

Bell Entertainment Service Agreement (the "Agreement")

Bell Canada ("Bell")

100 Wynford Drive, Suite 300, Toronto, Ontario, M3C 4B4

Your Statement of Cancellation Rights is attached at the end of this Agreement.

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, you, the undersigned, agree to rent the Equipment, and subscribe to the Service Plan, as defined in this Agreement and to all of the following terms and conditions:

1. Term. The initial service period ("**Initial Service Period**") of this Agreement shall commence on the Commencement Date as set out on the last page of this Agreement and continue for the period selected in Section **41**. Upon the expiry of the Initial Service Period, you may terminate this Agreement and return the Equipment as provided herein or continue to rent the Equipment on a month to month basis at Bell's then current terms and conditions and rates, plus applicable taxes, until terminated in accordance with Section **20** (the Initial Service Period, as continued, is herein called the "**Term**").

2. Rental. Bell will rent to you the number of Bell Entertainment consoles ("**Consoles**") that you select in Section **41**, an Ethernet-to-Coax network adapter, wireless gateway and other xDSL access equipment as required, (collectively, "**System**"), and all other applicable accessories such as the remote control ("**Accessories**") (collectively, "**Equipment**"), either new or refurbished. In the event that Bell introduces a one-box solution, the gateway and the adapter may be integrated in the Console or the Equipment may be replaced in accordance with Section **7**. The monthly cost of the first Console is \$**10**. Bell may limit the number of Consoles, wireless gateways and other Equipment on your account. All Systems must be activated by Bell at the address indicated in Section **40** of this Agreement (the "**Service Address**"). Once the System has been installed, the wireless gateway may not be moved or otherwise displaced other than by a Home Entertainment Specialist. Upon activation of your System, you will be authorized to receive the Bell Entertainment Service (defined in Section **3**) only at the Service Address. You may only receive the Bell Entertainment Service at another location if you open another account with Bell for the Bell Entertainment Service at that secondary location. You understand and acknowledge that the Equipment is required for the provision of the Bell Entertainment Service and your lease of the Equipment is ancillary and incidental to Bell's provision to you of the Bell Entertainment Service.

3. Service. You will (i) rent the Equipment selected in Section **41**; and (ii) subscribe to the Bell Entertainment Service plan that you select at the time of signing (the "**Service Plan**"), comprised of video, audio and internet access service (the Equipment and the Service Plan being collectively called the "**Bell Entertainment Service**") for the Term. The minimum period of time that you must continue to subscribe to the selected Service Plan (and pay for it) is the period selected in Section **41**. During the Term, you may change the selected Service Plan to any other Service Plan, provided however that under the new Service Plan you may no longer be able to benefit from the offers received by you under your original selected Service Plan. To confirm the applicable price for the Service Plan that will be charged to you, if it is not set forth in Section **41**, please visit Bell's website at bell.ca/entertainment or call **1 866 797-8686**.

4. Conditional Use of the Bell Entertainment Service. You are solely responsible for all access to, and use of, the Bell Entertainment Service through your Bell account. By accessing and using the Bell Entertainment Service you agree to (a) the terms and conditions contained in this Agreement, including the provisions regarding fees, charges and expenses herein; and (b) to comply with and use the Bell Entertainment Service in accordance with the Acceptable Use Policy referred to in Section **34** below, any anti-spam related documents and agreements provided to you by Bell, including the Anti-Spam Filtering Agreement applicable to the Bell Entertainment Service located at bell.ca/terms ("**Anti-Spam Agreements**"), any such other policies, practices, documents and agreements respecting the Bell Entertainment Service referenced herein or to which you may be directed when registering for or using the Bell Entertainment Service (collectively the "**Additional Agreements**"), and all applicable laws. You shall indemnify and hold Bell, its affiliates, agents and suppliers harmless from all liabilities and expenses related to any violation of this Agreement or the Additional Agreements by you or any user of your account, or in connection with any use of the Bell Entertainment Service. You will not (a) sell, market, provision, resell, re-market, directly or indirectly transfer, distribute or in any way exploit any portion of the Bell Entertainment Service; (b) use the Bell Entertainment Service in a manner that is contrary to any applicable law or regulation or contrary to this Agreement or any Additional Agreement; or (c) use the Bell Entertainment Service, or permit, assist or allow the Bell Entertainment Service to be used, for any abusive purpose or in any way that damages Bell's property or interferes with or disrupts the Bell Entertainment Service, Bell's network or other users.

5. Minimum Requirements. To be eligible to receive the Bell Entertainment Service, you must (a) have or qualify for a Bell One Bill account and be the person to sign the Agreement or have completed a form designating the third party to sign the Agreement; and (b) always meet the minimum requirements established by Bell including type and condition of computer and other equipment. The minimum requirements may change from time to time and you will be duly notified of any such change in accordance with Section **8**. Accordingly, unless you update your computer or other equipment, it may cease to be adequate to receive the Bell Entertainment Service. In such event, your sole remedy will be to terminate this Agreement, in accordance with Section **20** and you will be responsible for the outstanding balance on your account as well as any remaining fees.

6. Bell Entertainment Service Fees and Charges.

(a) Introduction

Bell Entertainment Service rates, fees and charges (set out in this Agreement and / or available upon request from the Customer Service Centre or online at Bell.ca) and taxes are charged in accordance with this Agreement. Bell reserves the right to impose other rates, fees and charges or to change the amount of existing rates, fees and charges, at any time, and will provide you with notice of any such change. If you have any concerns about the Bell Entertainment Service rates, fees or charges, contact the Customer Service Centre.

If your concern is related to the Programming (as defined in Section **25**), you may also contact the governing body for broadcasters in Canada, the CRTC, by writing to it (with a copy to Bell) at the following address: CRTC, Ottawa, Ontario, K1A 0N2.

(b) Billing policies, Statements and payments

You shall pay, in full, all amounts billed for Bell Entertainment Service and any other services you receive from Bell, and pay all taxes, fees and other charges, if any, which are now or may in the future, be assessed and identified on your Bell account (the “**Statement**”). Bell will bill you each month in advance for your Bell Entertainment Service. (Usage based charges will be billed in arrears). Your Statements will show the total amount due for all Equipment, services, programming, service enhancements (including, if you migrated to the Bell Entertainment Service from Bell's Sympatico service, charges for your pre-existing Internet Enhancements), other options, fees and charges, together with taxes and other changes since your last Statement, such as applied payments and credits. Unless otherwise stated in the Statement, the total amount due is payable upon receipt to avoid interest, administration fees and service disruptions. Contact the Customer Service Centre if there are billing errors or other requests for credit. You must contact Bell Customer Service Centre within forty-five (**45**) days from the Statement date to claim any billing errors in the Statement or to request any credits relating to that Statement. If you have not received your Statement, you must notify us and request another copy. Undisputed portions of the Statement must be paid. Additional copies of your Statement can be requested from the Customer Service Centre, subject to payment of the appropriate additional Statement fee.

(c) Paying your bill late, or with insufficient funds; Collection

You shall pay Bell in full by the payment due date all fees, charges and taxes due to Bell. Payment of your bill after the due date, will result in Bell charging you interest on all overdue amounts up to the greater of: (i) a compounded interest rate of two per cent (**2%**) per month (**26.82%** per year); and (ii) the highest interest rate permissible by law, at Bell's discretion, until paid in full. If your account remains unpaid for a period of sixty (**60**) days, Bell may also charge you administration, NSF, collection or other fees, as liquidated damages to offset the additional administrative, processing, banking, collection, legal or other costs associated with delinquent, unsatisfactory or NSF accounts. You understand and agree that in the case of late payment or nonpayment of any fees, charges or taxes contained in the Statement, Bell may report such late payment or nonpayment to credit reporting agencies.

