

Bell MTS Prepaid Wireless – Terms and Conditions

These terms and conditions outline the agreement between Bell MTS, a division of Bell Canada (“Bell MTS”) and you, the customer, with respect to the Service. The term “Service” means the Prepaid Wireless service (including wireless calling or data service), and telecommunication services in connection therewith, being provided to you by Bell MTS. Where provided to you, this agreement must be read in conjunction with the Bell MTS Prepaid Wireless User Guide (the “User Guide”) and the terms and conditions on the back of any Bell MTS Prepaid Voucher (the “Voucher”) or other plan details provided to you by Bell MTS.

Other Applicable Terms of Service – Should you use the Service in any way that involves access to the Internet, you will be subject to Bell MTS’s standard terms and conditions applicable to Internet access, which may be viewed on Bell MTS’s website at www.bellmts.ca, or will be provided upon request.

Effective Date – Once Bell MTS activates you to the Bell MTS Network, these terms and conditions become effective and shall continue until you are deactivated from the Bell MTS Network, for whatever reason including, but not limited to, termination or suspension of the Service or this agreement. As of the effective date, this agreement cancels, replaces and supersedes all existing and contemporaneous agreements, representations and understandings, written or oral, between Bell MTS and you relating to the Service.

Acknowledgement – By using the Service, you acknowledge that: (i) if applicable, you have received a copy of the User Guide and the Voucher; (ii) you have read all the terms and conditions in connection with these terms and conditions and, if applicable, the User Guide, the Voucher and your wireless device and accept those terms; and (iii) the information you provided to Bell MTS is up-to-date and accurate and you agree to notify Bell MTS of any change in the information provided.

Service Rules – You must only use the Service in compliance with the law and with all Service regulations Bell MTS issues or adopts from time to time. You may not use the Service for any illegal, interfering, annoying, offensive or dangerous purpose. For your own safety, and to protect the integrity of the Bell MTS Network, you must only use authorized equipment on the Service namely, the equipment must be technically and operationally compatible with the Bell MTS Network and must comply with the rules and regulations of Industry Canada. You must not resell, transfer or share the Service or any part of the Service and you shall not, and shall not permit anyone else, to reproduce, alter, adjust, repair or tamper with any signal, identification (including your wireless device’s electronic serial number, the mobile identification number or other numbers) or transmission function or component of any wireless device used on the Service, unless specifically authorized by Bell MTS in advance.

Third Party Applications/Services – Bell MTS shall not be responsible or liable to you for any content, applications or services provided to you by a third party for use with your wireless device, even if Bell MTS issues a billing statement to you for such content, applications or services on behalf of such third party.

Telephone Numbers – You will not own or have any property right to the wireless device number assigned to you by Bell MTS. Bell MTS reserves the right to change your wireless device number and any other wireless device identifiers such as electronic serial number, the mobile identification number or other numbers, from time to time, and in its sole discretion, without any liability whatsoever.

Service Interruption – The availability and quality of the Service will depend on the location of antenna sites and atmospheric, topographic and other conditions. The Service may also be disrupted due to maintenance, repair, or other network issues. Bell MTS cannot guarantee uninterrupted or error-free Service, nor does Bell MTS make any other representation as to coverage or quality of the Service.

Limitations of Liability – Except for physical injuries, death or damage to property caused by Bell MTS’s negligence, Bell MTS is not liable to you or to any other person for the following:

- defects or failures in transmission;
- any damages, loss of profits, loss of property, loss of earning, loss of business opportunities, personal injury, death and property damage or any other loss, however caused, resulting directly or indirectly from or arising out of this agreement, the Service, use of the Service, including any 9-1-1 emergency service, roaming service or other services and features or from the use of the Bell MTS facilities by other telecommunications carriers, or resulting from or arising out of defective equipment or hardware;
- any content transmitted or received on the Bell MTS Network, including content that may be dangerous, defamatory or annoying or which may infringe upon a person’s intellectual, privacy or other rights; or
- infringement of patents arising from combining or using your own facilities with Bell MTS’s facilities.

These limits apply to any act or omission of Bell MTS, its employees, agents and persons for whom it is legally responsible for, which would otherwise be a cause of action in contract, tort or any other doctrine in law. These limitations do not apply to the disclosure of confidential customer information.

No Warranty – Bell MTS does not guarantee the equipment, hardware, or the uninterrupted working of the Service or of any related equipment or hardware. Bell MTS also makes no representations and give no warranties, express or implied, with respect to: (i) your wireless device or other equipment other than those provided by the manufacturer; (ii) the suitability for any particular purpose of the Service, your wireless device or any other equipment; and (iii) with respect to third party applications/services, the equipment, hardware or Service of any third party.

