

# Internet Talk Terms of Service

Updated as of July 15, 2008

Internet Talk (also called here “**Service**”) is provided to you by Bell Canada (“**Bell**”) in accordance with applicable decisions rendered or amended from time to time by the Canadian Radio-television and Telecommunications Commission (the “**CRTC**”) and the terms set out below (collectively, the “**Agreement**”). So please take the time to read them carefully.

**IMPORTANT: This Agreement contains important information and limitations concerning your Internet Talk Service. In particular, this Agreement contains important information about the operation of the 9-1-1-type service provided with the Internet Talk service.**

The terms of service are organized as follows:

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## Description of the Internet Talk Service

**What You Can Do with the Service** – The Service only allows you to **make calls out** from the Service, using Internet Protocol with your broadband Internet connection, router and computer, to the Public Switched Telephone Network (“**PSTN**”).

**Allowed Calls** – You can make calls to any phone number located in the list of allowed countries and to the following types of numbers: **(1)** 4-1-1; and **(2)** 1-800/1-8XX. Fees will apply for any call you make including 1-800/1-8XX. To learn about the most current list of countries you can call and rates see [internettalk.bell.ca](http://internettalk.bell.ca).

**Prohibited Calls** – Calling to the following types of numbers is not supported and you are prohibited from making calls to: **(1)** 0 to reach an operator; **(2)** collect calls; **(3)** operator assistance for international calls; **(4)** 6-1-1 repair service; **(5)** 2-1-1, 3-1-1, 5-1-1 and 8-1-1 services; **(6)** 7-1-1 (or 1-800-855-1155) service; **(7)** 310-BELL, 310-SURF or any other 310 Bell Canada phone number; **(8)** star services such as \*69, \*67, \*98; **(9)** 1-900 / 1-9XX numbers; **(10)** Canada Direct services; and **(11)** the following countries: Sao Tome, Principe, Nauru, Cook Islands, Tokelau, Tuvalu, Papua, Guyana and Madagascar. Bell may, without notice, block traffic to or from specific countries, country codes, cities, city codes, local telephone exchanges (NXX exchanges), individual telephone stations, groups or ranges of individual telephone stations, or calls using certain customer authorization codes, whenever Bell deems it necessary to take such action to prevent: **(a)** the unlawful use of Service; **(b)** non-payment for Service; **(c)** the use of Service in violation of this Agreement; or **(d)** network blockage or the degradation of Service furnished to you or other customers.

**Technical Requirements** – To use the Service, you require and must provide at your expense the following: **(1)** a broadband connection; **(2)** a personal computer; **(3)** the equipment necessary to connect the personal computer to the broadband connection; and **(4)** compatible microphone and headset. To learn about the most current technical requirements to use the Service, see <https://internettalk.bell.ca/Product/FAQ.aspx>.

**Loss of Service Due to Power Failure, or Internet Service or Equipment Failure** – The Service does not function in the event of power disruptions or failures, Internet access outages or unavailability and tampering with or otherwise improperly modifying your equipment or software. **In such event, you will also be prevented from dialling to emergency service numbers including the 9-1-1 type dialling feature.**

**Maintenance or Other Service Outages** – Bell may perform maintenance on the Service without notice to you, and during such maintenance periods, part or all of the Service may not work. Neither Bell nor its officers, employees, agents or contractors are liable for any claim by you relating to a maintenance or other service outage, regardless of how such outage was caused and whether it could have been avoided.

## Our Agreement

**You Agree** – These terms govern your use of the Internet Talk Service and it is your responsibility to read and understand them. By accessing the Internet Talk Service you agree to be bound by these terms of service including all limitations of the Internet Talk Service (the “Agreement”).

**Changes to the Agreement and the Internet Talk Service Including Pricing** – Bell reserves the right to modify this Agreement and the Internet Talk Service including its pricing. By continuing to use of the Internet Talk Service following any modification to the Agreement, you fully agree to be bound by the modified Agreement. You may review the terms of service and pricing by accessing your Online Account Manager or going to [http://bell.ca/support/PrsCSrvGnl\\_LegalAndTerms.page](http://bell.ca/support/PrsCSrvGnl_LegalAndTerms.page) for the terms of service and <https://internettalk.bell.ca> for pricing.

**If You Do Not Agree** – If you do not agree to be bound by this Agreement or the modified Agreement, you must refrain from accessing and using the Internet Talk Service.

## Use of the Service

**Available to Canadian Residents** – The Internet Talk Service is available to residents of Canada. Residents of other countries may not register. If you use the Service outside of Canada, you do so at your sole risk, including the risk that: **(1)** you will not have access to emergency 9-1-1 services; **(2)** such use violates local laws in the country where you do so. In these instances you agree to indemnify and hold harmless Bell against any and all liability for any such violations. Bell also reserves the right to terminate your Service immediately if it determines that you are using or attempting to use the Service outside Canada.