(d) Termination of Bell Entertainment Service by Bell

If you do not pay in full all amounts owing as shown on your Statement within twenty-five (**25**) days after the date when payment is due, or if you fail to comply with any of your obligations under this Agreement or any Additional Agreements at any time, Bell has the right, without notice or demand, in its sole discretion, to (a) disconnect your Bell Entertainment Service; and / or (b) to take whatever steps are necessary to disable or modify the software in any of the Equipment. Bell retains the right to charge you a deactivation fee when it disconnects your Bell Entertainment Service. Bell will require you to pay all past due charges, the deactivation fee and any costs which are reasonably incurred by Bell as a result of the collection efforts on outstanding amounts before it reconnects your Bell Entertainment Service.

(e) Authorization to check credit history

By subscribing to the Bell Entertainment Service, you expressly authorize Bell to make inquiries into your credit history at any time in Bell's sole discretion, and to record the results of those credit inquiries on your account file at Bell.

(f) Additional Console Fee

If you activate more than one Console on your account, or if you subsequently activate an additional Console on your account, Bell will charge you a monthly fee for all additional Consoles, at the then current rate.

7. Return of Equipment; Non-Return Charges. You will return to Bell all of the Equipment, in good operating condition (reasonable and normal wear and tear excepted) within thirty (**30**) days from (a) the termination or expiry of the Term, (b) non-activation or deactivation of the Bell Entertainment Service, or (c) Bell's request. If you fail to return any of the Equipment within thirty (**30**) days, the reasonable depreciated value of the non-returned Equipment as determined by Bell ("**Non-Return Charges**") may be charged to your Bell account without prejudice to Bell's rights under Section **16**. During the Term, Bell may, at its sole discretion, replace any part of the System with Equipment having at least the same level of functionality as the Equipment being replaced. If you or Bell replace any part of the Equipment with a different model it will be covered under this Agreement and charges payable to Bell under this Section **7** will apply to the new models at then-published dollar amounts.

8. Changes; Amendments. To the extent permitted by applicable law, Bell may change or amend the Bell Entertainment Service and this Agreement, including any Additional Agreement at any time and from time to time, with or without your consent or authorization, including change or amendment to the Bell Entertainment Service fees, rates and charges or change, amendment or termination of any Bell Entertainment Service feature. Bell will notify you of any amendment to this Agreement or of any material change to the Bell Entertainment Service in advance by posting notice of such change at bell.ca/terms, by sending you notice via email to your Bell Sympatico parent email address or to another email address provided by you to Bell (in which case it is your responsibility to ensure that such email address remains current at all times) or by any other notice method that will likely come to your attention. You agree to go to bell.ca/terms periodically to review this Agreement to be aware of such modifications. Nothing in this Agreement shall be construed as obligating you to accept receipt of the Bell Entertainment Service after any change or amendment is made to the Bell Entertainment Service or this Agreement; however, to the extent permitted by applicable law, your sole remedy if you do not wish to accept such change or amendment shall be cancellation of the Bell Entertainment Service (and termination of this Agreement) including the payment of any charges that may apply.

Should you continue to rent the Equipment and use the Bell Entertainment Service after such change or amendment is effective, to the extent permitted by applicable law, such use shall be deemed to be your acceptance thereto and you expressly agree that no additional written agreement or express acknowledgement shall be required to accept such change or amendment.

Bell may, in its sole discretion and without your consent, migrate you to other networks and platforms or change its suppliers, as and when it becomes necessary. Without limiting the generality of the foregoing, Bell may effect such a migration or change in suppliers to maintain, upgrade or enhance the performance of the Bell Entertainment Service and other deliverables provided to you hereunder, to ensure continuity of the Bell Entertainment Service and the integrity of Bell's network, and/or to comply, as necessary, with manufacturers' requirements. You expressly agree that any such migration or change does not constitute an amendment or material change to this Agreement or to the Bell Entertainment Service.

You agree that you cannot change or amend this Agreement and that no customer service representative or sales representative is authorized to vary

the terms of this Agreement in any way, verbally or in writing, unless specifically approved in writing by Bell.

9. Limited Rental Warranty - Equipment. The Equipment you rent from Bell comes with the following limited rental warranty (“**Rental Warranty**”).

(a) Description:

Subject to the terms of this Rental Warranty, Bell will provide you with telephone and, to the extent deemed necessary by Bell, in its sole judgment, on-site or remote assistance to restore operation of your Equipment after service interruptions. If Bell or its authorized agent, in its judgment, determines that your Equipment is defective, whether due to poor workmanship, materials or otherwise, Bell, in its sole judgment, may either repair the Equipment or replace the Equipment with new or remanufactured equipment of comparable functionality (“**Replacement Equipment**”), as reasonably possible after you contact Bell, in accordance with and subject to the terms of this Rental Warranty. If Bell determines, in its sole judgment, that an on-site visit by a Home Entertainment Specialist following installation is required, it shall be covered under this Rental Warranty; however, additional charges may apply for customer caused Equipment damage. Coverage under this Rental Warranty is limited only to Equipment rented under this Agreement and any Replacement Equipment deemed to be Equipment pursuant to this Agreement. All records reflecting or relating to the Replacement Equipment received by you from Bell should be kept with this Agreement. To the extent that Bell is required to substitute any part of your Equipment, in accordance with the Rental Warranty, with Replacement Equipment, you acknowledge that, upon delivery to you of the Replacement Equipment, this Agreement will automatically and without any further act, thing or document (i) no longer apply and be at an end with respect to the Equipment that is being replaced by Bell (“**Replaced Equipment**”), and (ii) apply to the Replacement Equipment as if it were the original equipment rented hereunder and all terms of this Agreement will apply to the Replacement Equipment. The term “**Equipment**” hereunder will, in such circumstances, be deemed to refer to the Replacement Equipment in place of the Replaced Equipment.

(b) Duration:

You will have coverage under this Rental Warranty from month to month as long as: (i) your Bell account remains current and in good standing; (ii) you are not in breach of any terms and conditions of this Agreement, any Additional Agreements, any other agreement between you and Bell or applicable law; AND (iii) the Equipment is located at all times at the Service Address.

(c) If You Need Service:

If you need service relating to your Bell Entertainment Service, call **1 866 797-8686** to reach a Bell Entertainment Expert to assess your problem and assist you in performing troubleshooting procedures over the telephone. If the Bell Entertainment Expert cannot restore your Bell Entertainment Service over the telephone, subject to the terms of this Rental Warranty, Bell may, in its sole judgment, either (i) arrange to send a technician to perform an on-site service call during normal business hours, or (ii) replace the Equipment with Replacement Equipment. From time to time, Bell may refer you to third parties and third party websites, including for training, support, maintenance, hardware and software. You understand and agree that all such references are provided as a courtesy only, are without guarantee, are used at your sole risk, and that Bell, together with its affiliates, agents and suppliers, will not be liable for, and hereby disclaims all liability for, such referrals, third parties and their websites, products and services and any damages arising therefrom.

