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Oricom Terms of Service

The agreement is between you and:

- **Oricom Internet Inc.** for Internet and Telephone; and
 - **Oricom Internet Inc.**, acting as an agent of Distributel, a brand operated by Bell Canada, for FIBRE INTERNET (a service provided by Distributel);
- ("Oricom", "we" or "us").

We are federally regulated and the Agreement is governed by the federal laws of Canada, including the CRTC's Internet Code. More information about this Code can be found at crtc.gc.ca. Provincial laws may also apply.

Our Agreement with You

1. How do I accept this Agreement and what does it cover?

Your service details, these terms of service and any attached schedule form your agreement with us ("**Agreement**"). You accept the terms of the Agreement by ordering or using the Services.

The Agreement covers the Services we provide to you, including:

- your monthly plan and all associated service features; and
 - equipment or facilities we own and equipment we rent to you ("**Our Equipment**");
- (together, "**Services**"; references to "**equipment**" mean both Our Equipment and your equipment).

2. How long is the Agreement term?

Services are provided with no set period except if you agree to a term of greater than **1** month ("**Commitment Period**"). At the end of any Commitment Period, we will continue to provide the Services to you without a set period, at the then-applicable rates.

3. Can Oricom make changes to the Agreement?

We may change any element of a Service provided under this Agreement including:

- the Services;
- the equipment;
- the Charges (see **Section 11**);
- the warranties and our liability; and
- the management of your account and information.

We will send you, as applicable, at least **30** days before the amendment comes into force, a written notice drawn up clearly and legibly, setting out exclusively the new clause, or the amended clause and the clause as it read formerly, the date of the coming into force relating to the amendment and your rights relating to the amendment. You may refuse the amendment and cancel the Service without cost, penalty or Cancellation Charge (see **Section 44**) by sending us a notice to that effect no later than **30** days after the amendment comes into force, if the amendment entails an increase of your obligations or a reduction of ours.

We will not change an essential element of a Service provided under this Agreement that is subject to a Commitment Period, particularly:

- the nature of the goods or Services that are the object of the Agreement;
- the price of the goods or Services; or
- the Commitment Period.

4. Can I make changes?

You may not make any changes to these terms of service.

You may be able to add, change or remove a Service. In certain circumstances, you may have to pay a Cancellation Charge (see **Section 44**). Check your plan details, oricom.ca or contact us to see if additional charges apply.

If you move, you may need to change your Services, plan, or phone number. Certain Services and plans are available only in certain locations.

5. Can the Agreement or Services be transferred?

You may not transfer or assign the Agreement, your account or the Services (including monthly minutes or data) without our written consent. We may transfer or assign all or part of the Agreement (including any rights to accounts receivable). We may also move the Services to other networks or platforms, or change suppliers.

Your Information and Communication Preferences

6. Are you accountable for my personal information?

We are accountable for how we collect, use and disclose your personal information. Our Commitment to Privacy, at the end of these terms, is a summary of our Privacy Policy and highlights important points that may be of interest to you. See our Privacy Policy at oricom.ca/en/personalinformation.

7. Do you collect, use or disclose my credit information?

To assess your creditworthiness, update your information, activate the Services or to assist in collection efforts, we may:

- perform credit checks;
- collect and use information about your credit and payment history from Our Companies, credit reporting agencies or credit grantors; or
- disclose your credit and payment history to Our Companies, credit reporting agencies or credit grantors.

We may also require a security deposit (see **Section 18**).

“Our Companies” include:

- Bell Canada, and other brands it operates (Acanac, Bell Aliant, Bell Aliant Smart Home, Bell MTS, Distributel, DMTS, EBOX, KMTS, Ontera, Primus and Virgin Plus);
- Bell Smart Home and Bell Security and Automation operated by AlarmForce Industries Inc.;
- Bell MTS Smart Home operated by AAA Alarm Systems Ltd.;
- Bell Satellite TV operated by Bell ExpressVu LP;
- Bell Mobility Inc., and other brands it operates (Lucky Mobile, Solo Mobile and Virgin Plus);
- Bell Media Inc.; and
- other affiliates and the brands they operate (B2B2C Inc., Cablevision du Nord de Québec Inc., Groupe Maskatel LP, NorthernTel LP, Northwestel Inc., Oricom Internet Inc., Télébec LP and TotalTV Inc.).

