



## COMMERCIAL CUSTOMER AGREEMENT EFFECTIVE AS AND FROM August 30th, 2009 ("Agreement")

### 1. Introduction

**This Agreement contains the terms and conditions under which Bell ExpressVu Inc., in its capacity as general partner of Bell ExpressVu Limited Partnership, will grant its commercial subscribers the right to receive and display Bell TV's direct broadcast satellite television and audio programming in Canada.**

This version of the Agreement is effective as of August 30th, 2009 and replaces and supersedes all previous versions of the Bell TV Commercial Customer Agreement. Please visit our website at [www.bell.ca/satelliteagreements](http://www.bell.ca/satelliteagreements) or call us at 1-877-439-8502 to obtain a copy of this Agreement that identifies all changes that have been made to it from the immediate prior version. A large print version is also available on our website or upon request. Une version française est disponible sur demande ou à [www.bell.ca/contratsatellite](http://www.bell.ca/contratsatellite).

By requesting, displaying, or paying for any Programming offered by Bell TV, you will be deemed to have agreed to the terms and conditions of this Agreement unless you immediately contact our Customer Service Centre to cancel your subscription to the Programming.

### 2. Definitions

In this Agreement (in addition to other terms defined herein), the following terms have the following meanings:

**"Bell TV", "we", "us", or "our"** means Bell ExpressVu Limited Partnership and where the context requires, any successor entity, and its respective partners, officers, directors, employees or authorized agents;

**"Bell TV Account" or "Account"** means the account opened by you to receive and display the Programming;

**"Commercial Subscriber" or "Subscriber" or "you"** means a subscriber of Bell TV's Programming in Canada or any person who displays the Programming, at no charge to viewers, in:

(i) a public area, or an area open to or readily accessible by members of the public ("**Public Area**") including any bar, tavern, restaurant, hall, club, lobby, office, common area or retail establishment located in Canada. Public Areas do **not** include any concert hall, theatre or cinema (except in the common areas of such establishment) or any commercial cruise boat, ferry, train, airplane, bus, recreational vehicle, car service or other transportation service vehicle, in either private areas or common areas of such places ("**Commercial Transportation Service**"), except for those specific common areas of such Commercial Transportation Services, located in Canada, where there exists a specific agreement with the content provider permitting such common areas to be a "Public Area" or

(ii) any residential unit which is customarily occupied by members of the public on a temporary or short term basis only ("**Public Unit**"), including any individual unit in a hotel, motel, hospital, prison or work camp. For the purposes of this definition, "**public**" includes customers, employees, invitees or members of any Commercial Subscriber operating as a club;

**"Customer Service Centre"** means the Bell TV Commercial Call Centre, which may be contacted by telephone at: 1-877-439-8502; by E-Mail to: "<http://www.bell.ca/contactus>" or "<http://www.bell.ca/pournousjoindre>"; or mail to:

Customer Service, Bell ExpressVu LP  
100 Wynford Drive  
Toronto, Ontario  
M3C 4B4;

**"DTH Equipment"** means the equipment (i.e., an IRD, satellite antenna and remote control) used to receive the Programming;

**"Fees"** means subscription, installation, and other fees and charges owing to Bell TV, exclusive of all taxes;

**"IRD"** means the integrated receiver and decoder set-top box which decodes the video and audio programs as they come from the dish antenna;

**“Programming”** or **“Service”** means, as the context requires, any or all of the Bell TV satellite television and audio programming, subscription programming packages, closed circuit services, special events and any other services that we or our affiliates provide to you from time to time. Where you have subscriptions activated for more than one (1) IRD,

**“Programming”** includes all programming received on all IRDs activated by you.

**“Smart Card”** means the conditional access card inserted or incorporated into the IRD which card is owned and used by Bell TV to authorize reception of Programming; and

**“Statement”** means the printed statement of your Account that we send to you each month, quarter or other billing period you choose that is offered by Bell TV from time to time.