(d) Exclusions:

This Rental Warranty does not cover any costs of, or related to: (i) any installation services that were requested and performed that exceeded Premium Installation and Set Up; (ii) shipping and handling; (iii) removal or reinstallation of the Equipment; (iv) shipping damage if the Equipment was not packed and shipped in the manner prescribed; (v) consumer instruction, physical set-up or adjustment of any consumer electronic devices, remote control batteries, signal reception problems, loss of use of the System; (vi) Equipment if used to receive signals other than those authorized by Bell, in whole or in part; and (vii) Equipment that was serviced or operated outside Canada. Damage to Equipment or defective Equipment and service interruptions caused by any of the following (in Bell's sole judgment) are also excluded from coverage under this Rental Warranty: (i) misuse, abuse, neglect, intentional interference or damage, accident, theft, insect or other infestation, electrical or telephone line surges, fire, water, foreign substance, windstorm, hail, earthquake, lightning, riot or act of God; (ii) your television, your computer or equipment related to your television or computer, or any other equipment which is not owned or provided by Bell; (iii) relocating the Equipment to a location other than your Service Address, or the subsequent installation of additional equipment, or reinstallation, or reconfiguration of the Equipment installed under this Agreement; (iv) any use at a location other than your Service Address; (v) exterior or cosmetic parts of the Equipment, including paint, finish, bezel, cords and connectors; (vi) any component of the Equipment that has been opened, tampered with, repaired, or otherwise accessed, by anyone other than Bell or its authorized agent; (vii) installation of the Equipment other than by Bell or its authorized agent; (viii) conditions outside of Bell's reasonable control; or (ix) any cause excluded from coverage under the manufacturer's warranty applicable to the relevant Equipment; or (x) batteries. If Bell determines, in its sole judgment, that failure of Equipment and/or service interruption was caused by any of the above, Bell may charge you, against your Bell account, a fee based upon then current costs of labour (excluding any initial trip charge necessary to diagnose the issue), materials and Replacement Equipment. Bell may also charge you a security deposit upon the replacement or repair of the Equipment, where permitted by law.

(e) Eligibility:

To continue to be eligible for service under this Rental Warranty, you must: (i) fully cooperate with Bell's troubleshooting, diagnosis and replacement, if necessary, of Equipment and disclose all relevant information; (ii) provide Bell or its authorized agent with adequate access to the Equipment, in a non-threatening and safe environment for servicing, with an authorized adult present at the time of servicing; (iii) not use the Equipment for business or commercial purposes; (iv) not mislead, defraud or make any misrepresentation to Bell or falsify any documents or records; and (v) keep the Equipment free from accumulation of dirt or moisture, excess heat or cold, and operate it in accordance with the instructions in the manual provided by Bell. If Bell determines, in its sole judgment, that you are in breach or default of any of these terms and obligations, Bell may, among other things, charge you, against your Bell account, a fee based upon then current costs of labour (including any trip charge necessary to diagnose the issue), materials and Replacement Equipment. Bell may also charge you a security deposit upon the replacement or repair of the Equipment, where permitted by law.

(f) Extent:

Salespersons may have made oral statements to you about the Equipment. Such statements do not constitute representations, conditions, guarantees or warranties and do not form part of this Agreement. Except as otherwise expressly stated in this Rental Warranty, Bell provides no representation, warranty, guarantee or condition expressed or implied, legal, statutory, customary or otherwise respecting the Equipment or the Bell Entertainment Service, including its merchantability, state or condition, quantity, design, workmanship, durability for any period of time, efficacy, capacity, performance or fitness for purpose or its freedom from liens or encumbrances or that it complies with all mandatory

federal and provincial health, safety and quality standards. All such representations, warranties, guarantees and conditions are expressly disclaimed, except to the extent where, by statute, they cannot be disclaimed, waived or limited. In no event shall Bell be liable for any indirect, special, consequential, punitive, exemplary or incidental damages, including lost time, loss of revenue, loss of profit, loss of use of covered Equipment or any other damages resulting from the breakdown or failure of the Equipment, delays in servicing or the inability to service any Equipment or any part thereof covered by this Rental Warranty. If Bell is required to make a payment under this subsection, the total amount payable shall in no case exceed the amount of the cash value of the rented Equipment or any component thereof at the time of signing this Agreement.

(g) Miscellaneous:

Bell may, from time to time, change the terms and conditions of this Rental Warranty and will notify you of any material changes and their effective date. You must assure compliance with all applicable building codes, zoning ordinances, covenants, conditions and restrictions (collectively "**Legal Requirements**") and obtain all permits, licenses, approvals and authorizations related to or necessary for the installation of the Equipment and the services provided under this Agreement, and pay all fees and charges in connection therewith. You are solely responsible, and Bell is not responsible, for any fines, penalties, costs or charges for installation or service in violation of any Legal Requirements or these requirements. Removal of any of the Equipment due to your failure to comply with any Legal Requirements or these requirements will not alter, relieve, waive or dismiss your obligations under the Agreement. If you do not own the Service Address, you represent and promise to Bell that the installation of the Equipment has been approved by all owners and encumbrances of the Service Address, and that the Equipment will not be charged, mortgaged or subject to any liens, interests or claims, and you will indemnify Bell if this is not true. The Equipment will not be removed from your Service Address without Bell's prior consent. You are responsible for any loss or damage to the Equipment which may be caused by abuse, tampering or any other act or omission of any party other than Bell. This Rental Warranty may not be assigned, voluntarily or involuntarily, whether by operation of law or any other manner.

10. Ownership of Equipment. Title in and to the Equipment rented under this Agreement will at all times remain with Bell and not pass to you. You will not sell, lease, rent, mortgage or charge or grant any right in the Equipment to anyone. You will not remove or alter any identification tags, markings or serial numbers located on the Equipment.

11. Equipment Software Update.

- (a) THE EQUIPMENT CONTAINS SOFTWARE THAT IS UNDER LICENSE TO OR OWNED BY BELL. YOUR LICENSE TO USE THIS SOFTWARE IS LIMITED TO RECEIVING AND VIEWING BELL ENTERTAINMENT SERVICE AUTHORIZED BY BELL ONLY. IF BELL HAS REASONABLE GROUNDS TO BELIEVE THAT YOU ARE RECEIVING UNAUTHORIZED BELL ENTERTAINMENT SERVICE OR USING THE SOFTWARE FOR ANY OTHER UNAUTHORIZED PURPOSE, IT RESERVES THE RIGHT TO MODIFY OR DISABLE THE SOFTWARE IN ITS EQUIPMENT OR TO OTHERWISE DISABLE THE EQUIPMENT.
- (b) IF THE SOFTWARE IS DISABLED OR MODIFIED, THE EQUIPMENT MAY NOT FUNCTION PROPERLY. YOU MAY NOT MODIFY, TEST, REVERSE ENGINEER, DECOMPILE, TAMPER OR ACCESS THIS SOFTWARE FOR ANY REASON WHATSOEVER. RECEIVING SIGNALS WITHOUT AUTHORIZATION, INCLUDING FOR THE PURPOSE OF SHARING OR "TESTING," IS THEFT AND MAY RESULT IN CRIMINAL CHARGES OR A CIVIL SUIT BEING BROUGHT AGAINST YOU.
- (c) Bell reserves the right, from time to time, to update or upgrade the software in your Equipment to ensure that your Equipment will remain compatible with and function properly with any technological advances or improvements made to the Bell Entertainment Service. In certain circumstances, it may be necessary to modify or remove some software features to introduce new features and to ensure your Equipment remains compatible with such technological advances or improvements.