**Restrictions on Use of Service** – You shall not: **(a)** use the Services for anything other than your own personal use. You may not resell the Services, receive any charge or benefit for the use of the Services, or share or transfer the Services; **(b)** use the Services or permit them to be used for a purpose or in a manner that is contrary to law, for any illegal purpose, including criminal offences, intellectual property infringement, harassment or interference with network operations; or to make annoying or offensive calls; **(c)** use the Services or permit them to be used so as to prevent a fair and proportionate use by others; **(d)** re-arrange, disconnect, remove, repair, modify or otherwise interfere with any Services, Bell Equipment or Bell facilities; **(e)** attempt to receive any Service without paying the applicable fees and charges; and/or **(f)** use any of the Services in a manner which bypasses, or attempts to bypass, the Service.

**Communication via Email** – You are required to provide an email address for the purposes of receiving communications from Bell relating to the Service, including, without limitation, 9-1-1 type dialling activation or changes. You will maintain such email address at all times so that it is available to receive such messages, and to check and review such messages regularly. Such messages will be deemed to have been received by you upon Bell sending such messages to the email address you designate, whether or not you have actually received or reviewed such messages.

**Windows Live ID and Service Account** – You must have a Windows Live ID to connect to the Service. Your Windows Live ID is then associated with an account you set up with Bell (this account with Bell, the “**Service Account**”). You must provide true and accurate personal information for your Service Account and report all changes to this personal information immediately to Bell. You are responsible for all access to and use of the Service through your Services Account, authorized or not, and all fees. You and only you can access and use your Account without mechanical means including but not limited to the use of automated scripts or taking advantage of errors on the Internet Talk Service. You will have access to information pertaining to your Service through the online account manager (the “**Online Account Manager**”).

**Windows Live ID** – Your Windows Live ID is governed by the Service Agreement between you and Microsoft.

**Other Software** – Your use of any software associated with the Services will be governed by the terms and conditions of the end user license agreement (also referred to as “**EULA**”) accompanying such software such as Windows Live Messenger.

## **Fees and Payment**

**Fees** – You shall pay the Fees associated with your use of the Service, together with any applicable commodity taxes, including all sales, retail, use, goods and services, value-added, excise and similar taxes levied or assessed by any government authority.

**Billing** – Call times for each call are rounded up to the next whole minute and billed in full minute increments. All calls for which we receive answer supervision shall incur a minimum one-minute charge. Answer supervision is a signal sent by the carrier connecting the call to indicate the start of call. Answer supervision is generally received when a call is answered; however, answer supervision may also be generated by voicemail systems, private branch exchanges, and interexchange switching equipment. All calls are calculated using the applicable per minute rate. The total cost of the call is rounded to the nearest whole penny and then deducted from your Service Account balance after the conclusion of each call. Call detail may be viewed online after accessing the Online Account Manager.

**Prepayment with Credit Card** – The use of the Service must be prepaid with a Canadian credit card. You must provide us with a valid credit card number from an issuer acceptable to Bell when the Service Account is activated. You may sign up for either an auto-rechargeable plan, or for a pay as you go plan with manual recharge. Bell reserves the right to stop accepting credit cards from one or more issuers at its sole discretion. If the card expires, you close your account, your billing address changes, or the card is cancelled and replaced for any reason, you must immediately notify Bell so that access to the Service is not suspended. We will bill your credit card for all charges.

**Credit Card Authorization** – If you sign up for an Auto-rechargeable plan, your use of the Service authorizes Bell to charge the credit card account number on file. This authorization will remain valid until you unselect “Allow auto-recharge” box in the Online Account Manager in your profile. Bell may terminate your Service at any time in its sole discretion, if any charge to your credit card on file with Bell is declined or reversed, your credit card expires and you have not

provided Bell with a valid replacement credit card or in case of any other non-payment of account charges. Termination of Service for declined or expired card, reversed charges or non-payment leaves you fully liable to Bell for all charges accrued before termination and for all costs incurred by Bell in collecting such amounts, including but not limited to, attorney's fees and costs.