8. How can I be sure that you have accurate contact information for my account?

You are responsible for updating:

- your contact information including, the address of the premises where the Services are provided (“**Service Address**”);
- your email address; and
- your payment information.

Check the Customer Area (zoneclient.oricom.ca) and call us to confirm the information we have is correct.

9. How can I manage my communication preferences?

You can unsubscribe from commercial electronic messages and you can opt out from telemarketing messages by calling us.

You will continue to receive Service related communications even if you choose not to receive marketing communications.

10. What happens to my personal information if I change equipment?

You are responsible for deleting any personal information on the equipment.

Billing and Payment

11. How do you bill me for the Services?

The charges for your monthly plan are billed in advance.

Other charges, which do not form part of your monthly plan, may include and are billed as follows:

- add-ons, such as additional data, in advance;
- pay per use or additional usage, at the rate in effect when purchased or used;
- one-time charges when you incur them, such as administrative, payment processing, transaction, activation or cancellation charges;
- rental charges for Our Equipment, in advance; and
- third-party charges in advance or as incurred;

(together, “**Charges**”). Applicable taxes are extra.

12. When is my payment due?

We bill you monthly and your payment is debited from your bank account or charged to your credit card on the date indicated.

If you don't pay your bill in full by the next bill date, you will be charged interest on the balance owing, at the interest rate of **3%** per month (**42.576%** per year), calculated and compounded monthly from the bill date (“**Late Payment Charge**”). We may refer your account to collection agencies if you fail to pay the Charges owing to Our Companies referred to in **Section 7**.

13. When can you debit my bank account or charge my credit card?

You allow us to debit your bank account or charge your credit card for all Charges when:

- you set up pre-authorized payment; or
- you make a payment.

14. What if I dispute a Charge on my bill?

If you dispute any Charges, do so within **90** days of the bill date.

15. How do offers work?

We may apply any credits, incentives or offers (including for bundles of Services or multiple Services) to your account while:

- we maintain these credits, incentives or offers; and
- you meet the eligibility requirements.

Before you make changes to the Services (including features), review the restrictions and eligibility requirements, as certain changes may result in loss of, or changes to, credits or offers.

Credits may not apply to partial billing periods. This means, for example, if a Service is cancelled in the middle of a billing period, we will not apply the credit for that partial billing period.

16. How are long distance calling and Internet usage billed?

Long distance calls are rounded up to the nearest minute (for example a **9** minute and **14** second call will be rounded up to **10** minutes). See oricom.ca/en/telephone for long distance rates. Data usage is rounded up to the nearest kilobyte (for example a **0.25** KB download will be rounded up to **1** KB).

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| 17. What happens if I go over my usage limits? | You are responsible for all usage. This includes usage generated automatically by the equipment or apps. You will be billed any usage that goes over the usage limits of your plan or add-ons at the rates set out in the Agreement, Customer Area (zoneclient.oricom.ca) or oricom.ca . |
| 18. Will a deposit or interim payment ever be required? | <p>A deposit may be required and if so we will provide you with the reason.</p> <p>We will apply the deposit and any earned interest against the outstanding Charges or other amounts you owe to us and/or any of Our Companies. We will refund the balance of the deposit, if any, when:</p> <ul style="list-style-type: none"> • the Services are cancelled; or • the conditions requiring the deposit no longer apply (typically 6 months from the date the deposit was received if all bills are paid in full and on time). <p>In exceptional circumstances, we may also require you to pay the Charges on an interim basis. If this happens, you must pay these Charges on or before the required due date to avoid cancellation or suspension of the Services.</p> |
| 19. What if I have another account with a Bell Company that is in arrears? | If you have another account with one of Our Companies that is in arrears, we may bill you for, collect or set off any amounts owed. If you don't pay these arrears, we may also refuse to provide you with Services. |
| 20. Do you provide tools to help manage my bills? | Go to oricom.ca and Customer Area (zoneclient.oricom.ca) to find tools to help you manage your bills, including, as applicable, notifications on data usage, data caps and usage monitoring tools. |