12. Licence of Inside Wiring. You shall retain rights and/or title to (where appropriate) any wiring inside your Service Address, whether or not it is installed by Bell. You hereby licence Bell to have sole and exclusive access and use of the wiring inside your Service Address that Bell deems is required to install and operate the Equipment to allow you to receive the Bell Entertainment Service. You shall not modify, disturb, amend or otherwise compromise the inside wiring in any way that could affect or disrupt the integrity of the Bell Entertainment Service; doing so may result in an on-site service call by a Home Entertainment Specialist, at your cost, to restore the inside wire to its appropriate state. Bell shall not in any way be responsible for the state or condition of the existing wiring, your use of the wiring and any resulting interference with, slow down of, or any other performance issues pertaining to the Bell Entertainment Service.

Where required, you also appoint Bell as your agent to deliver notice on your behalf to the television broadcast distribution undertaking currently serving your Service Address to terminate any existing television and audio broadcasting service to your Service Address and to take any required action pursuant to Section **10** of the Broadcasting Distribution Regulations to ensure Bell can secure the necessary license to use the inside wiring at your Service Address.

If at any point after the installation you wish to license another provider to use the inside wire that Bell is using as part of the Bell Entertainment Service, please call the Customer Service Centre at **1 866 797-8686** to arrange for an on-site service call to reinstall your Bell Entertainment Service, at your cost.

13. Loss. If any of the Equipment is stolen or otherwise removed from your Service Address, you will notify the Customer Service Centre at **1 866 797-8686** immediately, but in no event more than five (**5**) days after such removal. You will be liable for unauthorized use of the Equipment until such time as Bell is properly notified. Bell will not replace any lost or stolen Equipment, unless expressly required by law. If Bell is not required to replace the lost or stolen Equipment, this Agreement will terminate with respect to such Equipment following your notice to Bell. If you wish to rent new Equipment from Bell to replace the lost or stolen Equipment, such rental will be subject to the terms and conditions of a separate agreement with Bell.

14. Transferring your account or equipment. You may not assign or transfer your rights to the Bell Entertainment Service without Bell's prior written consent. If you do, you will be in breach of this Agreement, and Bell may deactivate your Bell Entertainment Service and terminate this Agreement.

15. Downgrading your Service Plan. You may downgrade your Service Plan for any reason at any time by notifying the Customer Service Centre, if your account is in good standing with all payments up to date. Bell will deactivate the Service Plan you request to be terminated and activate the new Service Plan effective as of the next billing cycle date after receiving your notice. Since you would have paid for the Service Plan you are terminating or downgrading in advance up to the next billing cycle date, no credit or refund will be payable in respect of such terminated or downgraded Service Plan. In addition, no deactivation fee will be payable in such case.

16. Default.

(a) **The following applies to customers residing in a province or territory other than Quebec.** The occurrence or happening of any one or more of the following events will constitute an event of default ("**Default**"): (i) you breach any term or condition of this Agreement, any Additional Agreements or other agreement between you and Bell (including payment and return obligations); (ii) you become insolvent or subject to any bankruptcy or insolvency proceeding, whether voluntary or initiated against you; or (iii) a writ, execution, attachment, or similar process is issued or levied against the Equipment or any part of the Bell Entertainment Service. Upon the happening of an event of Default, in addition to its other rights and remedies at law, equity, or otherwise, Bell may, to the extent permitted by law and without any liability: (i) terminate the Bell Entertainment Service; (ii) enter upon the premises where the Equipment is located and take immediate possession thereof; (iii) require the immediate return of the Equipment at the address specified by Bell; (iv) accelerate all amounts and monthly fees, charges and other rental rates, fees and charges owing or to become owing hereunder; and/or (v) terminate this Agreement and by written notice to you specifying a payment date not earlier than ten (**10**) days, or such other date as permitted by law, from date of such notice, require you to pay to Bell on the date specified in such notice as a genuine pre-estimate of liquidated damages and not as a penalty, the following amounts: (**1**) all outstanding amounts and monthly fees and other rental rates, owing to Bell as at the termination date; (**2**) all remaining payments due for the balance of the Term; (**3**) all Non Return Charges, and other fees, charges and amounts owing on account of the Equipment (to the extent permissible by law) or Bell Entertainment Service also terminated by you and other costs, fees and charges referenced in this Agreement; and (**4**) all reasonable costs incurred by Bell to enforce its rights hereunder, protect and recover the Equipment amounts due hereunder, including reasonable costs of (i) legal counsel (judicial and extra-judicial) and (ii) collection agencies, as well as court costs, to the full extent permitted under applicable law.

(b) **The following applies to customers residing in Quebec.** The occurrence or happening of any one or more of the following events will constitute an event of default ("**Default**"): (i) you breach any term or condition of this Agreement or other agreement between you and Bell (including payment and return obligations); (ii) you become insolvent or subject to any bankruptcy or insolvency proceeding, whether voluntary or initiated against you; or (iii) a writ, execution, attachment, or similar process is issued or levied against the Equipment or any part of the Bell Entertainment Service. Upon happening of an event of Default, in addition to its other rights and remedies at law, equity, or otherwise, Bell may, (i) terminate the Bell Entertainment Service; (ii) exact immediate payment of that which is due; (iii) exact immediate payment of that which is due and declare all future unpaid amounts due as monthly fees, payments or other rental payments to the end of the Initial Service Period, immediately due and payable and exact, as permitted by law, immediate payment of all such amounts plus any other amounts due under this Agreement and all legal costs and fees actually incurred by Bell in asserting or pursuing its remedies; or (iv) retake possession of, or require you to return to Bell, the Equipment in the manner permitted by law. If Bell retakes possession of the Equipment or if you voluntarily return the Equipment to Bell before the expiration of the Initial Service Period or termination of the Term, Bell will be able to terminate this Agreement, keep all amounts that you have already paid to Bell and claim from you damages resulting directly and immediately from the termination of this Agreement. In the manner permitted by law, Bell may elect to change its recourse at any time.

17. Indemnity. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU SHALL INDEMNIFY AND HOLD BELL HARMLESS FROM AND AGAINST ANY LOSS OR DAMAGE TO ANY PERSON, EQUIPMENT AND/OR PROPERTY ON WHICH EQUIPMENT IS LOCATED AND FROM ALL CLAIMS, LOSSES, INJURIES, TAXES, EXPENSES AND COSTS RELATED TO THE INSTALLATION, REMOVAL, USE, MAINTENANCE OR CONDITION OF THE EQUIPMENT, TRANSFER OF EQUIPMENT TO YOU OR YOUR TERMINATION OF OR DEFAULT UNDER THIS AGREEMENT, ANY ADDITIONAL AGREEMENT OR ANY OTHER AGREEMENT BETWEEN YOU AND BELL.

