

ADDITIONAL TERMS AND CONDITIONS FOR WIRELESS SERVICES

In connection with the Wireless Services to be provided to Customer, Customer agrees to the following terms (which may be amended by DDS from time to time):

1. Services. Services are available in DDS^{*}’ supplier’s and roaming partners’ coverage areas on compatible Devices where technology permits. DDS supplier and roaming partners may (i) make changes to the network or other facilities (including changing technology, and, to provide a good experience for the majority of their customers and minimize capacity issues and degradation in network performance, DDS’ supplier may take measures including temporarily reducing data throughput for a subset of customers who use a disproportionate amount of bandwidth); (ii) enlarge, reduce or change coverage areas; and (iii) change or end roaming partner relationships, all at their discretion and without notice. DDS, its supplier, and roaming partners are not liable for any changes in Customer’s ability to use the Services or the Device resulting from such changes. Customer can refer to bell.ca/coverage for maps and other information about coverage and roaming, including roaming and long distance charges. If Customer roams in a roaming partner’s coverage area (including Wi-Fi hotspot use) Customer is also subject to the terms and conditions of the roaming partners including any limitation or exclusion of liability. Customer will be given 45 days advance written notice of material changes that DDS or its supplier make to Services to which Customer subscribes.

Customer’s rate plan may not be available with all the devices (whether provided by DDS or not) in which Customer inserts a SIM card provided by DDS, and pay-per-use charges may therefore apply. If Customer uses the SIM card provided by DDS with a Device not purchased through DDS or its authorized dealers (“Non-DDS Device”), or without subscribing to a rate plan specific to the DDS Device or Non-DDS Device Customer uses it SIM card with, some or all Services (including 911 services) may not work but Customer shall continue to pay the monthly fees. Customer also agrees to pay any additional for Services which may apply due to the change in Device to another DDS Device or Non-DDS Device. Customer is responsible (a) to ensure its service plan is compatible with any DDS Device or Non-DS Device, and (B) for charges that arise if Customer changes the settings of a device or SIM card. Non-DDS SIM cards cannot be activated on DDS’ supplier networks. A different rate plan may apply if Customer moves to another province. DDS or its supplier may restrict access to certain Services if Customer does not subscribe to a rate plan or feature that includes them. Wireless modems, connection cards, mobile Internet sticks and other data-only Devices do not provide access to 911 services. Certain SIM cards will work only on the Devices for which they were purchased.

Subscription to any feature offering the ability to attain higher data speeds where technology permits does not guarantee the achievement of peak speeds, and actual speeds may vary due to network availability and environmental factors. Customer may be required to pay an additional fee to subscribe to this feature, even if the Device is used in areas where technology does not support higher peak speeds.

* DDS shall include Digital Dispatch Limited Partnership, DDS eFleet Limited Partnership, and each of their affiliates.

2. Use of Service. Customer is responsible, and DDS and its supplier are not responsible or liable, to prudently protect and safeguard the Device (including any SIM card) against loss, abuse, theft or damage, and for the use of the Device and the Services by Customer and any other persons. Customer shall not use or allow others to use the Services or the Device if such use:

- is for, or results in, any illegal, abusive, annoying or offensive activities, including making available offensive content, the commission or encouragement of a criminal offence, stalking, harassment, spamming, disrupting or interfering with the Internet, any network, computer or other devices, transmission of a virus or other harmful component, defamation, intellectual property infringement, or interference with other customers' service;
- is significantly higher than average or consumes excessive network capacity in DDS' or its supplier's reasonable opinion, or causes DDS' supplier's network, or DDS' or its supplier's ability to provide services to others, to be adversely affected;
- is for multi-media streaming, continuous data transmission or broadcasts, automatic data feeds, automated machine to machine connections or peer-to-peer (P2P) file sharing, voice over Internet protocol or any other application which uses excessive network capacity that is not made available to Customer by DDS or its supplier;
- is to provide a substitute or back-up for private lines or dedicated data connections such as DSL;
- is to operate an email, web, server farm, news, chat or other service.

Customer shall not threaten, abuse or harass any employee or representative of DDS or its supplier. Customer shall not (a) commit, attempt to commit, or allow others to commit or attempt to commit, any fraud against DDS or its supplier, including fraudulently obtaining Services or Devices, or (b) transform outbound communications into incoming communications or otherwise attempt to avoid applicable charges, or (c) otherwise abuse the Services or flat rate or unlimited use plans, or allow others to do any of the foregoing. Customer shall not resell, transfer, distribute, share or exploit for commercial purposes any Services or engage in or allow any alteration, copying, reproduction of or tampering with electronic serial numbers, or other identification, signalling or transmission functions or components of the Device. In addition, Customer must follow all other service regulations issued or adopted by DDS or its supplier. DDS or its supplier may immediately suspend, restrict, change or terminate all or part of Customer's Services and this Agreement and deactivate Customer's Device or take other necessary actions, if DDS or its supplier reasonably believes there is a breach by Customer of any of these "Use of Service" provisions.

3. LIMITS ON LIABILITY. DDS' SUPPLIER IS NOT LIABLE TO CUSTOMER OR ANYONE USING THE DEVICE OR THE SERVICES, OR ANY THIRD PARTIES, FOR THE FOLLOWING:

- I. DEFECTS, FAILURES OR INTERRUPTIONS IN SERVICE, INCLUDING TRANSMISSION;
- II. ANY DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF PROPERTY, LOSS OF EARNINGS, LOSS OF BUSINESS OPPORTUNITIES, OR ANY OTHER LOSS, HOWEVER CAUSED, ARISING DIRECTLY OR

* DDS shall include Digital Dispatch Limited Partnership, DDS eFleet Limited Partnership, and each of their affiliates.

