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EBOX Terms of Service

The agreement is between you and EBOX, a Bell Canada brand (“EBOX”, “we” or “us”).

We are federally regulated, and the Agreement is governed by the federal laws of Canada, including the CRTC's Internet Code and Television Service Provider (“TVSP”) Code. More information about these Codes can be found at crtc.gc.ca. Provincial laws may also apply.

Our Agreement with You

1. What is covered by the Agreement?

Your service details, these terms of service and any attached schedule form your agreement with us (“Agreement”). The Agreement covers the services we provide to you, including:

Votre forfait et toutes les fonctionnalités qui y sont liées ;

- your plan and all associated service features;
- TV programming; and

- equipment or facilities we own and equipment we rent to you (“Our Equipment”);

2. Can EBOX make changes to the Agreement?

If a Commitment Period applies (see Section 4), we will not change an essential element of the Agreement, particularly the nature of the equipment or the Services that are the object of the Agreement, the price of the equipment or Services or, if applicable, the Commitment Period. But we may change other elements of the Agreement, including the provision of the Services as well as the management of your account and information.

If there is no Commitment Period, we may change any term of the Agreement including these elements:

- the Services;

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

3. Can I make changes ?

We will send you, 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 Agreement without a cancellation indemnity (see Section 50) 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.

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 50). Check your plan details, Customer Zone (client.ebox.ca), see ebox.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.

4. How long is the Agreement term?

There is no set period unless 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 Service to you without a set period, at the then-applicable rates.

5. Can the Agreement or Services be transferred?

You may not transfer or assign the Agreement, your account or the. 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 Communications Preferences

6. Are you accountable for my personal information?

We are accountable for how we collect, use, and disclose your information. See our Privacy Policy at ebox.ca/en/privacy-policy.

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.

If you refuse or depending on the results of the credit check, we may require a security deposit (see Section 18). “Our Companies” include:

- Bell Canada, and other brands it operates (Bell Smart Home, Bell Aliant, Bell Aliant Smart Home, Bell MTS, Bell MTS Smart Home, DMTS, EBOX, KMTS, Ontera, Virgin Plus);
- 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 (Cablevision du Nord de Québec, Groupe Maskatel LP, NorthernTel LP and Télébec LP).

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 Customer Zone (client.ebox.ca) or call us to confirm the information we have is correct.

9. How can I manage my communications preferences?

You can unsubscribe from commercial electronic messages on the Customer Zone (client.ebox.ca). You can opt-out from telemarketing messages by calling us 1 844 323-3269.

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 (plus applicable taxes) are billed as follows:

- your monthly plan, that may be subject to a Commitment Period, in advance;
- monthly add-ons, such as additional data, that are not subject to a Commitment Period, 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 transaction, activation or cancellation charges;
- monthly rental charges for Our Equipment, in advance; and
- third party charges, such as government 9-1-1 charges (together, “Charges”).

12. When is my payment due?

We bill you monthly and your payment is due upon receipt. Your bill sets out acceptable payment methods.

If you don’t pay within **30** days of the 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 charge my credit card or debit my bank account?

You allow us to charge your credit card or debit your bank account 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, you must do so within **90** days of the bill date; otherwise, you accept all Charges. Disputed Charges are not considered past due unless we conclude that the Charges are correct. You must pay.

all undisputed portions of the Charges within **30** days of the original bill date, failing which you will be charged the Late Payment Charge for the undisputed portion.

15. How do discounts or promotions work?

We may apply any discounts, incentives, or promotions (including promotional bundle or multi-service discounts or credits) to your account while:

- we maintain these discounts, incentives, or promotions; and
- you meet the eligibility requirements.

Before you make changes to the Services (including TV programming or features), review the restrictions and 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 if a Service is cancelled in the middle of a billing period, you will not receive promotional pricing for that partial billing period.

16. How is telephony 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 deemed **10** minutes). Check the “Telephony Simulator” (ebox.ca/en/telephone-simulator) for long distance rates. Data usage is rounded up to the nearest kilobyte (for example a **0.25 KB** download will be deemed **1 KB**).

17. What happens if I go over my usage limits?

You are responsible for all usage, whether resulting from your activity or generated automatically by the equipment or apps. You will be billed any usage that exceeds the limit of your plan and add-ons at the rates set out in the Agreement.

18. Will a deposit or interim payment ever be required?

A deposit may be required and if so, we will provide you with the reason.

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:

- 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).

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.

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 ebox.ca and Customer Zone (client.ebox.ca) to find tools to help you manage your bills, including, as applicable, notifications on data usage, data caps and usage monitoring tools.