Indemnity – You will indemnify Bell MTS from all damages, losses, expenses and any action, claim and judgment that may be made against Bell MTS by anyone in connection with your use or misuse of the Service, any equipment or hardware used with the Service, or violation of this agreement.

Termination – Bell MTS may, in its sole discretion, either terminate this agreement or suspend the Service, without notice or liability at any time if you are in default of this agreement or any other agreement with Bell MTS, any Bell MTS dealer or assignee. Bell MTS also reserves the right to terminate the Service if you carry a \$0 balance on your Prepaid Wireless account for more than 180 days, provided that such time period is subject to change without notice. You will be held responsible for all charges in connection with this agreement or any other agreement outstanding as of the date of termination or suspension, as the case may be. If there is remaining airtime, data or other service on the Bell MTS Prepaid Wireless account at the time of termination or suspension, such credit amount will be forfeited to Bell MTS, in addition to whatever other remedies Bell MTS may have recourse to at law. The SIM card from your device cannot be transferred to another type of device and may result in suspension of the Service.

Loss or Theft – It is your responsibility to notify Bell MTS immediately if your wireless device is lost, stolen or destroyed. You will be responsible for replacing your handset in addition to all fees and charges incurred until Bell MTS receives notification.

Privacy of Communications – Bell MTS does not guarantee the privacy of any communications while you are using the Service or equipment.

Confidentiality – Unless you consent in writing or disclosure is pursuant to legal power, all information kept by Bell MTS about you, other than your name and address, is confidential and will not be disclosed by Bell MTS to anyone other than you or:

- A person who in Bell MTS’s reasonable judgment is seeking the information as your agent;
- Another telecommunications carrier or person provided the information is to be used for the efficient and cost-effective establishment or provision of telecommunications services, and disclosure is made on a confidential basis with the information to be used only for that purpose;
- On your request, to any person providing a directory assistance or listing service, provided that disclosure of information other than your name, address and listed phone numbers is made on a confidential basis with the information to be used only for such purposes;
- An agent retained by Bell MTS in the collection of your account or to provide administrative services, provided the information is required for and is to be used only for that purpose;
- A law enforcement agency whenever Bell MTS has reasonable grounds to believe that you have knowingly supplied Bell MTS with false or misleading information or that you are, or anyone else using your equipment is, involved in unlawful activities directed against Bell MTS.

Privacy – You acknowledge that Bell MTS collects, uses and discloses personal information for the purposes identified in the Bell MTS Privacy Code. These purposes are: (a) to establish and maintain responsible relations with customers and to provide ongoing service; (b) to understand customer needs; (c) to develop, enhance, promote or provide products and services; (d) to manage and develop Bell MTS business and operations; and (e) to meet legal and regulatory requirements. You hereby consent to Bell MTS collecting, using and disclosing your personal information in accordance with the Bell MTS Privacy Code. The entire Bell MTS Privacy Code may be viewed on Bell MTS website at www.bellmts.ca/privacy, or will be provided upon request.

Direct Marketing – From time to time, Bell MTS may use e-mail, text messaging, telemarketing and direct mail to inform you about products and services from Bell MTS or related Bell MTS companies. If you do not wish to receive these types of communications, please call 204-225-5687.

Text Messaging – A charge applies per text message regardless of whether the text message was delivered to the destination. You must have the minimum credit amount required by Bell MTS on your Prepaid Wireless account to use this service. Please refer to the User Guide for more details. Text Messaging is only available on compatible digital wireless devices within Bell MTS digital coverage area.

Prepaid Service – Vouchers can only be used in connection with the Service. Vouchers are non-refundable and non-transferable. Bell MTS is not responsible for loss, theft or unauthorized use of any Voucher. When you deposit the Voucher value following the instructions on the back of the Voucher and in the User Guide, or use a credit card or ABM to make a deposit, you get the value as credits in your Prepaid Wireless account. Vouchers are valid for use until expiration indicated on the Voucher, or, in the case of credit card or ABM deposits, are valid for use until expiration as communicated to you at the time of deposit. Airtime and other rates are established at time of deposit of the Voucher value into your Prepaid Wireless account.

No-Commitment Plans – No-commitment monthly data plans can also be established. The activation date of such a plan will establish your first “Plan Month”. Bell MTS will charge the applicable monthly plan fee upon activation and at the beginning of each Plan Month thereafter until you terminate or change the Service. Any included Service not used during the Plan Month will be forfeited to Bell MTS. If you use all included data before the end of a Plan Month, you may purchase more of the Service by selecting another plan option. By doing so, you will establish a new Plan Month.

Changes – Expiry dates are subject to change without notice and the rates for Vouchers and Prepaid Wireless service features and pricing are subject to change without notice.

Complete Agreement – Terms of use and policies posted www.bellmts.ca are incorporated in this agreement.

Governing Law – This agreement shall be governed by and construed in accordance with the laws applicable in the Province of Manitoba.