Services

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| 21. Are there circumstances when you cannot install or provide the Services as ordered? | <p>We may not be able to install or provide the Services in certain circumstances, including:</p> <ul style="list-style-type: none"> • network availability; • network congestion or interference; • geography; • third-party restrictions or limitations; • inaccessibility of premises; or • condition of premises, which you are responsible for, including wiring and your equipment. <p>In such cases, we may need to make changes to the Services or cancel the Agreement.</p> |
| 22. What factors can impact the performance of the Services? | <p>The performance, speed, or availability of the Services may be impacted by several factors, including:</p> <ul style="list-style-type: none"> • the configuration, compatibility and location of the equipment; • weather conditions or geography; • third party restrictions or limitations; • network changes or changes to geographical coverage areas; • network congestion or interference; • network outages, including during planned hardware or software upgrades; • power outages (see also Section 23); • equipment failure, including due to tampering or damage; or • a modem reboot/restart whether spontaneous or otherwise. <p>You are responsible for other services you have that may be impacted by the performance, speed, or availability of the Services, for example:</p> <ul style="list-style-type: none"> • third-party communications services or equipment; or • monitored security alarms or monitored medical devices (including some monitored by us). |
| 23. How does a power outage impact my Services? | <p>The Services will not work during a power outage if there is no battery backup or once the battery is depleted. Third-party communications services or equipment, monitored security alarms or monitored medical devices may also not work in such circumstances.</p> <p>For the telephone service, access to 9-1-1 will also not work during a power outage. We recommend you have another way of contacting 9-1-1 emergency services, for example, a mobile phone.</p> |
| 24. Are there any times when access to 9-1-1 is not available? | Access to 9-1-1 emergency services may not work when the Services are not available (see Section 22). |
| 25. How are 9-1-1 calls made at my Service Address handled? | When you call 9-1-1 using the equipment enabled and connected to the telephone service equipment at your Service Address, the call is handled in the same manner as 9-1-1 calls dialed from a traditional wireline phone service, namely your call and the Service Address information are automatically sent to the nearest emergency response centre. |
| 26. Are there limitations when calling 9-1-1 outside of my Service Address? | <p>There are important limitations when calling 9-1-1 from any location other than the Service Address and you are responsible to inform anyone using the telephone service. Unlike a traditional wireline phone service where the call and location information are automatically sent to the nearest emergency response center, the calls made outside of your Service Address are handled as follows:</p> <ul style="list-style-type: none"> • The call is first answered by a third party operator, which is different than the emergency response center; • The caller must be ready to provide the specific location information to the operator; • The third party operator will then route the call to the appropriate emergency response center. |

If the caller cannot speak, they should not hang up. The location information we have on file will be transmitted to the third party operator who will then route the call based on that location. This is why it is crucial that you keep your location information up-to-date on Customer Area (zoneclient.oricom.ca).

When you call 9-1-1 using the telephone service app on a wireless device connected to a wireless network with a good signal, your call is handled in the same manner as 9-1-1 calls dialed from a wireless phone service namely, your call and location information are automatically sent to the nearest emergency response centre. You should always attempt to call 9-1-1 using the dialer of your wireless device or equipment connected at your Service Address.

If the wireless network coverage signal is poor and the Wi-Fi signal is strong, turn off the wireless network connection so that the call is made using Wi-Fi. Otherwise, your wireless device may keep searching for a wireless network, preventing the routing of the 9-1-1 call.

For calls made outside of Canada, please use another phone service. An operator may answer the call but may not be able to transfer it to an emergency response centre.

27. Do I own the phone number or identifiers that you assign to me?

You do not own any assigned phone number or identifier.

28. How do I transfer the Services (including a phone number)?

When you subscribe to our Services, tell us you wish to transfer the services and your phone number from your existing provider. We can then contact that provider on your behalf to cancel the services and complete the transfer. Most phone numbers can be transferred but not all.

