

KMTS Terms of Service

PLEASE READ CAREFULLY. The service details and these terms of service constitute the “**Contract**” between you (or “**Customer**”) and KMTS, a division of Bell Canada (“**KMTS**” or “**we/us**”). You may also be provided with a critical information summary that sets out key elements of your agreement with KMTS. You confirm that you have reached the legal age of majority and that you are authorized to enter into this Contract.

Your Contract

- 1. Start of Contract.** You accept this Contract on the earliest of: (a) the date on which you receive a copy; (b) the date installation has begun; or (c) the date you access or use the services.
- 2. Services.** This Contract relates to the KMTS home phone and Internet services identified in the service details. The services are provided and must be used at the address shown in the service details (“**Service Address**”).
- 3. Services regulated by the CRTC.** For services regulated by the Canadian Radio-television and Telecommunications Commission (“**CRTC**”), the Tariff issued by the CRTC applies in addition to this Contract. If there is an inconsistency or conflict between this Contract and the Tariff, then the Tariff takes precedence. If the CRTC decides it will no longer regulate a service or feature (sometimes referred to as a “forbearance”), KMTS will continue to apply the terms of the Tariff as though the service were still regulated until your term (called “minimum contract period” in the Tariff) expires. After the minimum contract period expires, only this Contract will continue to apply.
- 4. Governing laws.** Because KMTS is federally regulated, this Contract is governed by the federal laws and regulations of Canada, including the CRTC’s Internet Code, and any provincial laws that might apply to KMTS in the province of the Service Address.
- 5. Assignment.** KMTS may transfer or assign all or part of this Contract (including any rights in accounts receivable). You may not transfer or assign this Contract, your account or a service without KMTS’s prior written consent.
- 6. Inapplicable provisions.** If any part of this Contract becomes outdated, prohibited or unenforceable, the remaining terms will continue to apply to you and KMTS. Even if KMTS decides not to enforce any part of this Contract for any period of time, the term still remains valid and KMTS can enforce it in the future.
- 7. Changes by KMTS.** KMTS may change this Contract (including services, equipment, prices and fees) or any other document that is part of it. If required, KMTS will notify you in writing at least **30** days (**60** days for certain changes related to Internet services) before the effective date, using a reasonable method to bring it to your attention, such as by posting it on kmts.ca, by including it on or with your bill or by sending it to you by email. This notice will clearly identify the proposed change and the effective date. As required by law, this notice will set out the new term, or the amended term and the term as it read before. No other statements (written or verbal) will change or amend this Contract. If you want to refuse the change, your remedy is to cancel the impacted service or the Contract (see **Section 40**).
- 8. Changes by you.** You may not make any changes to these terms of service. However, depending on the service you subscribe to and your plan details, you may be able to add or remove certain services or features. You will need to check your plan details to see if additional fees may apply. For more information about services or features that may be available, including applicable fees, visit kmts.ca or contact KMTS Customer Service. For changes you should contact KMTS Customer Service. KMTS’s contact information is set out in **Section 44**.
- 9. Term of Contract.** The services are provided without a set period, unless you and KMTS agree to a contract term of greater than one month (for example, **12** months) (a “**Fixed Term**”) for certain services. At the end of any Fixed Term, KMTS will continue to provide the services to you without a set period at the then-applicable rates, unless you cancel the services.

Fees and billing

- 10. Billing.** KMTS bills you the fees and applicable taxes for the period indicated on the bill. You must pay all the fees, whether recurring or one-time charges and taxes within **21** days of the bill date. If payment is not **received** by KMTS within **21** days of the bill date, you will be charged interest from the bill date on the balance owing at the compounded interest rate set out in **Schedule A**, calculated and compounded monthly from the bill date. KMTS may refer your account to collections agencies and suspend or cancel the services (see **Section 39**).
- 11. Pre-authorized payments.** By setting up pre-authorized payments with a bank account (or other pre-authorized payment method), you authorize KMTS to debit/charge your bank account for all outstanding fees due on your account, and this constitutes KMTS’s good and sufficient authority for doing so. You confirm that the bank account is in your name, is valid and must promptly advise KMTS if your bank account information changes.
- 12. Billing error.** If you question or dispute any fees on your bill, you must do so within **150** days of the bill date; otherwise you accept all fees. Disputed fees will not be considered past due unless KMTS has conducted an investigation and concluded that the fees are correct and there is no basis for the dispute. You must pay all undisputed portions of the fees

within **30** days of the original bill date, failing which the undisputed portion of the fees will be past due and interest will be charged (see **Section 10**).