18. Limitation of Liability. BELL AND/OR ANY OF ITS SUPPLIERS WILL NOT BE LIABLE FOR ANY INTERRUPTIONS IN BELL ENTERTAINMENT SERVICE OR LIABLE FOR ANY DELAY OR FAILURE TO PERFORM, IF SUCH DELAY OR NONPERFORMANCE ARISES IN CONNECTION WITH ANY ACTS OF GOD, FIRES, EARTHQUAKES, FLOODS, POWER FAILURE, FAILURE TO REPLACE EXISTING TECHNOLOGY, ACTS OF ANY GOVERNMENTAL BODY OR ANY OTHER CAUSE BEYOND ITS REASONABLE CONTROL. BELL MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, REGARDING THE BELL ENTERTAINMENT SERVICE PROVIDED TO YOU AND ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED. IN NO EVENT SHALL BELL HAVE ANY LIABILITY FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES RELATING TO THE EQUIPMENT OR RESULTING FROM BELL FURNISHING OR FAILING TO FURNISH ANY PART OF THE EQUIPMENT OR THE BELL ENTERTAINMENT SERVICE TO YOU OR FROM ANY FAULT, FAILURE, DEFICIENCY OR DEFECT IN THE EQUIPMENT OR BELL ENTERTAINMENT SERVICE FURNISHED TO YOU. IN NO EVENT SHALL BELL'S LIABILITY TO YOU EXCEED THE TOTAL VALUE PAID TO BELL BY YOU FOR THE BELL ENTERTAINMENT SERVICE.

19. No Liability for Content. Be aware that some content, products or services (the "**Content**") available with or through the Bell Entertainment Service may be offensive to you or may not comply with applicable laws. Neither Bell nor any of its affiliates or suppliers necessarily attempt to censor or monitor any such Content. You assume total responsibility and risk for access to or use of such Content. It is your responsibility to impose any restrictions on viewing by you, other members of your household, or your or their invitees, and neither Bell nor its affiliates or suppliers shall be liable to anyone due to, or based on, the content of any of the Bell Entertainment Service furnished to you. Bell and its affiliates and suppliers assume no liability whatsoever for any claims or losses arising out of or otherwise relating to access to or use of such Content.

20. Termination of Agreement. To terminate this Agreement at the end of the Term, you must give Bell a minimum of thirty (**30**) days prior notice by calling **1 866 797-8686**, and arrange to uninstall and return to Bell, all the Equipment provided to you by Bell under this Agreement or any Additional Agreement, in good working condition, subject to reasonable and normal wear and tear, within the deadlines set out in Section **7**. If you fail to return any of the Equipment within the deadlines set out in Section 7, Non-Return Charges may be charged to your Bell account without prejudice to Bell's rights under Section **16**. Bell may, in its sole discretion (a) attend at your premises to remove the Equipment or any part thereof subject to a removal fee, in which case you will obtain and grant, at your cost, all authorizations, permits and approvals necessary for Bell to attend at your premises for de-installation, or (b) abandon and leave the Equipment, or any part thereof, at your premises and you hereby expressly acknowledge that

Bell shall not be responsible therefore or for any costs or damages associated with de-installation or removal of the Equipment unless caused by Bell's intentional fault, negligence or poor workmanship at the time of de-installation or removal, other than normal wear and tear.

21. Notices; Demands. Any document sent under this Agreement and any demand for payment will be conclusively considered to have been received by you (a) when Bell delivers the document or demand to you, or (b) on the fifth (**5**th) day after Bell mails it to you, at the latest address Bell has for you in its records.

22. This Clause applies only to the customers renting in Quebec.

(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 fortuitous event 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 116, 150.10, 150.11 and 150.13 to 150.17 of the Consumer Protection Act (R.S.Q., c. P-40.1) and, where necessary, to communicate with the Office de la protection du consommateur.

23. Miscellaneous. The parties hereto expressly agree that this Agreement will be written in the English language. Les parties aux présentes conviennent à ce que ce document soit rédigé dans la langue anglaise. Time is of the essence with respect to this Agreement. This Agreement will be binding upon and enure to the benefit of the parties hereto, their permitted successors and permitted assigns. If any provision of this Agreement is declared invalid, to the extent permitted by law, such provision will be deemed severed and will not affect the remaining provisions. Clerical errors will not affect the validity of this Agreement and Bell will be entitled to unilaterally correct the same. If you have signed any other agreement with Bell, the terms and conditions of that agreement will remain in effect in addition to the terms and conditions of this Agreement. To the extent of any inconsistency or conflict between this Agreement and any previous agreement between you and Bell relating to the subject matter hereof, the terms and conditions of this Agreement apply. Bell may from time to time communicate to you through email or other method of communication certain changes and amendments to this Agreement and the Additional Agreements. You shall familiarize yourself with all such communications and follow the instructions provided therein as and when required. Bell shall not be liable for any damage to you or your property resulting from your failure to respond to its communications. Bell is a federally-regulated undertaking and as such this Agreement, including all matters relating to its validity, construction, performance and enforcement, shall be governed by applicable federal laws and regulations of Canada and only those provincial laws and regulations that are applicable to it. The terms and conditions of this Agreement and the Additional Agreements are subject to amendment, change or termination if required by such laws or regulations. If any provision in this Agreement or any Additional Agreement is declared to be invalid or in conflict with any such law or regulation, that provision may be deleted or modified, without affecting the validity of the other applicable provisions. The word "including" means including without limitation.

24. Personal and Credit Information. Presentation of photo identification may be required before completing this Agreement to: (a) prevent potential signal theft activity by accurately identifying rental customers; (b) prevent commercial resale or rent of Equipment; and (c) ensure the accuracy of your contact information. Bell, from time to time, may conduct personal and credit investigations against you. You expressly authorize and consent to the collection and maintenance of your credit and personal information by Bell necessary to assist it in collecting amounts owed by you. If you withdraw your consent during the Term, Bell may terminate this Agreement. Bell reserves the right to terminate this Agreement if the credit information so obtained does not satisfy Bell credit requirements, of which you will be notified. Copies of the personal and credit information collected on this form

will be retained by Bell and its authorized sales agents, and may also be used to make relevant decisions in connection with services and programs. Personal and credit information will be made available only to employees and advisors of Bell for purposes of their duties or as prescribed by law. Your file will be kept at Bell's offices from time to time, which are currently located at 100 Wynford Drive, Suite 300, Toronto, Ontario, M3C 4B4. You expressly authorize and consent to the collection and maintenance of such credit and personal information by Bell.

ADDITIONAL TERMS APPLICABLE TO THE TELEVISION COMPONENT OF THE BELL ENTERTAINMENT SERVICE

25. Programming. "Programming" means, as the context requires, any or all of the Bell Entertainment Service television programming, subscription programs, programming packages, iTV Home Page, Smart PVR services, Pay Per View services, On Demand services, Interactive Services, à la carte programming, any applicable fees and any other services that Bell or its affiliates provide to you from time to time.

26. Use of the Consoles. Your right to receive and view the Programming is granted only for Consoles situated at your Service Address that have been authorized by Bell to receive such Programming. Bell reserves the right to verify that the Service Address is located in Canada and that all active Consoles on your account are located at the address listed on your account as your Service Address. If any Subscriber is found to be in violation of this or any other provision or policy, Bell may disconnect access to the Bell Entertainment Service immediately without notice to such Subscriber. As a Subscriber, you are responsible for all Programming that is ordered for your Consoles. If you have concerns about other persons ordering Programming for your Consoles without your authorization, request a personal identification number (PIN) for your account, which will be used by our Customer Service Centre to help prevent unauthorized Programming orders.