When you transfer your Services to another provider, the transfer may cause interruption or disconnection of any service or loss of any credit or offer. A “transfer” of a phone number does not include the transfer of any associated services, including voicemails. Before your new provider cancels a Service on your behalf, it is your responsibility to review the impact such cancellation may have on your eligibility for any credit or offer.

29. How do you manage my content?

We assume that you own or have the rights to use any content you upload or otherwise transmit using the Services. We may use your content in order to provide the Services.

30. Do you enforce a Responsible Use Policy?

You must comply with and we enforce the rules in the “**Responsible Use Policy**” (see **Schedule A**) which include methods to manage our networks (see **Section 31**). We have the right (but not the obligation) to monitor the Services, including your use of the Services and the location of the equipment receiving the Services.

We may monitor or investigate any content or your use of our networks, including bandwidth usage and how it affects our network operation and efficiency.

We may disclose any information required to ensure the Services are not used contrary to the Responsible Use Policy, in accordance with our Privacy Policy.

31. How do Oricom and other providers help to ensure fair network access and efficient operation of the Services?

We may use methods to manage our networks such as the prioritization or deprioritization and Internet traffic management practices, which may include:

- allocation of bandwidth (which may impact speeds);
- filtering for spam and malicious or illicit content;
- anti-virus mechanisms; or
- measures to protect the integrity of our networks (such as the blocking of your traffic or other traffic in the event of denial of service attacks).

Certain network operators may apply their own Internet traffic management practices when your Services run on their networks.

For a description of Internet traffic management practices, see oricom.ca/ITMP.

32. How am I responsible for my account?

You are responsible for:

- the protection of your accounts and passwords;
- for all use of your account and the Services by yourself and any other users;
- designating authorized users on your account and notifying us if you wish to add or remove users; and
- payment of all Charges billed to your account whether authorized by you or not.

If you don't access content associated with your account, such as emails or voicemails, within a certain period of time or if the Service is cancelled, we may delete that content.

33. Will equipment or networks ever be replaced?

As part of the ongoing provision of Services, we may replace, modify or upgrade Our Equipment, networks and platforms. Rather than maintain existing technology, we may choose to replace it with alternative technology and you may need to provide us access to your premises (see **Section 38**).

You must ensure that your equipment remains compatible with the Services. If not, you will have to cancel the Services or you will continue to be billed.

34. Do you modify software?

We can modify our (or third party) software on the equipment to the extent these modifications are reasonably necessary for the continued efficient operation of the Services. We may also do so to ensure the software

remains compatible and functions properly with technological improvements to the Services. These modifications may be required for you to continue receiving the Services.

Equipment

35. How do I get equipment from you and how is it installed?

You may be able to:

- buy certain equipment; or
- rent Our Equipment.

Our Equipment remains our property. We may replace any part of Our Equipment with new or refurbished equipment. Our Equipment can only be installed and activated at the Service Address. If you rent Our Equipment and it is lost or stolen, you are responsible for all costs associated with us replacing Our Equipment.

36. Clause required under the Consumer Protection Act. (Long-term contract of lease)

The consumer has no right of ownership in the goods leased. The merchant shall assume the risk of loss or deterioration by superior force of the goods forming the object of this contract except where the consumer withholds the goods without right or, where such is the case, after ownership of the goods has been transferred to him by the merchant. The consumer benefits from the same warranties respecting the leased goods as a consumer owning such goods. Where the consumer is in default to perform his obligation in the manner prescribed in this contract, the merchant may: (a) either exact immediate payment of that which is due; (b) or retake possession of the goods forming the object of the contract. Before retaking possession of the goods, the merchant must give the consumer a notice in writing of **30** days, during which time the consumer may, as he chooses: (a) remedy the fact that he is in default; (b) return the goods to the merchant. The consumer may also return the goods to the merchant at any time during the leasing period even if he has not received a notice of repossession. If the consumer returns the goods to the merchant, the contract is rescinded of right. In such a case, the merchant is not bound to return to the consumer the amount of the payments due he has already received, and he cannot claim any damages other than those actually resulting, directly and immediately, from the rescission of the contract. The merchant is bound to minimize his damages. It is in the consumer's interest to refer to sections 103, 150.10, 150.11 and 150.13 to 150.17 of the Consumer Protection Act (chapter P-40.1) and, where necessary, to communicate with the Office de la protection du consommateur.