- 13. Promotions and discounts.** KMTS will apply the discounts or promotions to your account while you meet the eligibility requirements. KMTS may change the discounts or promotions and the eligibility requirements at any time. Before making any changes to your services, please review applicable restrictions or eligibility requirements, as certain changes may result in loss of, or changes to, discounts or promotions. Promotional pricing may not apply to partial billing periods (this means, for example, if a service is cancelled in the middle of a billing period, you may not receive promotional pricing for that partial billing period).
- 14. Unlimited Internet.** Unlimited use of KMTS Internet service is subject to the restrictions in KMTS's Responsible Use of Services policy ("**Responsible Use Policy**") set out in **Schedule B**.
- 15. Collection, use and disclosure of credit information.** KMTS may perform credit checks on you and collect and use information about your credit and payment history from Our Companies (see **Section 36**), credit reporting agencies or other credit grantors to assess your creditworthiness, update your information, activate services or assist in collection efforts, as needed. KMTS may also disclose your credit and payment history with Our Companies to credit reporting agencies and credit grantors to assist with assessing your creditworthiness, and to collection agencies to assist with the collection of monies owed, also as needed. A security deposit may be required if you decline a credit check (see **Section 16**).
- 16. Security deposit.** KMTS may require you to make a security deposit and will provide you with the reason for requiring a deposit. The security deposit will earn simple interest based on a rate of **1%** above the Bank of Canada rate in effect (or another rate required by governing law), calculated monthly on the last day of your monthly billing period, prorated for any partial month KMTS holds the deposit. Once the services are cancelled or the conditions justifying the deposit no longer apply (usually after you have made **6** consecutive payments on time and in full), KMTS will apply the deposit and any earned interest against the outstanding fees or other amounts you owe to KMTS, and then refund you the balance of the deposit, if any. In exceptional circumstances, KMTS may require you to pay the fees and applicable taxes on an interim basis, despite the billing cycle. If this happens, you must pay these amounts on or before the required due date to avoid termination or suspension of the services.

Services

- 17. Fair network access, efficient operation and responsible use of the services.** KMTS works hard to ensure fair network access to all users and the continuous, efficient operation of our Internet services. KMTS may manage network resources using methods which include: (a) prioritization or deprioritization of network access; and (b) Internet traffic management practices such as allocation of bandwidth (which may impact speeds), filtering for spam and malicious or illicit content, anti-virus mechanisms or other measures to protect the integrity of the network (such as the blocking of your traffic or other traffic in the event of denial of service attacks), all in a manner consistent with applicable law. For a description of our Internet traffic management practices, please visit kmts.ca/ITMP. You must comply with the Responsible Use Policy and all applicable laws when using the services. KMTS may monitor the services (electronically or otherwise), including your use and the location of any equipment (see **Section 2332**). KMTS may monitor or investigate any content or your use of KMTS's networks, including bandwidth consumption and how it affects the operation and efficiency of the network and services. KMTS may disclose any information necessary to satisfy any law, regulation, governmental or other lawful request from any applicable jurisdiction or as necessary to operate and optimize the services and to protect itself or others and ensure the services are not being used contrary to the Responsible Use Policy.
- 18. Technical problems.** Please contact KMTS for technical support. You must make all necessary arrangements so that KMTS (including third-party service providers that may be located outside of Canada) may access and take control of the equipment by remote control, including the installation and, where applicable, de-installation of certain software.
- 19. Availability of services.** The checks completed when you ordered the services are preliminary. The performance and availability of the service may depend on several factors, including the location of equipment (see **Section 23**), the structure to which the equipment is attached, the configuration of the equipment, demands on the network and/or network congestion, weather conditions, geography or even third-party restrictions that we do not control. We have the right to provide the KMTS service and equipment that we find best suited to your particular circumstances. Certain services may not be available and/or offered from time to time and we may cancel such services (see **Section 39**). KMTS may not be able to provide a service (including certain KMTS equipment) to you up to, during and after installation or we may refuse to provide a service to you, if in doing so, we would have to incur unanticipated, unusual or unreasonable expenses (such as securing rights of way or special construction or providing service to certain conference or adult services or to high-cost areas to an extent not supportable by your rate plan and fees).
- 20. Your account and unauthorized use.** You are responsible for the protection of your accounts and passwords and for all use of your account, the services and the equipment by yourself and other users (authorized or not). You must also protect your computer systems, your software and the equipment (see **Section 23**) from theft, unauthorized use and system corruption. You are responsible for backing up and safeguarding your data, including your email and voicemail messages. We may delete your data if the service is cancelled, or if you fail to access it within a certain period of time (as determined by KMTS). If you have concerns about unauthorized persons ordering services without your permission, you should investigate the appropriate use of parental controls, passwords and personal identification numbers (PINs) for your account, depending on the service. You must notify us immediately if you suspect unauthorized use of the services or if