Services

21. Are there circumstances when you cannot install or provide the Services as ordered?

We may not be able to install or continue to provide the Services in certain circumstances, including:

- la congestion ou l'interférence du réseau ;
- la géographie ;
- les restrictions imposées par des tiers ;
- l'inaccessibilité des lieux ; ou
- l'état des lieux, qui sont d'ailleurs votre responsabilité, y compris du câblage et de votre équipement.

Dans de tels cas, il se peut que nous ayons à apporter des changements aux Services ou mettre fin au Contrat.

22. What factors can impact the performance of the Services?

The performance, speed, or availability of the Services may be impacted by several factors, including:

- the configuration, compatibility and location of the equipment;
- weather conditions;

- third party restrictions;
- 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, initiated by you, or due to tampering or damage.

We are not responsible for other services you have that may be impacted, for example:

- 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?

The Services will not work during a power outage if there is no battery backup or once the battery is depleted.

For telephony, 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.

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. With a VoIP phone service like SpeedPhone, can I access 9-1-1 ?

That depends where you are dialing 9-1-1 from and the device enabled with the VoIP Service. When you call using your device connected to the VoIP equipment at the Service Address, the call is handled in the same manner as emergency calls dialed from a traditional wireline phone service i.e. your call and the Service Address information are automatically sent to the nearest emergency response centre.

When you call using a wireless device connected to the wireless network, your emergency call is handled in the same manner as emergency calls dialed from a wireless phone service i.e. your emergency call and location information are automatically sent to the nearest emergency centre.

For any other calls made in Canada, there are important limitations. Your call and location information are not automatically sent to the nearest emergency response centre. You must inform anyone using the VoIP Service about these limitations. The call is first answered by a third-party operator. You must be ready to provide your location to the operator who will then route the call to the appropriate emergency response centre. If you cannot speak, do not hang up. The location information we have on file will be transmitted to the operator who will then route the call based on that address. This is why it is crucial that you keep your location information up-to-date by calling us at 1 877 282-6933.

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

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

You do not own any assigned phone number or identifier.

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

We can contact your former provider when you transfer your phone number to us.

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

28. 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.

29. Do you enforce a Responsible Use Policy?

You must comply with and we enforce the rules in the “Responsible Use Policy” (see Schedule A). 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, use of TV programming or your use of the Services, including bandwidth usage and how it affects Services and network operation and efficiency.

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

30. How are fair network access and efficient operation of the Bell Services ensured?

Bell may use methods to manage its networks such as the prioritization or deprioritization and Internet traffic management practices, such as: L’allocation de la bande passante (qui peut avoir un impact sur les vitesses) ;

- 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).

For a description of Bell’s Internet traffic management practices, see bell.ca/ITMP.

31. How are fair network access and efficient operation of Services from other providers ensured?

As a reseller of wholesale services, some of our providers may use methods to manage their networks’ Internet traffic depending on the Services’ upload speed and type of access (ITMPs). The CRTC requires the wholesale providers to disclose, in their wholesale access tariffs, the ITMPs they use with wholesale services. Most of our providers do not use ITMPs for wholesale Internet services except:

- Videotron (V-Cable), see <https://www.ebox.ca/wp-content/uploads/2021/05/PRATIQUES-DE-GESTION-DU-TRAFIC-VIDEOTRON-ENG-FR.pdf>;
- Rogers (R-Cable), see <https://www.ebox.ca/wp-content/uploads/2021/05/PRATIQUES-DE-GESTION-DU-TRAFIC-ROGERS-ENG.pdf>.

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 and networks. 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 44).

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 provide software updates?

Nous pouvons modifier notre logiciel (ou d'autres) sur votre équipement et Notre Équipement dans la mesure où ces téléchargements sont raisonnablement nécessaires pour le fonctionnement efficace et continu des Services. Nous pouvons aussi être amenés à le faire pour nous assurer que le logiciel reste compatible et fonctionne correctement avec les améliorations technologiques apportées aux Services. Ces modifications peuvent être nécessaires pour que vous puissiez continuer à recevoir les Services.

TV Programming

35. Can I rebroadcast, share or copy the TV programming?

We may provide TV programming from Our Companies or third parties. You may not rebroadcast, copy, share or transmit any TV programming in any form, or charge or receive a fee for same. TV programming is restricted for your private viewing at your Service Address, other than as authorized on certain personal devices (see Section 38). TV receivers must remain and only be used at your Service Address.

36. Is the TV programming I subscribe to always available?

All TV programming is provided on a "subject to availability" basis. Any refund or credit for interruptions or unavailability is at our discretion.

37. What rules and rates apply to PPV and on-demand programming?

You may be able to purchase pay per view ("PPV") and on-demand programming. Rates may be found on ebox.ca, an on-screen purchase flow or by contacting us. All sales are final. The programming provider may cancel an event or prevent us from distributing PPV or on-demand programming.

38. Can I watch the content or TV programming I subscribe to on my personal devices?

Where permitted by the content or TV programming provider, you may view select content or programming on certain personal devices.