37. What if I choose self-installation?

You are responsible for installation and activation. If you do not install or activate the equipment within the time we specified, we may cancel your order and you must return Our Equipment (see **Section 39**).

38. When do you need access to my premises?

You must give us (including our third-party agents or contractors) access to your premises, whether for your benefit or the benefit of others, to install, maintain, replace or upgrade:

- Our Equipment;
- the Services; or
- the networks.

39. When do I return Oricom's Equipment?

Upon cancellation, you must return Our Equipment in good condition within **30** days.

In addition, at the end of Our Equipment's useful life, we may:

- remove Our Equipment;
- abandon Our Equipment; or
- request that you return Our Equipment.

You are responsible for any damage you cause to Our Equipment.

Warranties and Our Liability

40. Are there any warranties on equipment?

The equipment you buy from us may be covered by a manufacturer's warranty (review the invoice or any warranty document provided with the equipment).

41. Are credits issued for service outages?

Any credit or refund for any service unavailability or service outage is at our discretion.

42. What is your liability?

For damages due to our fault, our liability is the payment up to a maximum amount equal to the Charges payable during any Service outage.

We are not responsible for failing to meet obligations due to force majeure or causes beyond our reasonable control, including:

- work stoppage or labour dispute (including those involving Our Companies);
- act of nature, pandemic, war, terrorism or civil insurrection;
- any law, order, regulation or direction of any government;
- power outage;

- any unlawful act or omission; or
- any act or omission of a third party, such as another network user or telecommunications provider whose network is used to provide Services.

Cancelling and Suspending the Services

43. How can I cancel my Services?

Contact us to cancel any Service with the date on which you want the cancellation to be effective.

44. What will I owe after cancellation?

If a Service is cancelled, whether by you or by us according to **Section 45**, you must pay all amounts owing including, as applicable:

- Charges for Services prorated to the last day of service;
- the cancellation charge set out in your service details (“Cancellation Charge”).

If you cancel a Service as a result of us making a change, see **Section 3**.

If you cancel all your Services and have a credit on your account for balances equal to or above **\$1** and under **\$500**, we will refund you using your pre-authorized payment method or mail a cheque within **90** days of the date of the bill at the address we have on record. For other balances, contact us.

45. Can you cancel or suspend my Services or terminate the Agreement?

We can suspend or cancel any order, the Services in whole or in part, disable the equipment or terminate the Agreement, without notice, if you breach or fail to comply with any part of the Agreement, including if:

- you fail to pay your Charges (including any deferred amounts under any payment arrangement or owing to any of Our Companies);
- you or any user of the Services, authorized or not, fail to comply with the Responsible Use Policy; or
- the Services are used in a way which is inconsistent with ordinary usage patterns.

In taking any action under this **Section 45**, we will comply with the CRTC’s Deposit and Disconnection Code and the Internet Code, as applicable.

46. What happens if my Services are suspended?

If the reason for suspension is not resolved within **14** days from the suspension date, we may cancel the Services (see **Section 45**). To resume the Services, you must pay any amounts owing.

47. Does any part of the Agreement continue after cancellation of the Services?

The rights and obligations which by their nature continue beyond cancellation of a Service or the Agreement will remain in effect, including:

- Sections 6 to 10 (Your Information and Communication Preferences);
- Sections 11 to 20 (Billing and Payment);
- Section 24 (Access to 9-1-1);
- Sections 35 and 39 (Equipment);
- Sections 40 to 42 (Warranties and Our Liability), and
- this Section 47.

Get More Information/Contact Us

48. Is the Agreement available in alternative formats?

You can request alternative formats and find more information about our accessibility services through our Accessibility Services Centre:

- at oricom.ca/en/support/accessibility;
- via email at accessibility@oricom.net;
- by calling 1 800 668-6878 and asking for the Accessibility Services Centre; or
- using a TTY: 1 800 361-6476.