KMTS equipment is lost or stolen. You are responsible for the payment of all fees and taxes charged to your account, whether authorized by you or not, which is why it is so important to protect your account and keep account information (including authorized users) up to date.

21. **Availability of services and 9-1-1.** Services, including your 9-1-1 service, will not work during network outages, including during planned hardware or software upgrades. As well, third-party communications services or equipment, monitored home security alarms or monitored medical devices that use the services as a communications pathway may also not function during network outages.
22. **Identifiers.** We may issue or assign to you certain unique identifiers for the services (for example, a phone number, IP address, email address, web space URL, host name, etc.). You do not own or acquire any right in any assigned number or identifier. We may change, withdraw or re-assign any number, email address or other identifier. When you subscribe to the telephone service, we take care of the transfer of your telephone number with your former service provider. To this end, you authorize us to share the information required for the request (which may include personal information). You are responsible for fees owing to your former service provider. The transfer does not include the related services (including voice messaging).

Equipment

23. **Equipment.** The services require certain equipment which, depending on the equipment, is either sold or rented by KMTS, such as a modem-router (“**KMTS equipment**” or “**our equipment**”), or belongs to you, such as a tablet or computer (“**your equipment**”) (KMTS equipment and your equipment being the “**equipment**”). KMTS equipment obtained from a third party may be incompatible or refused by KMTS.
24. **Responsibility for the equipment.** You are responsible for the equipment and all associated risks. You must take reasonable care of our equipment and maintain it in good working condition following the manufacturer’s recommendations (“**Good Condition**”).
25. **Minimum technical requirements.** The equipment must meet our minimum technical requirements (see kmts.ca in the “Internet System Requirements” tab in the “Internet Support” section) and be compatible with our equipment and the services. We may change the minimum requirements and our equipment, in which case you may need to update or replace the equipment.
26. **Software updates.** You agree to KMTS installing, modifying or removing KMTS (or other) software on your equipment, to the extent that such downloads are reasonably necessary for the continued efficient operation of the services. For example, without notice, we may update or upgrade, modify or remove the software to ensure that it remains compatible with and functions properly with any technological improvements made to the services. These installations, modifications, updates or removals may be required for you to continue to receive the services.
27. **Rented KMTS equipment.** When our equipment is rented (“**rented equipment**”), it remains our property. In case of normal wear, the limited warranties in the user manuals do not apply to rented equipment. We may replace this equipment by equivalent new or refurbished equipment.
28. **Risks transfer.** The risk of loss, theft or damage passes to you on the earlier of: (a) your taking possession of the equipment; or (b) the completion of the installation by KMTS of our equipment. You are responsible for replacing our equipment as a consequence of its loss, theft, destruction or damage.
29. **Return of rented equipment.** You must follow our instructions regarding the return of rented equipment, which must be returned in Good Condition (reasonable and normal wear and tear excepted) within **30** days of: (a) the cancellation of the service or this Contract (by you or us); or (b) on our request. If you fail to return rented equipment in Good Condition within this time, we may charge you the equipment non-return fees as set out in Schedule A, plus applicable taxes. We may also, at our choice: (1) go to your Service Address to remove our equipment (in whole or in part), in which case you will have to obtain and grant, at your expense, all the required permits and authorizations; or (2) abandon and leave our equipment (in whole or in part) at your Service Address.

