible for and will indemnify us for all damages, losses, expenses and any action, claim or judgment which may be made against us by anyone in connection with the use of your Device, the Service or your violation of this Agreement.

21. Licenses. You grant us and our suppliers a world-wide, royalty-free, unrestricted license to use, copy, adapt, transmit, display and perform, distribute and create compilations and derivative works from, any and all user content you elect to post in connection with the Service, solely as required for us to provide you the Service and no other purpose. You acknowledge that we may store your user content on our or our suppliers' facilities for the purposes of you accessing such content, or others that you wish to have access such content, but that if such content is not accessed within a certain period of time (not less than 30 days from the last access unless we tell you otherwise) or if your Services terminate, we may delete such content without notice to you. If you upgrade or replace a Device, content including pictures, contacts, music, screensavers, games and ringtones may not be capable of being transferred to the other Device.

By enabling or activating any aspect of the Services, including applications, transactions, downloads, games or other content, you agree to abide by any written end-user license, warranty and other terms and conditions that are made available in connection with the use of such aspects of the Services.

22. Changes to this Agreement and the Service. At any time you may contact us to change your rate plan and other Services. Bell may charge you the Change Fee if you reduce, upgrade or otherwise change your Service from the plan and features for which you originally committed at the outset of the Committed Service Period.

You agree that this Agreement and any fees, charges or other obligations and any features, options, or other aspects of the Services, may be modified, discontinued or terminated by Bell except as otherwise specified in this Agreement. We will notify you by providing 30 days advance notice of any change that affects you. Nothing in this Agreement shall be construed as obligating you to accept receipt of the Services after any change is made to this Agreement, the Services or otherwise; however, your sole remedy in the event of such a change shall be termination of the Services including the payment of any ETF that may apply, upon providing 30 days advance written notice. Should you continue to receive the Services after such change is effective, you expressly agree that no additional written agreement or express acknowledgement shall be required to accept such change and, unless otherwise prohibited by law, you specifically waive any and all statutory requirements for notice and express acceptance of such changes except for those provided in this paragraph. You agree that you cannot change this Agreement and that no oral or written statement or representation of any sales agent, representative or employee of Bell made to you can change this Agreement.

23. Ending your Agreement and Services. You may contact us at Bell Client Care at the numbers provided below to terminate all or part of the Services with respect to a Device, subject to the following:

You may cancel a feature or option. You will be billed the remainder of any applicable monthly charge and any early termination fees applicable to such feature or option in connection with any special offers or promotions.

If you are a prepaid client, you may cancel your Services and this Agreement on 30 days advance notice. There is no ETF. Any balance remaining in your account on termination is non-refundable.

If you are on a monthly post-paid plan, you may cancel your Services and this Agreement on 30 days advance notice. You must pay all applicable early termination fees including the ETF.

We may contact you to end your Agreement and the Services by providing you 30 days advance written notice, or at any time without notice if you do not pay any amount owing when due, including a required deposit, or you otherwise breach any term of this Agreement. You must pay any Early Termination Fee if we end your Agreement and the Services as a result of your non-payment or other breach of the Agreement.

Upon termination of the Services and this Agreement, you must pay in full all charges that are due including any ETF, late payment fees and any outstanding payments, fees and charges owing under this Agreement. This obligation survives termination of this Agreement. Bell will provide a refund of the amount of any credits which remain outstanding (after netting out any amounts payable by you) upon the termination of this Agreement.

You must contact your financial institution to cancel any direct debit and credit card authorizations relating to your account.

24. LIMITS ON OUR LIABILITY. EXCEPT FOR NON-COMPLIANCE WITH APPLICABLE WARRANTIES OR CONDITIONS (IN WHICH CASE OUR ENTIRE RESPONSIBILITY IS SET OUT IN SECTION 10 ("WARRANTY AND RETURN POLICY"), PHYSICAL INJURIES OR DEATH, DAMAGE TO PROPERTY CAUSED BY OUR GROSS NEGLIGENCE, OR OUR BREACH OF SECTION 4 ("PROTECTION OF YOUR PRIVACY"), WE ARE NOT LIABLE TO YOU OR ANYONE USING YOUR DEVICE OR THE SERVICES OR ANY THIRD PARTIES INCLUDING FOR THE FOLLOWING:

- I) DEFECTS, FAILURES OR INTERRUPTIONS IN SERVICE, INCLUDING TRANSMISSION;
- II) ANY DAMAGES, LOSS OF PROFITS, LOSS OF PROPERTY, LOSS OF EARNINGS, LOSS OF BUSINESS OPPORTUNITIES, OR ANY OTHER LOSS, HOWEVER CAUSED, INCLUDING FROM USE OF THE SERVICES OR YOUR DEVICE;
- III) ANY CONTENT TRANSMITTED ON OR RECORDED BY OUR FACILITIES OR OUR SUPPLIER'S, INCLUDING CONTENT THAT MAY BE ILLEGAL, DANGEROUS, DEFAMATORY, OFFENSIVE OR ANNOYING OR WHICH MAY INFRINGE UPON OTHERS' INTELLECTUAL PROPERTY, PRIVACY OR OTHER RIGHTS, OR ANY CONTENT, APPLICATION OR SERVICES PROVIDED TO YOU BY A THIRD PARTY FOR USE WITH YOUR DEVICE OR THE SERVICES, EVEN IF WE BILL YOU FOR SUCH CONTENT, APPLICATION OR SERVICES ON BEHALF OF SUCH THIRD PARTY;
- (IV) ANY VIOLATION BY YOU OF THE AGREEMENT, YOUR NEGLIGENCE, OR ACTS OR OMISSIONS IN CONNECTION WITH THE SERVICES, OR YOUR DEVICE; AND/ OR
- (V) LOSS, THEFT, DAMAGE TO OR UNAUTHORIZED USE OF THE SERVICES, YOUR DEVICE, ANY EQUIPMENT, ANY BELL PREPAID CARDS, VOUCHERS, COLLATERAL, ELECTRONIC RECEIPTS OR THE 2 DIGIT PERSONAL IDENTIFICATION NUMBER;