INDIRECTLY FROM USE OF THE SERVICES OR THE DEVICE;

- III. ANY CONTENT TRANSMITTED ON OR RECORDED BY DDS' SUPPLIER'S FACILITIES, INCLUDING CONTENT THAT MAY BE ILLEGAL, DANGEROUS, DEFAMATORY, OFFENSIVE OR ANNOYING OR WHICH MAY INFRINGE UPON OTHERS' INTELLECTUAL PROPERTY, PRIVACY OR OTHER RIGHTS, OR ANY CONTENT, APPLICATION OR SERVICES PROVIDED TO CUSTOMER BY A THIRD PARTY FOR USE WITH THE DEVICE OR THE SERVICES, EVEN IF DDS BILLS CUSTOMER FOR SUCH CONTENT, APPLICATION OR SERVICES ON BEHALF OF SUCH THIRD PARTY;
- IV. ANY BREACH BY CUSTOMER OF THE AGREEMENT, CUSTOMER'S NEGLIGENCE, OR ACTS OR OMISSIONS IN CONNECTION WITH THE SERVICES, OR THE DEVICE;
- V. LOSS, THEFT, DAMAGE TO OR UNAUTHORIZED USE OF THE SERVICES, THE DEVICE, ANY EQUIPMENT, ANY PREPAID CARDS PROVIDED BY DDS, VOUCHERS, COLLATERAL, ELECTRONIC RECEIPTS OR THE PERSONAL IDENTIFICATION NUMBER; AND
- VI. ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PROVISION OF SERVICES (INCLUDING LOST PROFITS, ANTICIPATED OR LOST REVENUE, LOSS OF DATA, LOSS OF USE OF ANY INFORMATION SYSTEM, FAILURE TO REALIZE EXPECTED SAVINGS OR ANY OTHER COMMERCIAL OR ECONOMIC LOSS, OR ANY THIRD PARTY CLAIM), WHETHER ARISING IN NEGLIGENCE, TORT, STATUTE, EQUITY, CONTRACT, COMMON LAW, OR ANY OTHER CAUSE OF ACTION OR LEGAL THEORY EVEN IF DDS SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.

DDS' SUPPLIER'S TOTAL CUMULATIVE LIABILITY FOR DAMAGES, EXPENSES, COSTS, LIABILITY OR LOSSES (COLLECTIVELY, "DAMAGES") ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PROVISION OF SERVICES, IF ANY, WHETHER ARISING IN NEGLIGENCE, TORT, STATUTE, EQUITY, CONTRACT, COMMON LAW, OR ANY OTHER CAUSE OF ACTION OR LEGAL THEORY EVEN IF DDS' SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES, IS LIMITED TO DIRECT, ACTUAL, PROVABLE DAMAGES AND WILL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE TOTAL AGGREGATE MONTHLY FEES (LESS ALL DISCOUNTS AND CREDITS) PAID BY THE CUSTOMER FOR THE SPECIFIC SERVICE(S) THAT GAVE RISE TO THE DAMAGES, DURING THE ONE-MONTH PERIOD BEFORE THE EVENT GIVING RISE TO THE DAMAGES, LESS AMOUNTS PAID FOR PREVIOUS CLAIMS, IF ANY.

THIS SECTION WILL APPLY EVEN IF THERE IS A BREACH OF CONDITION, A BREACH OF AN ESSENTIAL OR FUNDAMENTAL TERM, OR A FUNDAMENTAL BREACH OF THIS AGREEMENT. CUSTOMER AGREES THAT THE LIMITATIONS OF LIABILITY SET OUT IN THIS SECTION ARE FAIR AND REASONABLE IN THE COMMERCIAL CIRCUMSTANCES OF THIS AGREEMENT.

The following applies when DDS' supplier provides e9-1-1 Services (provision of wireless phone number and location information to emergency service providers). (A) DDS' supplier's liability is not limited by the limitations set out below in cases of DDS' supplier's deliberate fault, gross

* DDS shall include Digital Dispatch Limited Partnership, DDS eFleet Limited Partnership, and each of their affiliates.

negligence or anti-competitive conduct or in cases of breach of contract where the breach results from DDS' supplier's gross negligence. (B) Except in cases where DDS' supplier's negligence results in physical injury, death or damage to Customer property or premises, DDS' supplier's liability for negligence related to DDS' supplier's provision of e9-1-1 Services is limited to the greater of \$20 and three times to the amount Customer would otherwise be entitled to receive as a refund for the provision of defective service under this agreement. (C) In addition, in respect of DDS' supplier's provision of e9-1-1 Services, DDS' supplier is not liable for: (i) libel, slander, defamation or the infringement of copyright arising from material or messages transmitted over DDS' supplier's telecommunications network from Customer's property or premises or recorded by the Device or Customer's or DDS' supplier's equipment; (ii) damages arising out of Customer's acts, default, neglect or omission in the use or operation of the Device or equipment DDS' supplier has provided to Customer; and (iii) any act, omission or negligence of other companies or telecommunications systems when facilities of such other companies or telecommunications systems are used in establishing connections to or from Customer's facilities and Device and equipment.

4. **Third Party Beneficiary.** The Customer acknowledges that DDS' supplier can enforce the foregoing sections as a third party beneficiary.

* DDS shall include Digital Dispatch Limited Partnership, DDS eFleet Limited Partnership, and each of their affiliates.