49. If I have a disability, am I entitled to a trial period?

If you (or a member of your household) are an Internet user with a disability, you are entitled to a trial period of **30** days to determine if your needs are met. During this trial, your available Internet usage is equal to the monthly Internet usage of your selected plan. For more information, contact the Accessibility Services Centre (see above) or see oricom.ca/en/support/accessibility.

50. What if I have an unresolved complaint?

If you have a complaint that we have been unable to resolve, 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. CCTS website: ccts-cprst.ca.

| Contact Information |
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| By phone: 1 866 967-4266 Online: oricom.ca |
| For information about how to escalate complaints within Oricom, see oricom.ca/en/contactus |

Commitment to Privacy

This is our commitment to you:

1. We commit to being accountable to you for how we collect, use and disclose your personal information.
2. We will inform you of the ways your personal information is being collected, used or disclosed. We may do this through our Privacy Policy, our Terms of Use or our websites.
3. We only collect, use or disclose your personal information if we have your consent, or in circumstances where your consent isn't necessary (such as an emergency situation).
4. We only collect your personal information in fair and legal ways. We limit our collection of your personal information to the purposes identified in advance to you.
5. We use or disclose your personal information for the reasons it is collected, when it is otherwise allowed, or as required by law. We keep the information only as long as we need to, or as required by law.
6. We correct your personal information when you inform us of mistakes or let us know updates are required.
7. We do our best to keep your personal information safe, and ensure we use appropriate physical, technical and administrative safeguards appropriate to the sensitivity of the information. If we transfer your personal information to our suppliers we ensure your information is appropriately protected.
8. We make information available to you about our information management policies and practices.
9. We will provide you with access to the personal information we hold about you upon written request, unless restricted by law.
10. We are here to listen, and to help. If you have concerns, please contact us at communications@oricom.ca.

Schedule A – Responsible Use Policy

Are there any rules regarding my use of the Services?

Everyone using our Services must do so responsibly. This means any use shall:

- be for the Services' intended purposes, which is for your private use;
- respect the rights of others, including other customers;
- respect the integrity of Our Equipment, and our networks;
- comply with all laws.

In this policy, "use" includes but is not limited to enabling, facilitating, permitting or attempting. You are responsible for any use made through your account whether authorized by you or not.

You cannot abuse or misuse the Services or our networks. For example, you engage in abuse or misuse when you:

- use it for an illegal or malicious purpose;
- use anything protected by intellectual property rights (such as software or content) other than as authorized or infringe these rights;
- circumvent, breach or attack any security or protection measures, including breaching an Internet host's policies or propagating malware, viruses, worms or "Trojan horse" programs;
- send or relay unsolicited messages, such as spamming or phishing;
- invade someone's privacy, harass or intimidate others;
- distribute content that is defamatory, discriminatory, violent, obscene, child exploitation/pornography or hate propaganda;
- resell, transfer or share the Services, with or without fees, in which case we may, in addition to other remedies, if applicable, charge you the lesser of **\$30** per MB or another amount we reasonably estimate as liquidated damages;
- share your account identifiers and passwords;
- interfere with our networks, including preventing use by others, such as when your use is disproportionate or inconsistent with ordinary usage patterns;
- modify, tamper or disassemble the equipment authorized on our networks;
- harass or be abusive to us or our representatives.

If you abuse or misuse the Services or our networks we may, immediately and without notice:

- suspend, restrict, change or cancel all or part of the Services;
- modify or deactivate Our Equipment, your equipment or Device;
- reduce data speeds;
- terminate your Agreement (see **Section 45**).

How do Oricom and other providers help to ensure fair network access and efficient operation of the Services?

We may use methods to manage our networks such as the prioritization or deprioritization and Internet traffic management practices, which may include:

- allocation of bandwidth (which may impact speeds);
- filtering for spam and malicious or illicit content;
- anti-virus mechanisms; or
- measures to protect the integrity of our networks (such as the blocking of your traffic or other traffic in the event of denial of service attacks).

Certain network operators may apply their own Internet traffic management practices when your Services run on their networks.

For a description of Internet traffic management practices, see oricom.ca/ITMP.