Installation and maintenance

30. **Installation.** Our equipment must be installed at the Service Address by KMTS or by you when we offer a self-installation option, in which case you must comply with our instructions. Otherwise, any other installation is at your risk. If you miss your installation appointment, we may charge you a missed appointment fee representing an estimate of our damages.
31. **Access.** To allow us to install, maintain and repair our equipment and the services, you must provide us (including our third-party agents or contractors) access to the Service Address. If you are not the owner of the premises, you must obtain the authorization required to give us this access.
32. **Your responsibility.** You are responsible for the condition of the existing wiring. Once installed, you must not use, modify or disturb our equipment or the inside wiring in a way that will harm the services. We may require repairs or modifications to provide you with the services. If these repairs or modifications are carried out by our technician, the price may vary based on their extent.

Warranties and liabilities

33. **Warranties on the KMTS services.** To the extent permitted by applicable law, KMTS makes no warranties, representations, claims, guarantees or conditions of any nature, express or implied, including fitness for a particular purpose, merchantability, title or non-infringement, with respect to any KMTS services (including any KMTS equipment that you may need to receive these services). KMTS assumes no liability for any claims, damages, losses or expenses arising out of or otherwise relating to the unavailability of any KMTS services or equipment (including any service outage), even where such unavailability occurs after installation of the KMTS services or equipment. Any credit or refund for any service unavailability or service outage is entirely at KMTS's discretion.
34. **Warranties on equipment purchased from KMTS.** To the extent permitted by applicable law and unless otherwise expressly provided for by KMTS in writing, KMTS makes no warranties, representations, claims, guarantees or conditions of any nature, express or implied, including fitness for a particular purpose, merchantability, title or non-infringement, with respect to equipment that you purchase, or otherwise acquire title to and ownership of, from KMTS. Your equipment may have a manufacturer's warranty. Please review any manufacturer's warranty to understand what protection it offers and how long it lasts. Check the materials provided with your equipment for any applicable warranty.
35. **Limitation of liability.** To the extent permitted by applicable law, **KMTS's liability for negligence, breach of contract, tort or other causes of action, including fundamental breach, is limited to payment, upon request, for actual and direct damages of a maximum amount of the greater of \$20 or 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, KMTS is not responsible to anyone for any damages, including direct, indirect, special, consequential, incidental, economic, exemplary or punitive damages.** In addition to the circumstances described elsewhere in this Contract where KMTS has already stated it is not responsible for any claims, losses, damages or expenses, to the extent permitted by applicable law, KMTS is not responsible for any claims, losses, damages or expenses relating to: (a) its entry onto your property to inspect, maintain, repair, relocate or replace any KMTS equipment; (b) any missed installation or other appointment for any KMTS services; (c) de-installation or removal of the KMTS equipment; or (d) distribution of content by you or third-parties. More generally, to the extent permitted by applicable law, KMTS will not be responsible for failing to meet obligations due to causes beyond its reasonable control, including work stoppage, labour disputes and strikes (including those involving Our Companies), pandemics, war, terrorism, civil insurrection, any law, order, regulation or direction of any government, failure of the public power grid, unlawful acts, your failure to act in accordance with this Contract, or the act or omission of a telecommunications carrier whose network is used in establishing connection to a point which KMTS doesn't directly serve, acts of nature and all other *force majeure* events.

Your personal information

36. **Our commitment to the protection of your personal information.** You will find our commitment to privacy protection below. We protect your personal information in a manner consistent with our Privacy Policy, available at kmts.ca/privacy, and with applicable laws. By entering into this Contract, you agree that we may share your information with Bell Canada ("Bell") and other Bell companies as they exist over time, including: Bell Aliant, Bell Canada, Bell ExpressVu LP (Bell Satellite TV), Bell Media, Bell Mobility, Bell MTS, Virgin Mobile Canada, The Source, Cablevision du Nord, DMTS, NorthernTel, Télébec, Ontera, Solo Mobile, Maskatel, Compagnie de téléphone de Saint-Victor, Téléphone Saint-Éphrem, Téléphone Upton and Xittel ("Our Companies").
37. **Contact information for your account.** You are responsible for keeping the contact and payment information you provide to us (including name, mailing address, email address, Service Address, phone number and any authorized users) up to date. If this Contract is cancelled, you must provide us with forwarding information for final bills or correspondence if your new contact information is different from the information we have on file. Call us to confirm that the information we have on file is correct. If you do not provide a forwarding address, you may forfeit any outstanding credits or deposits on your account.
38. **Service recommendations.** We use a number of ways to keep our customers informed about the products and services Our Companies provide. We recommend products and services to you based on your account information, eligibility and your needs and preferences as determined by your purchase and use of our products and services. We may also reach out to inform you of ways to save, new product and service releases and other useful information using a variety of means, including by calling you. You can manage your communications preferences by calling our Customer Service department (see **Section 44**). You will continue to receive service-related messages even if you choose not to receive marketing communications.