27. Additional Consoles in Same Household. It is a condition that any additional Consoles rented and activated to receive the same Programming as your initial Console must be located at the Service Address listed on your account. Bell may, in its sole discretion, disconnect your Bell Entertainment Service if you activate additional Consoles in breach of this section. The activation of any new additional Console(s) is subject to the additional Console fee described in Section 6(f). You may activate up to a maximum of three (3) additional Consoles on your account at any time.

28. Furnishing of Programming by Bell

(a) Programming availability.

All Programming is provided on a "subject to availability" basis. Certain Programming transmitted by Bell, including sports events, may be "blacked out" in your area of reception from time to time at the request of the programmer for copyright or other reasons. If you circumvent or attempt to circumvent any of these blackouts, you may be subject to legal action. Programming may also be subject to temporary interruption due to natural phenomena or causes outside of its control, such as, but not limited to, thunderstorms. Bell will not refund charges or credit you for the blackout period or temporary interruptions. In addition, BELL WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE WHICH YOU SUFFER AS A RESULT OF ANY SUCH BLACKOUT OR TEMPORARY INTERRUPTION. However, if Bell causes a material interruption of Programming which is not related to natural phenomena or causes outside of its control, Bell will provide a credit or refund, at your request, for the Programming interruption period. For greater certainty, no credit or refund will be provided for Programming interruptions resulting from Bell disabling or modifying the software in a Console pursuant to this Agreement or any Additional Agreement, or if Bell can no longer provide any particular Programming for any reason.

(b) Private viewing.

The right Bell provides you to receive and view the Programming is for your private home viewing at the Service Address, use and enjoyment and you will not receive or view, or so attempt, any of the Programming outside of your private residence which you listed as your Service Address. You are only permitted to exhibit the Programming solely in your private residence, listed as your Service Address. The Programming may not be rebroadcast, transmitted or performed in any form, and no admission charged, or any other consideration received, by or for your benefit from any third party in return for allowing such third party to listen to or view any Programming provided by Bell.

(c) Warning against piracy.

It is against the law to receive the Programming, or any portion of the Bell Entertainment Service, without paying for it (unless expressly permitted to do so by Bell). Doing so may result in civil or criminal penalty. Bell also reserves the right to take any other action to prevent the reception of its Programming without payment to, or authorization by, Bell, including the right to modify or disable the software in the Console in accordance with this Agreement.

(d) Additional Rules for Pay Per View ("PPV") and On Demand Programming.

Unless otherwise indicated by Bell at the time you place your order for PPV or On Demand Programming, all sales of PPV or On Demand Programming are final. In the event that Bell is unable to provide any PPV or On Demand Programming that you have ordered, Bell shall credit you the amount for that PPV or On Demand Programming. Bell shall have no other liability for cancelled events or failure to provide any PPV or On Demand Programming. Certain PPV or On Demand Programming may only be ordered if you also subscribe to other prerequisite Programming. You shall indemnify and hold harmless Bell from any claims, liabilities, losses or damages resulting from your use

of PPV or On Demand Programming in contravention of Section 28(b) or 28(c) of this Agreement.

ADDITIONAL TERMS APPLICABLE TO THE INTERNET SERVICE COMPONENT OF THE BELL ENTERTAINMENT SERVICE

29. Bell Entertainment Internet Access. Bell Entertainment Internet Access is an integral feature of Bell Entertainment Service and represents \$50 / month of the monthly Bell Entertainment Service fee for Ontario subscribers. Bell Entertainment Service includes the following features together with the other features and functionality described, from time to time, at bell.ca/entertainment:

- i. an Internet connection;
- ii. bandwidth usage with a limit on the combined download (from the Internet to you) and upload (from you to the Internet) bandwidth activity to be identified to you by Bell when you place your order. An additional charge will apply for bandwidth activity that exceeds this limit. It is your responsibility to monitor and manage your monthly download and upload bandwidth activity. To allow you to monitor your monthly upload and download bandwidth activity, the Bandwidth Activity Tracker is available after you login to the Customer Self Care site at bell.ca;
- iii. 1 dynamic IP address;

- iv. Dial access, where technology permits. An allotment of time is provided at no extra charge, with each additional hour billed at an additional charge (plus applicable taxes and long distance charges). Visit bell.ca/entertainment for details;
- v. Sympatico Mail enhanced by MSN. You will be required to use Windows Live™ ID (formerly known as Microsoft™ Passport) in conjunction with the use of your email. Use of Windows Live™ ID (formerly known as Microsoft™ Passport) is governed by its own terms of use, which are located at agreements.sympatico.ca. It is your responsibility to ensure that you review and agree to such terms of use. Microsoft, Windows Live™ ID and related logos are trademarks of Microsoft Corporation.

Bell may offer to you certain optional services, including safety and security features and communications tools, for use in connection with Bell Entertainment Internet Access ("**Service Enhancements**"). For the purposes of this Agreement, the term "**Bell Entertainment Internet Access**" will include any Service Enhancement(s) that you have selected and are receiving.

30. Software and Documentation Supplied. You require use of an Internet browser to use Bell Entertainment Internet Access. You will receive a copy of Microsoft™ Internet Explorer software.

Any software or documentation supplied by Bell, its agents and/or suppliers, or otherwise made available for your use in connection with Bell Entertainment Internet Access under this Agreement, shall remain the property of Bell, its agents and/or suppliers, as applicable. You shall take appropriate steps to protect same against loss or damage. The use by you of any such software and documentation in connection with Bell Entertainment Internet Access shall be subject to the terms and conditions of an associated software license agreement or terms of use (the "**Software License Agreement**"). It is your responsibility to ensure that you review and agree to the terms and conditions of the applicable Software License Agreements, including the Software License Agreement applicable to Microsoft™ Internet Explorer, before installing or using the software or documentation. Unless otherwise provided in the applicable Software License Agreement, all Software License Agreements will terminate upon termination of this Agreement.

31. Performance Levels. To the extent permitted by applicable law, Bell does not guarantee or warrant the performance of Bell Entertainment Internet Access or any throughput speeds. Speed is a function of the bottlenecks experienced upon, and quantity of usage of, the wider network architecture of the Internet itself; any content that you may access through Bell Entertainment Internet Access may be subject to "caching" at intermediate locations on the Internet; and simultaneous use of high bandwidth applications (example, streaming media) by one or more (example, home networking) users may result in an experience that is slower when compared to a single application used by a single user. The speed of your Bell Entertainment Internet Access will also depend on the number of applications (example, television sets) that are in use at the time.

32. Security. Bell is not responsible for any corrupted data, files or viruses which affect you or the Bell Entertainment Internet Access. You must safeguard your system, through appropriate means (for example, using commercially available software) from theft, unauthorized use or system corruption. Any detriment caused to the network as a result of your failure to properly secure your system may result in the immediate cancellation of your Bell Entertainment Service.

33. IP Address / Email Address / Host Name. Any IP address, email address, or host name assigned to you by Bell is the property of Bell at all times, and may be changed or withdrawn at any time in Bell's sole discretion. IP addresses will change each time your wireless gateway or system is powered off, or any time at Bell's discretion without prior notice to you. Bell assumes no liability whatsoever for any claims, damages, losses or expenses arising out of or otherwise relating to any change in IP address, email address or host name.

