

## KMTS High Speed Internet Agreement

KMTS (a division of Bell Canada), (“KMTS” or “we”), agrees to provide to you (“Customer” or “you”) High Speed access to the Internet including equipment owned by KMTS (for example, modem, power supply and network cables) subject to the following terms and conditions (“Agreement”). KMTS relies upon your word that you have reached the legal age of majority and are authorized to enter into this Agreement.

For KMTS services that are regulated by the Canadian Radio-television and Telecommunications Commission (“CRTC”), the Tariff located at [www.kmts.ca/support/privacy-policy-legal-regulatory](http://www.kmts.ca/support/privacy-policy-legal-regulatory) applies in addition to this Agreement. If there is an inconsistency or conflict between this Agreement and the Tariff, then the Tariff prevails.

### Changes to the Agreement

1. KMTS may change its services, and any term of this Agreement, including the Fees. If required, KMTS will give you notice of these changes in writing, at least 30 days before the effective date, using a reasonable method to bring it to your attention, such as by posting it on [www.kmts.ca](http://www.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. Also, as required by law, this notice will set out the new term, or amended term and the term as it read before. If you want to refuse the change your remedy is to cancel the service or this Agreement. No other statements (written or verbal) will change or amend this Agreement. You may not make any changes to the Agreement.

### Fees, Billing and Payment

2. KMTS will bill you monthly, in advance. You must pay all fees due for KMTS services, whether recurring or one-time charges (“Fees”) and taxes within **21** days of KMTS’ bill date. If payment is not received by KMTS within **21** days of the bill date, you will be charged interest at the rate of 1.0% per month (12.6% per annum). KMTS may refer your account to collections agencies as a result of your failure to pay amounts owing. KMTS may bill you for Fees and applicable taxes up to **12** months after the date they were incurred.

### Term and Renewal

3. There is no set period unless you and KMTS agree to a commitment period (for example, **12** months) (a “Fixed Term”) for particular KMTS services. At the end of any Fixed Term, KMTS will continue to provide the services to you without a set period, at KMTS’ then-applicable rates, unless you cancel the applicable KMTS service.

### Service Availability

4. The check(s) completed by KMTS when you placed an order for KMTS services are preliminary. The performance and availability of the KMTS services may depend on several factors, including the location of equipment, the structure to which the equipment is attached, the configuration of the equipment, demands on the network and/or network congestion, or even third-party restrictions that KMTS does not control. Certain KMTS services may not be available and/or offered from time to time and KMTS may cancel such services as set out above. KMTS may not be able to provide a KMTS service (including certain KMTS equipment) to you up to, including, and after installation. KMTS has the right to provide the KMTS service and equipment that KMTS finds better suited to your particular circumstances.

## **KMTS Equipment**

5. When you rent KMTS equipment, the risk of loss, theft or damage passes to you upon the earlier of **(i)** you taking possession of the KMTS equipment; or **(ii)** the completion of the installation by KMTS of the KMTS equipment. You are responsible for replacing KMTS equipment at your own cost and for all Fees incurred as a consequence of its loss, theft, destruction or damage. To the extent permitted by applicable law, KMTS may, in its discretion and without liability to you, enter onto your property and inspect, maintain, repair, relocate or replace any KMTS equipment as needed.

## **Warranties and KMTS' Liability**

6. To the extent permitted by 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. KMTS assumes no liability for any claims, damages, losses or expenses arising out of or otherwise relating to the unavailability of any KMTS services (including any service outage), even where such unavailability occurs after installation of the KMTS services. Any credit or refund for any service unavailability or service outage is entirely at KMTS's discretion.
7. To the extent permitted by 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.
8. 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.
9. In addition to the circumstances described elsewhere in this Agreement where KMTS has already stated it is not responsible for any claims, losses or damages, KMTS is not responsible for any claims if an installation appointment for any KMTS services is missed, or for any claims related to distribution of content by you or third-parties. More generally, 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 Bell Canada and related 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 Agreement, 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.

## **Security and Responsible Use of KMTS Services**

10. KMTS works hard to ensure the continuous, efficient operation of the KMTS services and enforces the rules contained in the Responsible Use of KMTS Services policy set out in **Schedule A (“Responsible Use Policy”)**. You must comply with the Responsible Use Policy and all applicable laws when using the KMTS services. KMTS has the right (but not the obligation) to monitor KMTS services (electronically or otherwise), including your use of KMTS services and the location of any equipment receiving the KMTS services. From time to time, KMTS may ask you to connect equipment to a specific network so that KMTS may verify its location and you must immediately do so. KMTS may monitor or investigate any content or your use of KMTS’s networks, including bandwidth consumption and how it affects operation and efficiency of the network and KMTS 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 KMTS services and to protect itself or others and ensure services are not being used contrary to the Responsible Use Policy.
11. You are responsible for the protection of your account(s) and password(s) and for all use of your account, KMTS services and KMTS equipment by yourself and other users (authorized or not). You must also protect your computer systems, software, and the equipment from theft, unauthorized use and system corruption. You are responsible to back up and safeguard your data, including your email and voicemail messages. KMTS may delete your data if the KMTS service is cancelled, or if you fail to access it within a certain period of time (as determined by KMTS).
12. You must notify KMTS immediately should you suspect unauthorized use of the KMTS services or if KMTS equipment is lost or stolen. You are responsible for 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.