Suspension and end of Contract

39. **Suspension and cancellation of services by KMTS.** We can suspend or cancel the services, in whole or in part, if you breach or fail to comply with any of your obligations, including if: (a) you fail to make your payments (except for disputed fees) or you are late paying any deferred amounts under any payment arrangements with KMTS; (b) you (or any user, authorized or not) use or allow the services to be used in violation of the Responsible Use Policy; or (c) your use of the services is not consistent with your ordinary usage patterns. You are responsible for paying for the services even if they are suspended. If the reason for suspension has not been resolved within **14** days of the suspension date, we may cancel your services and recover our equipment. If you wish to resume your subscription to the services, you must pay any amounts owing and the applicable installation and activation fees. If applicable, we undertake to uphold the CRTC's Deposit and Disconnection Code and the Internet Code.

- 40. Cancellation by the Customer.** You can cancel one or all of your services at any time by calling our Customer Service department (see **Section 44**). The cancellation will take effect on the date of your request or at any other later date you request. You must then return any rented or borrowed equipment or pay the equipment non-return fees set out in Schedule A.
- 41. Survival of Contract.** The rights and obligations that survive the cancellation, due to their nature, shall remain in effect even after the cancellation of the service or the Contract. These rights and obligations include, but are not limited to, those described in the following sections: **Sections 10 to 16** (Fees and billing), **Section 24** (Responsibility for the equipment), **Sections 33 to 35** (Warranties and liabilities), **Sections 36 to 38** (Your personal information) and this **Section 41**.

Contacting KMTS

- 42. Contract available in alternative formats.** You can request alternative formats and find more information about KMTS's accessibility services by calling our Customer Service department (see **Section 44**). To contact the Accessibility Services Centre using a TTY: 1-800-855-0511.
- 43. Internet trial period for people with disabilities.** If you (or a member of your household) is a disabled Internet services customer, you are entitled to a **30**-day trial period to determine whether the Internet service and related equipment meet your needs. During any such applicable Internet trial period, your available Internet usage will be equal to the monthly Internet usage of your selected plan. For further information, please contact our Customer Service department.
- 44. Questions for Customer Service.** For any questions, contact our Customer Service located at P.O. Box 4000, New Liskeard, On, P0J 1P0, by phone at 1 866-789-5687 or by email at kmtscustomerservice@bell.ca.
- 45. Complaints.** If you have a complaint that our Customer Service has been unable to resolve to your satisfaction, you can contact the Commission for Complaints for Telecom-television Services ("**CCTS**"): P.O. Box 56067, Minto Place RO, Ottawa (Ontario) K1R 7Z1. Toll free: 1 888 221-1687. TTY: 1 877 782-2384. Fax: 1 877 782-2924. Email: response@ccts-cprst.ca. Website: ccts-cprst.ca.
- 46. Internet Code.** You can find information about the CRTC's Internet Code at crtc.gc.ca.

Commitment to Privacy

Our Companies⁽¹⁾ are committed to maintaining the privacy, accuracy and security of your personal information. Under our Privacy Policy, "personal information" is information about you as an identifiable individual that is protected by law. This Commitment to Privacy is a summary of our Privacy Policy and highlights important points that may be of interest to you.

1. What information does our Privacy Policy apply to? All personal information that we collect, use or disclose about our individual customers and authorized users is covered by our Privacy Policy. This may include information such as your name, mailing address, email address, phone number, credit information and billing or service records. There are some exceptions created by applicable laws to what might ordinarily be considered personal information.