**Remaining Unused Balance** – Any prepaid balance remaining on your account will be forfeited by you 180 days from the date of your last re-charge of the account

## 9-1-1 Type Dialling

**Not Standard Wireline Telephone 9-1-1 Service, Not Available In All Locations** – You acknowledge and understand that the Service **does NOT support standard wireline telephone 9-1-1 access to emergency services, but rather a limited 9-1-1-type service available only as described herein. You acknowledge and agree that this limited 9-1-1-type service is not available in all areas.** The 9-1-1-type dialling is different in a number of important ways (some, but not necessarily all, of which are described in this Agreement) from standard wireline telephone based 9-1-1 service. You agree to inform any persons who may be present at the physical location where you utilize the Service of the non-availability of standard wireline telephone 9-1-1 dialling from your Service and of the important differences and limitations of the Service's 9-1-1-type service as compared with standard wireline telephone 9-1-1 dialling that are set forth in this Agreement.

**9-1-1-Type Dialling** – Where available as described above, the Service offers a 9-1-1-type dialling service which is different and limited in a number of important ways from traditional 9-1-1 service. You will not be permitted to use the Service unless you have agreed that the Service is subject to this Agreement, and have also, in accordance with specific and distinct documentation provided to you by Bell, acknowledged and expressly agreed to such 9-1-1 differences and limitations. **You acknowledge and understand that when you dial 9-1-1 through the Service, your call will be routed to an operator designated by Bell Canada (an "Operator"). You understand that the Service will NOT automatically provide such Operator with your address/location and any other necessary information, and that you must orally provide the Operator with your specific address/location, together with any other necessary information, and the emergency service(s) that you require (i.e. Police, Fire and/or Ambulance). Once you have successfully provided the Operator with your specific address/location and all other necessary information, the Operator will route your call to the appropriate Public Safety Answering Point (PSAP) corresponding to the address/location you have provided, and you further acknowledge and agree that the call may not be handled by such PSAP in the same way as traditional wireline 9-1-1 services. You are solely responsible for providing the Operator with the correct address/location information and any other necessary information when you dial 9-1-1. If you do not provide the Operator with the correct address/location information, you acknowledge and agree that emergency services may be dispatched to the wrong address, and you further agree to indemnify and hold harmless Bell and its suppliers from any and all claims or actions arising out of any such misrouted 9-1-1 calls.**

**9-1-1-Type Dialling Subject to Outages** – You acknowledge and understand that if there is a Service outage for any reason, including, without limitation, as described elsewhere in this Agreement, such outage will prevent ALL elements of the Service, including 9-1-1-type dialling, from working.

**Network Congestion affects 9-1-1-Type Dialling** – Due to the nature of and constraints on the Service at this time, you acknowledge and understand that there is a greater possibility of network congestion, connection congestion (including as a result of your sharing of your network connection with other devices), and/or reduced speed in the routing of a 9-1-1 type communication made utilizing the Service as compared to standard wireline telephone 9-1-1 dialling over the public telephone networks.

**9-1-1-Type Dialling not available outside of Canada & 9-1-1-Type Dialling for addresses within Canada but outside of Bell Canada's traditional operating territory** – You acknowledge and agree that 9-1-1 calls originating from an address or location outside of Canada cannot be routed to any PSAP or emergency service by the Operator. You also acknowledge and agree that 9-1-1 calls originating from any address or location within Canada but outside of Bell Canada's traditional operating territory will be routed to another operator prior to being routed to the appropriate PSAP. As a result, you acknowledge and agree that delays may occur in the dispatching of emergency services to the correct address, and Bell therefore recommends that customers outside of Bell Canada's traditional operating territory should use a traditional wireline service to call 9-1-1.

It is your responsibility to determine the technology or combination of technologies best suited to meet your emergency services calling needs, and to make the necessary provisions for access to emergency services calling, such as maintaining a wireline phone line as the primary means of completing emergency calls.

## Links to Third Party Sites

Links or advertising included within the Internet Talk Service may let you leave the Internet Talk Service and enter into other website(s) ("**Linked Site(s)**"). The Linked Sites are not under the control of Bell and Bell is not responsible for the content and the resulting actions of any Linked Sites or any link contained in a Linked Site or any changes or updates to such sites.

## Security, Privacy

**The Service utilizes the public Internet and third party networks to transmit voice and other communications. Bell cannot ensure or guarantee privacy for users of the Service. It is therefore recommended that the Service not be used for the transmission of confidential information. Any such use shall be at your sole risk and Bell, its affiliates and its agents and suppliers shall be relieved from all liability in connection therewith. You further acknowledge and agree that the certain privacy safeguards including, without limitation, Universal Call Trace and Per Line Call Blocking, are not available with the Service.** For information on how user information is collected, used and disclosed by Bell, please consult [www.bell.ca/privacy](http://www.bell.ca/privacy). For Windows Live ID, please consult [memberservices.passport.net](http://memberservices.passport.net).