34. User Information; Other Information; Acceptable Use Policy. Bell cannot ensure or guarantee the privacy of any information you choose to transmit through use of the Bell Entertainment Service. Any such use shall be at your sole risk and Bell, its affiliates, agents and suppliers shall be relieved from all liability in connection therewith. Your messages may be the subject of unauthorized third party interception and review. An individual with Internet access can cause, among other things, damage, incur expenses and enter into contractual obligations while on the Internet. All such matters are your sole responsibility. Bell has no obligation to monitor Bell Entertainment Internet Access, any content or your use of Bell's networks. However, you agree that Bell reserves the right from time to time to monitor the Bell Entertainment Internet Access electronically, monitor or investigate content or your use of Bell's networks, including bandwidth consumption, and to disclose any information necessary to satisfy any laws, regulations or other governmental request from any applicable jurisdiction, or as necessary to operate Bell Entertainment Internet Access or to protect itself or others.

You hereby acknowledge that Bell, its affiliates, agents and suppliers may retain and use any information, comments or ideas conveyed by you relating to the Bell Entertainment Internet Access (including any products and services made available on Bell Entertainment Internet Access). This information may be used to provide you with better service.

Bell may send you Bell Entertainment Service related information on a regular basis via email addressed to your Sympatico parent email address or to another email address provided by you to Bell (in which case it is your responsibility to ensure that such email address remains current at all times). You agree to review and to familiarize yourself with all such Bell Entertainment Service related information, and Bell is not liable for any damage or detriment to you or your property resulting from your failure to do so. Your continued use of the Bell Entertainment Service following delivery of any such Bell Entertainment Service related information means that you accept and agree to comply with such information.

Acceptable Use Policy. Bell ("Your Service Provider") is committed to being a responsible network citizen. To assist Your Service Provider in protecting the usefulness and enjoyment of the Internet, you agree to abide by the terms of the Acceptable Use Policy at bell.ca/terms (the "AUP").

ADDITIONAL TERMS APPLICABLE TO THE BELL ENTERTAINMENT SERVICE INSTALLATION AND SET UP

35. Premium Installation and Set Up. All Equipment must be installed by a Home Entertainment Specialist and you shall pay a fee of one hundred and ninety-nine dollars (**\$199.00**) for Premium Installation and Set Up. If you are a New Customer, then at the time of your initial Installation and Set Up only, you will be entitled to the Premium Installation and Set Up of the System including each Console you rent up to a maximum of four

(4). Upon entering into this Agreement, you will also be required to sign an installation work order ("**Work Order**") for the installation work to be performed in connection with this Agreement, which may stipulate additional installation charges, if any, for any additional work needed to install the Equipment, which is not covered under the terms of "Premium Installation and Set Up". These charges will be disclosed to you prior to signing the Work Order and entering into this Agreement. It is your responsibility to create data backups before the Installation and Set Up. Bell or its agents will not be held responsible for any loss of data.

36. Access to Premises and Installation Permits. You will, at your cost (a) grant Bell and its agents safe access to your premises to install and activate the Equipment, (b) obtain all permits, consents, approvals and authorizations for the installation, including any modifications to the premises, and (c) pay all installation charges and Work Order charges.

37. Missed Service Installation and Set Up Appointments. In no event will Bell be responsible for any claims, damages, losses or expenses, including lost wages or missed work, if an appointment for the Bell Entertainment Service Installation and Set Up is missed, either by Bell or by any third party installer. If you are not at home when the Home Entertainment Specialist arrives, they will leave a card on your door with a phone number to call to re-schedule an appointment. A charge may apply for a follow-up service or Installation and Set Up call.

38. Home Entertainment Specialist Authorization. You hereby authorize the Home Entertainment Specialist to take all steps necessary to facilitate the installation, set-up and operation of the Bell Entertainment Service on one personal computer at your Service Address, including inspecting your home wiring, verifying bandwidth capabilities, installing and/or configuring wiring, Equipment, the System and other components, as necessary, as well as accessing, downloading and installing third party software and applications necessary to enable the Bell Entertainment Service. You acknowledge that such third party software or applications may contain licences and other terms and conditions to which you must agree prior to downloading and using such software or application.

39. Service Set Up Warranty. Bell will provide you with a **45** day service set up warranty on material and labour provided in connection with the Bell Entertainment Service Installation and Set Up. This warranty will not cover repair or damage as a result of, but not limited to: (i) accident, misuse, neglect, failure to follow instructions for proper use, care or abuse, (ii) an act of God such as, for example, fire, flood, tornado, windstorms, snowstorms, ice storms, earthquakes, hail or damage by animals, or (iii) your changes to wiring, set up or configuration after the installation is complete. Other than the foregoing, Bell and its agents, affiliates, officers, directors, and employees, makes no representations and warranties, either express or implied, and expressly disclaims all such representations and warranties.

40. Customer Personal Information.

<input type="checkbox"/>	New Customer
<input type="checkbox"/>	Existing Customer

Bell Account #: 8455 _____

Name on your account with Bell:		
Last:	First:	Initial:
Your Address:	Apt N ^o :	Owned <input type="checkbox"/> Rented <input type="checkbox"/>
City:	Province:	Postal Code:
Phone Number (include area code):	()	

41. Total Monthly Fee

A. Bell Entertainment package <input type="checkbox"/> Entertainment Core <input type="checkbox"/> Entertainment Extra <input type="checkbox"/> Entertainment Super <input type="checkbox"/> Other Each Bell Entertainment package consists of Internet access and the applicable video and audio services according to the option selected. Details of each package are available on bell.ca and/or have been verbally disclosed to you. Each package includes the cost of the first Bell Entertainment console, which includes either an integrated or a separate wireless gateway and Ethernet coax adapter.	Serial Number _____	MAC Address _____	Total Monthly Fee \$ _____
B. Additional Consoles Console 2 Console 3 Console 4	Serial Number(s) _____ _____ _____	MAC Address _____ _____ _____	_____ _____ _____
Sub Total:			\$ _____
GST:			\$ _____
PST/QST:			\$ _____
C. Total Recurring Monthly Bell Entertainment Package Fee for selected Bell Entertainment Package and Additional Consoles (including applicable taxes):			\$ _____
D. One-Time Charges: 1. Bell Entertainment Installation and Set Up Fee	Customer Initial _____	\$ 199.00	
GST:			\$ _____
PST/QST:			\$ _____
TOTAL ONE TIME CHARGE: (INCLUDING APPLICABLE TAXES)			\$ _____

E. Service Enhancements and Extras You may have selected, or from time to time may select, Service Enhancements and/or other extras, including but not limited to Pay Per View and On Demand Programming, additional a la carte channels or theme packs, Time shifting, International or Adult programming. Fees for such selections are disclosed by Bell upon your selection and noted on your Statement.
F. Initial Service Period <input type="checkbox"/> 1 month

42. CONSUMER NOTICE: This Agreement makes reference to the Anti-Spam Filtering Agreement and Acceptable Use Policy. Please read these documents carefully as they either form a part of or are referred to as a condition applicable to this Agreement. Please note there are terms in this Agreement regarding Non-Return Charges, defaults, limitation of liability, indemnities and other terms of importance to you. Bell may charge your Bell One Bill account for any amounts owed to Bell hereunder. By signing below, you acknowledge and agree that all the terms have been disclosed to you before signing, and that you have received, read, understood, and agree to be bound by all of the terms and conditions of this Agreement. **DO NOT SIGN THIS AGREEMENT, ANY ADDITIONAL AGREEMENT, OR ANY OTHER DOCUMENT REFERRED TO IN THIS SECTION, BEFORE YOU HAVE READ IT.** Bell need not sign this Agreement in person and in your presence to have it be valid and binding, in full force and effect, and enforceable.