2. When do the Companies collect personal information? We collect information during the inquiry, activation or purchase process for a product or service, when we provide service to you (including technical support or during the warranty/repair claims and service process), automatically when you use our products or services or visit our websites, call into a call centre and via security cameras when you shop in one of our corporate retail locations and also from third parties, such as credit reporting agencies or other third parties with whom you have had a payment relationship.

3. How do the Companies use my personal information? We collect information to:

- establish and maintain responsible commercial relations with you and to provide ongoing service;
- try to understand the needs and preferences of our customers, and determine your eligibility for products and services;
- recommend products and services to meet your needs;
- develop, enhance, market or provide products and services;
- manage and develop our business operations; or
- meet our legal and regulatory requirements.

Where necessary, we will request your further consent before using your personal information for any new purpose(s) beyond those described above.

4. When is my personal information disclosed? Your personal information may also be shared among the Companies and brands, including Virgin Mobile and The Source. We may disclose your personal information in a variety of circumstances and for the purposes set out within our Privacy Policy, such as when we have your express or implied consent. Where necessary, we will request your further consent before disclosing your personal information for any new purpose(s).

5. How is my personal information protected? We use appropriate technical and operational security safeguards which vary depending on the sensitivity of the personal information in question. All our employees with access to personal information are required to respect the confidentiality of personal information. Personal information we disclose to third parties is governed by our Privacy Policy through comparable protections in our commercial agreements and is also protected by additional safeguards, if required, depending on the sensitivity of the personal information involved.

6. Can I opt out of the collection, use or disclosure of my personal information by the Companies? Sometimes. You can opt out of your personal information being used for a variety of marketing communications by us, including telemarketing or addressed marketing mail, or commercial electronic messages such as emails and SMS messages, but where your personal information is reasonably necessary to provide you with the services you requested or the operation of our network, you cannot continue to use the services and opt out of the collection, use and disclosure of your personal information, because these are service conditions. In these circumstances, you must terminate your services to stop the collection, use and disclosure of your personal information.

7. Where can I find a copy of the Privacy Policy? You can get a copy of our Privacy Policy online at bell.ca/privacy or by contacting the Bell Privacy Office using the contact information provided below. Please also visit our privacy pages at bell.ca/privacy for additional information. The bell.ca/privacy pages include frequently asked questions on topical privacy issues.

8. Questions or concerns about our privacy practices? If you still have unresolved privacy concerns, you can contact us at the number shown on your bill. If a service representative cannot address your concerns to your satisfaction, contact the Bell Privacy Office at:

160 Elgin St., Ottawa ON K2P 2C4 or by email at privacy@bell.ca.

(1) In this Commitment to Privacy, the words “we,” “us,” “our” and “Companies” refers to the Bell family of companies and brands as they exist over time, including: Bell Aliant, Bell Canada, Bell ExpressVu LP (Bell Satellite TV), Bell Media, Bell Mobility, Bell MTS, Virgin Mobile Canada, The Source, Cablevision du Nord, DMTS, KMTS, NorthernTel, Ontera, Solo Mobile, Télébec, Maskatel, Compagnie de téléphone de Saint-Victor, Téléphone Saint-Éphrem, Téléphone Upton and Xittel.

Schedule A Fees

In addition to the fees set out in your service details or on kmts.ca, to the extent permitted by applicable law, you may be subject to some of the following account or service fees or charges. All fees and charges are subject to change in accordance with the Contract. All fees and charges are subject to applicable taxes and are per occurrence unless otherwise specified by KMTS. Additional fees not set out below may apply depending on the KMTS service ordered and your Service Address. You will be notified of any such additional fees prior to being charged. Fees may be lower in certain locations, cases or where required by law.