Viewing content or TV programming may be subject to data usage charges. Interactive services and applications also may incur additional data usage charges (including when accessed through the TV receiver). You are responsible for any data usage charges.

A limit may apply on the number and type of devices that can be used.

39. Can I make changes to my TV programming?

You may order new TV programming (and obtain information about applicable Charges) or change your TV programming online through Customer Zone (client.ebox.ca) or by contacting us.

40. Is there a minimum subscription period for certain TV programming?

Certain TV programming may be subject to a minimum subscription period. We will remove this TV programming as of the next billing cycle date after your cancellation request without credit or refund.

Équipement

41. Comment puis-je obtenir l'équipement auprès de vous et comment est-il installé ?

Vous pouvez être en mesure :

- d'acheter certains équipements (par exemple, des récepteurs de télévision) ; ou
- de louer Notre Équipement.

Notre Équipement nous appartient. Nous pouvons remplacer toute partie de Notre Équipement par un équipement neuf ou remis à neuf. Notre Équipement ne peut être installé et activé qu'à l'Adresse de service. Si vous louez Notre équipement et qu'il est perdu ou volé, vous être responsable de tous les coûts en lien avec le remplacement que nous devons faire.

Si vous êtes abonné à la EBOX TV, le nombre de récepteurs que vous pouvez active est limité.

42. Mention exigée par la Loi sur la protection du consommateur. (Contrat de location à long terme)

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.

43. 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 45).

44. When do you need access to my premises?

You 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
- networks.

45. When do I return EBOX'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.
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You are responsible for any damage you cause to Our Equipment.

Garanties et notre responsabilité

46. Are there any warranties on equipment I buy from EBOX?

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

47. Are credits issued for service outages?

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

48. 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 disputes (including those involving Our Companies);
- acts of nature, pandemics, war, terrorism, 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 carrier whose network is used to provide Services.

Cancelling and Suspending the Services

49. How can I cancel my Services?

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

50. What will be on my final bill?

You must pay all amounts owing including:

- Charges for Services prorated to the last day of service; and
- Charges for minimum subscription periods for certain TV programming; and
- any non-return Charges for Our Equipment

If a Service or plan is subject to a Commitment Period, whether cancelled by you prior to its expiration date or by us according to Section 51, then you must pay the cancellation charge set out in your service details (“**Cancellation Charge**”). If you cancel the Service as a result of us making a change, see Section

If you have a credit on your account for balances equal to or above **\$10** and under **\$500**, we will mail you a

cheque within 90 days of the date of the bill at the address we have on record. For other balances, contact us.

51. 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;
- the Services are used in a way which is inconsistent with ordinary usage patterns.

In taking any action under this **Section 51**, we will comply with the CRTC’s Deposit and Disconnection Code and the Internet Code, as applicable.

52. What happens if my Services are suspended?

You are responsible to pay for the Services. If the reason for suspension is not resolved within 14 days from the suspension date, we may cancel the Services (see Section 51). To resume the Services, you must pay any amounts owing.

53. 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 Communications Preferences);

- Sections 11 to 20 (Billing and Payment);
- Section 24 (Access to 9-1-1);
- Sections 41 and 45 (Equipment);
- Sections 46 to 48 (Warranties and Our Liability), and
- this Section 53.

Get More Information/Contact Us

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

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

If you (or a member of your household) are an Internet or a TV 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 bell.ca/accessibility.

56. 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	Technical Support
<p>By phone: 1 844-323-EBOX (3269)</p> <p>Online chat: ebox.ca</p>	<p>Par téléphone : 1 844-323-EBOX (3269), option 3</p>
<p>For information about how to escalate complaints within EBOX, see ebox.ca/en/quebec/residential/faq/obtain-a-satisfying-resolution</p>	

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 networks;
- comply with all laws.
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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 networks. For example, you abuse or misuse the Service when you:

- use it for an illegal or malicious purpose;
- don't use as authorized the works protected by intellectual property rights (such as software or content) or otherwise infringe these rights;
- circumvent, breach or attack any security or protection measures, including breaching an Internet host's policies, 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 megabyte or another amount we reasonably estimate as liquidated damages;
- share your account identifiers and passwords;
- interfere with 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 networks;
- harass us or are abusive.

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

- suspend, restrict, change or cancel all or part of the Services;
- modify or deactivate Our Equipment, your equipment or Device;
- reduce the data speeds; for example, to as low as 16 kbps;
- terminate your Agreement (see Section 51).

Veillez signaler tout incident en nous écrivant à abuse@ebox.net.

How are fair network access and efficient operation of the Bell Services ensured?

Bell may use methods to manage its networks such as the prioritization or deprioritization and 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
- 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).

For a description of Bell's Internet traffic management practices, see bell.ca/ITMP.