43. Privacy. All information that Bell keeps about you is confidential, other than publicly available information such as your name, address and listed telephone number. Unless you provide express consent or disclosure is pursuant to a legal power, Bell will not disclose your personal information to anyone other than to:

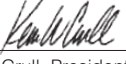
- i) you;
- ii) a person who, in our reasonable judgment, is seeking your personal information as your agent;
- iii) another telecommunications service provider to provide you with efficient and cost-effective telecommunications service;
- iv) another company to supply you telephone or telephone directory related services;
- v) a public authority if it appears there is imminent danger to life or property; or
- vi) an agent retained by Bell to evaluate your creditworthiness or to collect your account, provided the information is required for and is to be used only for, that purpose.**

Express consent may be taken to be given by you where you provide: written consent; oral confirmation verified by an independent third party; electronic confirmation through the use of a toll-free number; electronic confirmation via the Internet; oral consent, where an audio recording of the consent is retained by Bell; or consent through other methods, as long as an objective documented record of your consent is created by you or by an independent third party. We also protect your personal information in accordance with the Bell Customer Privacy Policy and the Bell Code of Fair Information Practices. To view our full Policy and Code, please visit bell.ca/privacy.

44. Sharing of Information. By agreeing to enter into this Agreement, you consent to the sharing of account and profile information held about you by each of Bell and its related companies (Bell Mobility, Bell ExpressVu and Bell World or Espace Bell stores) with the other Bell companies to help the Bell companies better identify your communication and Bell Entertainment needs, and to provide you with relevant information, advice and solutions. If you do not wish to have your account and profile information shared by the Bell companies, you may withdraw your consent at any time by using the opt-out form available at bell.ca/privacy or by contacting Bell at **310-BELL (310-2355)**. You understand that without this consent, the Bell companies will be limited in their ability to provide you with a simplified Bell client experience and to provide you with relevant offers to suit your needs.

I, the undersigned customer, have read and agreed to the terms of this Agreement and every document referred herein.

Commencement Date of Term: MM / DD / YYYY

<p>Accepted by:</p> <p>Bell Canada 100 Wynford Drive, Suite 300, Toronto, Ontario, M3C 4B4</p> <p>Per:  Kevin Crull, President, Residential Services</p> <p>Bell Canada Representative: _____</p>	<p>Signed and Delivered By:</p> <p>Customer Signature: _____</p> <p>Customer - Print Full Legal Name: _____</p> <p>Date: _____</p>
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For Office Use Only		

Your Rights under the Ontario Consumer Protection Act, 2002

You may cancel this agreement at any time during the period that ends ten (**10**) days after the day you receive a written copy of the agreement. You do not need to give the supplier a reason for cancelling during this **10**-day period.

If the supplier does not make delivery within **30** days after the delivery date specified in this agreement or if the supplier does not begin performance of his, her or its obligations within **30** days after the commencement date specified in this agreement, you may cancel this agreement at any time before delivery or commencement of performance. You lose the right to cancel if, after the **30**-day period has expired, you agree to accept delivery or authorize commencement of performance.

If the delivery date or commencement date is not specified in this agreement and the supplier does not deliver or commence performance within **30** days after the date this agreement is entered into, you may cancel this agreement at any time before delivery or commencement of performance. You lose the right to cancel if, after the **30**-day period has expired, you agree to accept delivery or authorize commencement of performance.

In addition, there are other grounds that allow you to cancel this agreement. You may also have other rights, duties and remedies at law. For more information, you may contact the Ministry of Consumer and Business Services.

To cancel this agreement, you must give notice of cancellation to the supplier, at the address set out in the agreement, by any means that allows you to prove the date on which you gave notice. If no address is set out in the agreement, use any address of the supplier that is on record with the Government of Ontario or the Government of Canada or is known by you.

If you cancel this agreement, the supplier has fifteen (**15**) days to refund any payment you have made and return to you all goods delivered under a trade-in arrangement (or refund an amount equal to the trade-in allowance).

However, if you cancel this agreement after having solicited the goods or services from the supplier and having requested that delivery be made or performance be commenced within ten (**10**) days after the date this agreement is entered into, the supplier is entitled to reasonable compensation for the goods and services that you received before the earlier of the **11**th day after the date this agreement was entered into and the date on which you gave notice of cancellation to the supplier, except goods that can be repossessed by or returned to the supplier.

If the supplier requests in writing repossession of any goods that came into your possession under the agreement, you must return the goods to the supplier's address, or allow one of the following persons to repossess the goods at your address:

The supplier.

A person designated in writing by the supplier.

If you cancel this agreement, you must take reasonable care of any goods that came into your possession under the agreement until one of the following happens:

The supplier repossesses the goods.

The supplier has been given a reasonable opportunity to repossess the goods and twenty-one (**21**) days have passed since the agreement was cancelled.

You return the goods.

The supplier directs you in writing to destroy the goods and you do so in accordance with the supplier's instructions.

Notice of Consumer Cancellation Rights: This applies to consumers in Québec.

STATEMENT OF CONSUMER CANCELLATION RIGHTS

(Québec Consumer Protection Act, section 59)

You may cancel this contract for any reason within 10 days after you receive a copy of the contract along with the other required documents.

If you do not receive the goods or services within **30** days of the date stated in the contract, you may cancel the contract within one year. You lose that right if you accept delivery after the **30** days. There are other grounds for an extension of the cancellation period to one year, for example if the itinerant merchant does not hold a permit or has not provided the required security at the time the contract is made, if the goods are never delivered or the services never performed, or if the contract is incorrectly made or worded. For more information, you may seek legal advice or contact the Office de la protection du consommateur.

If you cancel the contract, the itinerant merchant must refund all amounts you have paid, and return to you the goods received in payment, as a trade-in or on account; if the merchant is unable to return the goods, you are entitled to receive an amount of money corresponding to the value indicated in the contract or the cash value of the goods, within **15** days of cancellation. You also have **15** days to return to the merchant any goods you received from the merchant.

To cancel, you must return the items received from the merchant to the merchant or the merchant's representative, send the merchant the cancellation form printed below, or send the merchant written notice of cancellation. The form or written notice must be sent to the merchant or the merchant's representative at the address indicated on the form, or at any other address indicated in the contract. You must give notice of cancellation by personal delivery or by any other method that will allow you to prove that you gave notice, including registered mail, E-mail, fax and courier.

CANCELLATION FORM (detachable from schedule)

TO BE COMPLETED BY THE MERCHANT

TO: **BELL CANADA, ATTN: BELL ENTERTAINMENT SUPPORT DESK**

(name of itinerant merchant or representative)

200 Bouchard Blvd., 6th Floor

Dorval, Quebec, H9S 0A1

(address of itinerant merchant or representative)

Telephone number of representative:

1 866 797-8686

TO BE COMPLETED BY THE CONSUMER

DATE: _____ (date on which form is sent)
By virtue of section **59** of the Consumer Protection Act, I
hereby cancel the contract No.: _____ (contract
number, if any) made on _____ (date of contract)
at _____

(address where contract was signed by consumer)

(name of consumer)
Telephone number of consumer: (____) _____
Fax number of consumer: (____) _____
Electronic address of consumer: _____

(address of consumer)

(signature of consumer)