The following applies when we provide e9-1-1 services. (a) our liability is not limited by the limitations set out below in cases of our deliberate fault, gross negligence or anti-competitive conduct or in cases of breach of contract where the breach results from our gross negligence;. (b) except in cases where our negligence results in physical injury, death or damage to your property or premises, our liability for negligence related to our provision of e9-1-1 services is limited to the greater of \$20 and three times the amount you would otherwise be entitled to receive as a refund for the provision of defective service under this agreement; (c) in addition, in respect of our provision of e9-1-1 services, we are not liable for: (i) libel, slander, defamation or the infringement of copyright arising from material or messages transmitted over our telecommunications network from your property or premises or recorded by your device or your or our equipment; (ii) damages arising out of your acts, default, neglect or omission in the use or operation of the device or equipment we have provided to you; and (iii) any act, omission or negligence of other companies or telecommunications systems when facilities of such other companies or telecommunications systems are used in establishing connections to or from your facilities and device and equipment.

25. Notices. Bell may use e-mail, text messages, telemarketing, phone, direct mail, voice mail or any other method which provides reasonable notice to you, to send you notices and changes under this Agreement and to inform you about products and services from Bell and related Bell companies that we think will interest you. You agree to give us prompt notice of any change of name, address, telephone number or other contact information.

All client care issues should be addressed to the Client Care Department at the telephone numbers or addresses listed below, provided that you must contact us at the phone numbers provided below in order to terminate your Services or this Agreement. All notices of legal proceedings or legal demand letters must be forwarded in writing to Bell Mobility, Law Dept., 5099 Creebank Road, Mississauga, Ontario CANADA L4W 5N2.

26. General. Bell is a federally-regulated undertaking and as such, this Agreement, including all matters relating to its validity, construction, performance and enforcement, shall be governed by applicable federal laws and regulations of Canada, and only those provincial laws and regulations applicable to it in the province in which the address you provided us is located. These terms and conditions are subject to amendment, modification or termination if required by such laws or regulations. If any provision in this Agreement is declared to be invalid or in conflict with any such law or regulation, that provision may be deleted or modified, without affecting the validity of the other provisions. In the event and to the extent of any conflict or inconsistency among or between this Agreement and any other documentation made available to you in connection with the Services or your Device, the terms and conditions of this Agreement shall prevail. This Agreement does not grant any personal or real property rights in the Service. You agree that this Agreement shall be written in the English language. Les parties aux présentes conviennent à ce que ce document soit rédigé dans la langue anglaise. If you are a business, corporation or other entity, then you and the individual user of the Services and the Device shall be jointly responsible for all obligations in this Agreement, individually and together. You represent and

warrant that you are of legal age to enter into an agreement of this kind.

27. AGREE AND ACTIVATE. BY (A) SIGNING THE AGREEMENT, WHICH INCLUDES THESE TERMS OF SERVICE, (B) CLICKING "I AGREE" OR SIMILAR ACCEPTANCE IF THIS AGREEMENT IS PRESENTED TO YOU VIA THE INTERNET, (C) OTHERWISE REGISTERING YOUR CONSENT WITH US (SUCH AS VIA A CLIENT CARE REPRESENTATIVE OR AN INTERACTIVE VOICE RESPONSE SYSTEM) OR (D) ACTIVATING THE SERVICE, YOU AGREE WITH THE TERMS AND CONDITIONS OF THE AGREEMENT, INCLUDING THE LIMITS ON OUR LIABILITY AND AGREE TO CAUSE ALL PERSONS WHO USE THE SERVICES OR DEVICE UNDER YOUR ACCOUNT TO COMPLY WITH THIS AGREEMENT.

IF YOU DO NOT AGREE WITH THIS AGREEMENT, DO NOT PROCEED WITH THE ACTIVATION OF YOUR SERVICE AND PLEASE RETURN THE DEVICE TO US IN ITS ORIGINAL CONDITION WITH ALL INCLUDED ACCESSORIES, MANUALS AND PACKAGING INTACT WITHIN 15 DAYS OF THE PURCHASE DATE.

IF YOU DO NOT ACTIVATE THE DEVICE ON OUR NETWORK WITHIN 45 DAYS OF THE DEVICE PURCHASE DATE YOU WILL BE LIABLE FOR THE EARLY TERMINATION FEE.

You acknowledge that Bell need not sign this Agreement in person and in your presence to have it constitute a valid, binding and enforceable agreement.

28. TO CONTACT US:

By Telephone:

From any phone: 1 800 667-0123

From the United States: 1 800 667-ROAM (7626)

In Person:

200 Boul. Bouchard

Dorval, QC

H9S 5X5

(8:30 a.m. - 5:30 p.m.) EST

5099 Creebank road East/Main entrance

Mississauga, On

L4W 5N2

(8:30 a.m. - 5:30 p.m.) EST