ACCOUNT FEES	AMOUNT
Late Payment Charge	1%/mo. or 12.68%/year
Reactivation Fee (account suspended for non-payment)	\$55.00
NSF / Returned Payment / Pre-Authorized Payment Denial*	\$25.00
Paper Bill Reprint Fee	\$5.00/bill
SERVICE FEES	AMOUNT
Home phone	
Administration	\$23.00
Line Connection	\$32.00
Premise Visit	\$35.00
Premise Work	\$25.00
Internet	
Administration	\$23.00
DSL Activation	\$23.00
Modem Non-Return Fee	\$75.00
Filter Non-Return Fee	\$10.00
Modem Non-Return Fee	\$79.95
Router Non-Return Fee	\$95.00
Bundle	
Administration	\$23.00
Line Connection	\$32.00

Schedule B Responsible Use of Services

Abuse or misuse of our services or our network impacts our customers and is something we take very seriously – **and which could result in the cancellation of this Contract (see Section 39) or lead to criminal or civil charges.** Remember that the services include the KMTS equipment. KMTS may modify, remove or disable the software used in your equipment so that your equipment no longer works or immediately suspend, restrict, change or cancel all or part of your services or take other necessary protective measures if we have reasonable grounds to believe there is a breach of any of these provisions (including by any user, authorized or not). For example, you are prohibited from:

a) using, enabling, facilitating or permitting the use of any service for an illegal purpose, criminal or civil offence, intellectual property infringement, harassment (including disruptive, intimidating, annoying or offensive calls/transmissions) or in a manner that would breach any law, regulation or the policies of any Internet host or cause interference with KMTS's network operations (including preventing a fair and proportionate use by others);

b) installing, using or permitting the use of any service without reading and accepting (or in contravention of) the terms of any separate licence agreement or terms of use provided to you by KMTS for the use of software, content (including Programming) and/or documentation (as applicable) in connection with the services;

c) enabling, facilitating or permitting the transmission of unsolicited messages such as spamming or phishing. KMTS may: (i) filter any email determined by KMTS to be spam from your inbox to an anti-spam folder and delete this email; and (ii) set a limit on the number of messages a Customer may send or receive through email;

d) uploading or downloading, making available, transmitting, posting, publishing, disseminating, receiving, retrieving, storing, linking to or otherwise reproducing, offering, distributing, enabling or providing access to information, software, content, files or other material which: (i) is confidential or protected by copyright or other intellectual property rights without prior authorization of the rights holder(s); (ii) is defamatory, discriminatory, violent, obscene, child exploitation or hate propaganda; (iii) constitutes invasion of privacy, impersonation, forging, appropriation of identity or unauthorized linking or framing; or (iv) is designed to assist users in defeating technological protection measures (such as geoblocks, registration and any other anti-theft mechanisms) or in the fraudulent use of telecommunications or broadcasting services;

e) using any service for anything other than private, personal, family or household use (such as reselling, remarketing, transferring, sharing or receiving any charge or other benefit for the use of any service);

f) sharing any of your account or authentication credentials (for example, any username or password) that may be used to access any services with any person who is not currently a resident at your private residence which you listed as your Service Address;

g) attempting to receive any service without paying the applicable fees, modifying or disassembling our equipment, changing any identifier issued by KMTS or a Bell company, attempting to bypass KMTS's network or rearranging, disconnecting, removing, repairing or otherwise interfering with the services, our equipment or our facilities;

h) adapting, reproducing, translating, modifying, decompiling, disassembling, reverse engineering or otherwise interfering with any software, applications or programs used in connection with the services (whether owned by or used under licence by KMTS) for any purpose, including "testing" or research purposes, or modifying, altering or defacing any of the trademarks or other intellectual property made available through the services or using any indemnity or intellectual property except for the express purpose for which such intellectual property is made available to you through the services;

i) posting or transmitting any information or software containing a virus, "cancelbot", "Trojan horse", "worm" or other harmful or disruptive component or committing any act which may compromise the security of your Internet host, KMTS's network or any other KMTS customer in any way (including analyzing or penetrating a host's security mechanisms); and

j) using harassing or abusive language or actions, whether verbal, written or otherwise, directed at KMTS employees, suppliers, agents and representatives.

Fair network access, efficient operation and responsible use of the services. KMTS works hard to ensure fair network access to all users and the continuous, efficient operation of the KMTS Services. KMTS may manage network resources using methods which include: (a) prioritization or deprioritization of network access; and (b) Internet traffic management practices such as allocation of bandwidth (which may impact speeds), filtering for spam and malicious or illicit content, anti-virus mechanisms or other measures to protect the integrity of the network (such as the blocking of your traffic or other traffic in the event of denial of service attacks), all in a manner consistent with applicable law. For a description of our Internet traffic management practices, please visit kmts.ca/ITMP.