## **Service Bandwidth Resale Prohibited**

13. Resale of bandwidth or any other part of the KMTS service for any purpose is strictly forbidden. Failure to comply will result in immediate cancellation of the service.

## **IP Address / Host Name**

14. Any IP address assigned to you by KMTS is the property of KMTS at all times. KMTS utilizes dynamic IP addressing for its high-speed service, except as otherwise noted, and, as such, the IP address may change each time your service modem or system is powered off or any time without prior notice to you. KMTS assumes no liability whatsoever for any claims, damages, losses or expenses arising out of or otherwise relating to any change in IP addressing.

## **User Information**

15. KMTS does not guarantee or warrant the security of any message sent or received over the Internet. All matters related to the security or integrity of the data is the responsibility of the customer.

## Privacy Policy

16. KMTS protects your personal information in a manner consistent with our Privacy Policy available at [www.kmts.ca/support/privacy-policy-legal-regulatory](http://www.kmts.ca/support/privacy-policy-legal-regulatory) and applicable laws. By entering into this Agreement, you agree that KMTS may share your information with other Bell companies and brands as they exist over time, including: Bell Aliant, Bell Canada, Bell ExpressVu LP (Bell TV), Bell Media, Bell Mobility, Bell MTS, Virgin Mobile Canada, The Source, Cablevision du Nord, DMTS, KMTS, NorthernTel, Ontera, Solo Mobile and Télébec.

## Cancellation Policy

17. Upon cancellation, you must pay all Fees, plus applicable taxes for KMTS services which have been provided up to your last date of service. To the extent permitted by applicable law, if you fail to return any of the KMTS equipment as required by KMTS in good condition within **30** days, KMTS may charge you an equipment non-return fee of \$75.00, plus applicable taxes.

## Termination and Account Suspension

18. To the extent permitted by law, at any time KMTS can, without notice and for cause, suspend, cancel or refuse to provide KMTS services to you in whole or in part or disable KMTS equipment. Cause includes the situations listed below:
  - a. KMTS would have to incur unanticipated, unaccounted for, 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) to provide any KMTS service;
  - b. you breach or fail to comply with any part of the Agreement, including if: **(i)** you fail to pay KMTS in accordance with this Agreement, fail to provide or maintain a deposit or interim payment when required to do so, you are late paying any deferred amounts under any payment arrangements with KMTS, or you have previous past due amounts owing to KMTS; or **(ii)** you fail to comply with the Responsible Use Policy; or
  - c. your use of KMTS is not consistent with your ordinary usage patterns.

To the extent permitted by law, KMTS can cancel any KMTS service or this Agreement for any reason upon a minimum of **30** days' prior written notice to you, including where KMTS ceases to offer a KMTS service to which you subscribe.

## General

19. This Agreement is governed by the federal laws and regulations of Canada and any provincial laws which might apply in Ontario.
20. KMTS may transfer or assign all or part of this Agreement (including any rights in accounts receivable) at any time, with or without prior notice (in accordance with applicable law) or your consent. You may not transfer or assign this Agreement, your account or the KMTS service without KMTS' prior written consent.
21. If any part of this Agreement becomes outdated, prohibited or unenforceable, the remaining terms will continue to apply to you and KMTS. Remember that even if KMTS decides not to enforce any part of this Agreement for any period of time, the term still remains.
22. Rights and obligations which by their nature continue beyond cancellation will continue to survive and remain in effect even after the KMTS service or Agreement has been cancelled.

## SCHEDULE A: RESPONSIBLE USE POLICY OF KMTS SERVICES

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Abuse or misuse of **KMTS** services, **KMTS** equipment or the **KMTS** network impacts every customer of **KMTS** and is something **KMTS** takes very seriously – **and which could result in the cancellation of your Contract with KMTS, or lead to criminal or civil charges**. **KMTS** may modify, remove or disable the software used in your **KMTS** equipment so that your equipment no longer works or immediately suspend, restrict, change or cancel all or part of your **KMTS** services or take other necessary protective measures if **KMTS** has reasonable grounds to believe there is a breach of any of these provisions. For example, you are prohibited from:

- a)** using, enabling, facilitating, or permitting the use of any **KMTS** 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 **KMTS** services without reading and accepting (or in contravention of) the terms of any separate license 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 **KMTS** 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 in-box 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 (like geoblocks, registration and any other anti-theft mechanisms) or in the fraudulent use of telecommunications or broadcasting services;
- e)** using any **KMTS** 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 **KMTS** 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 that is not currently a resident at your private residence which you listed as your service address;
- g)** attempting to receive any **KMTS** service without paying the applicable fees, modifying or disassembling **KMTS** equipment, changing any identifier issued by **KMTS**, attempting to bypass **KMTS**'s network, or re-arranging, disconnecting, removing, repairing or otherwise interfering with **KMTS** services, **KMTS** equipment or **KMTS**'s facilities;
- h)** adapting, reproducing, translating, modifying, decompiling, disassembling, reverse engineering or otherwise interfering with any software, applications or programs used in connection with **KMTS** services (whether owned by or used under licence to **KMTS**) for any purpose including "testing" or research purposes; or modifying, altering, or defacing any of the trade-marks, or other intellectual property made available through **KMTS** services or using any indemnity or intellectual property except for the express purpose for which such intellectual property is made available to you through **KMTS** 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.