## Limitation of Liability

BELL'S AND ITS PROVIDERS' LIABILITY FOR NEGLIGENCE, BREACH OF CONTRACT, TORT OR OTHER CAUSES OF ACTION, INCLUDING FUNDAMENTAL BREACH, TO THE EXTENT PERMITTED BY APPLICABLE LAW IS LIMITED TO PAYMENT, UPON REQUEST, FOR ACTUAL AND DIRECT DAMAGES OF A MAXIMUM AMOUNT OF THE GREATER OF \$20 AND AN AMOUNT EQUAL TO THE SERVICE FEES PAYABLE DURING ANY SERVICE OUTAGE. OTHER THAN THE FOREGOING PAYMENT AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL BELL (OR ITS PROVIDERS) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES, INCLUDING DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, ECONOMIC, EXEMPLARY OR PUNITIVE DAMAGES INCLUDING LOSS OF DATA, LOSS OF INCOME, LOSS OF PROFIT OR FAILURE TO REALIZE EXPECTED SAVINGS ARISING DIRECTLY OR INDIRECTLY FROM BELL'S (OR ITS PROVIDERS') NEGLIGENCE OR BREACH OF CONTRACT (INCLUDING FUNDAMENTAL BREACH OR OTHERWISE).

Without limiting the generality of the foregoing, Bell is not liable for: **(a)** any actor omission of a telecommunications carrier whose facilities are used in establishing connections to points which Bell does not directly serve; **(b)** defamation or copyright infringement arising from material transmitted or received over Bell's facilities; or **(c)** infringement of patents arising from combining or using customer-provided facilities with Bell's facilities. The limitations of liability set out above

do not apply to damages resulting from physical injuries, death or damage to your premises or other property wholly caused by Bell's negligence.

## Disclaimers

The Service is provided by Bell on an "as is" basis. Bell makes no warranty to you or any other person or entity, whether express, implied or statutory, as to the description, quality, title, non-infringement, merchantability, completeness, or fitness for a particular purpose of the Service provided to you, all such warranties hereby being expressly excluded and disclaimed. Bell does not warrant that the Service will be without failure, delay, interruption, error, degradation of voice quality or loss of content, data or information, nor does Bell warrant the reliability of any connection to or any transmission over the Internet. You assume total responsibility and risk for use of the Service.

## Term and Termination

**Term** – This Agreement will continue until terminated by us or you.

**Account Service Termination by Bell for Cause** – Any default to comply with this Agreement, fraud or abuse of the Internet Talk Service or any reason deemed appropriate by Bell at its sole discretion will result in the immediate termination of the Service Account.

## General Provisions

**Entire Agreement** – This Agreement constitutes the entire Agreement between you and Bell and supersedes any prior agreements, arrangements, statements and understandings between Bell and you.

**Assignment** – Bell may assign or subcontract any or all of its rights and obligations under this Agreement. You may not assign or dispose of your obligations under this Agreement whether in part or in whole.

**Severability** – Each provision of this Agreement applies to the fullest extent permitted by applicable law. If any part or provision of this Agreement is finally determined to be invalid or unenforceable under applicable law by a court of competent jurisdiction, then that part or provision will be ineffective only to the extent of such invalidity or unenforceability, without in any way affecting the remaining parts or provisions of this Agreement.

**No Waiver** – No waiver of this Agreement or any of its terms is valid.

**No Partnership/Joint Venture** – Nothing in this Agreement shall be construed as forming a partnership or joint venture with Members and no third party company will have the right or ability to create any obligation on Bell's behalf.

**No Third Party Beneficiaries** – No provision of this Agreement provides any person or entity not a party to this Agreement with any remedy, claim, liability, reimbursement, or cause of action or creates any other third party beneficiary rights.

**Governing Law** – This Agreement shall be governed by the laws of Ontario and the laws of Canada applicable herein and the Member consents to the exclusive jurisdiction of the Ontario courts in all matters regarding it.

**Language** – The parties have required that this Agreement and all documents relating thereto be drawn up in English. *Les parties ont demandé que cette convention ainsi que tous les documents qui s'y rattachent soient rédigés en anglais.* A French language version of these terms of service is available at [http://www.bell.ca/support/PrsCSrvGnl\\_LegalAndTerms.page?language=fr](http://www.bell.ca/support/PrsCSrvGnl_LegalAndTerms.page?language=fr).

*Une version en langue française de ce document est disponible à l'adresse suivante*  
[http://www.bell.ca/support/PrsCSrvGnl\\_LegalAndTerms.page?language=fr](http://www.bell.ca/support/PrsCSrvGnl_LegalAndTerms.page?language=fr).

**Invalidity** – If at any time any one or more provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement shall continue in full force and effect.