### **3. Terms and Conditions - General**

The terms and conditions set out in this Agreement govern our relationship with you for your receipt and display of the Programming. Bell TV reserves the right to change the terms and conditions in this Agreement and the rates, charges, Fees and Programming at any time. Bell TV will notify you in advance of any change, and the effective date of that change so that you may, as your sole and exclusive remedy, cancel your subscription if you do not agree with the change. The notice may be provided to you with your Statement, by E-mail, through the ExpressVu Website at [www.bell.ca/satelliteagreements](http://www.bell.ca/satelliteagreements) or by another means likely to come to your attention, and we may provide you with a new version of this Agreement or just the provisions that have been changed, deleted or added. You should visit our website periodically since the terms of this Agreement may change from time to time. If you fail to cancel your subscription within a reasonable period, not to exceed thirty (30) days of notice of a change to the Agreement having been made available to you by us, including by posting an updated version of the Agreement on our website, and/or if you continue to receive the Programming after a reasonable notice period, not to exceed thirty (30) days after the date of Bell TV’s notice to you, you will be deemed to have accepted such change. If we change the contents of any Programming, you agree that we have no obligation to replace or supplement the Programming previously offered that has been deleted, rearranged or otherwise changed or give you any credit or refund. The provisions of this Agreement will continue to apply to any issue related to this relationship after termination or cancellation of this Agreement.

### **4. Credit Card, EFT Authorization and Other Forms of Payment**

As a Commercial Subscriber, you are required to provide Bell TV with a valid major credit card (**“Credit Card”**), agree to pay for Programming through electronic funds transfer (**“EFT”**) through a valid active Canadian funds chequing account with an accredited financial institution in Canada (**“Chequing Account”**), or agree to pay by any other method then available to us or you to properly account for and collect any outstanding amounts owing to Bell TV as security for payment of any outstanding amounts owed to Bell TV. You expressly, absolutely and irrevocably authorize Bell TV, and this shall constitute Bell TV’s good and sufficient authority for so doing, to withdraw from your Chequing Account through EFT or charge your Credit Card and any replacement chequing account or credit card each and every time any amount on your Bell TV Account is past due for at least forty-five (45) days, for all amounts, Fees, taxes and other charges then due and noted on your Account, for the Equipment or the Service, under this Agreement or otherwise, or otherwise owed to Bell TV, regardless of how long any such amounts have been past due, so that your Account is current. The amount owing to Bell TV will be charged to your Credit Card or withdrawn from your Chequing Account each time your Bell TV Account has amounts owing under this Agreement or otherwise that are forty five (45) days past due. We will give you a minimum of ten (10) days prior notice of such action, it being agreed that your Statement constitutes this prior notice and no additional notice is required. Your Chequing Account information and Credit Card number will not be provided to any other person without your express prior consent. You hereby represent and warrant that the Chequing Account and/or the Credit Card information you provide at the time of activation will be true, accurate and complete and that the Chequing Account information and/or Credit Card number that you provide is in your name or your business name, is valid and has not expired. You will promptly advise Bell TV of any change to your Chequing Account and/or Credit Card information or loss, theft or cancellation of your Chequing Account or Credit Card and provide new Chequing Account or Credit Card information if you open a new bank account or obtain a new credit card, respectively.

### **5. Your use of the Equipment**

#### ***(a) No display of Programming for hire***

You may allow the Programming to be viewed in a Public Area or Public Unit, as applicable. The Programming may not be rebroadcast, copied or retransmitted in any form. With the exception of Programming that is a special event provided to you on a closed circuit basis and which is ordered by you on a Special Event Order Form, no fee may be charged, donation accepted, or any other consideration received by you or for your benefit or any third party’s benefit, from any member of the public or other third party in return for allowing such member of the public or third party to listen to or view any Programming without the prior express written consent of Bell TV. For greater certainty, you may not charge any person an admission or other fee or charge in return for viewing the Programming nor may you accept donations, gifts, contributions or benefits, monetary or otherwise, whether or not for you personally or for the benefit of or on behalf of third parties (including charities and not-for-profit agencies) in return for viewing the Programming, without the prior express written consent of Bell TV.

**(b) Special Events**

Special events are subject to additional terms and conditions contained on the Special Event Order Form. These additional terms and conditions supplement, and do not replace, the terms and conditions of this Agreement. To the extent of a conflict between the Special Event Order Form and this Agreement, the terms and conditions in the Special Event Order Form shall take precedence.

**(c) The IRD Receiver/Decoder Unit**

Your right to receive and display the Programming is granted only for IRDs situated in Canada that have been authorized by Bell TV to receive and display the Programming. Your IRD will not operate without a Smart Card. Each IRD is assigned a service address by Bell TV, which represents the geographical location of the IRD. Bell TV reserves the right to verify remotely or by contacting you directly that the service address is in Canada and that all active IRDs on your Account are located at the same address listed on your Bell TV Account as your "service address". Under no circumstances are customers permitted to maintain multiple IRDs on one Account that are active at different locations simultaneously. If you violate this or any other provision or policy, Bell TV may disconnect your access to the Programming immediately without notice, payment or rebate of any kind. As the Commercial Subscriber, you are responsible for all Programming that is ordered for your IRD. If you have concerns about other persons ordering Programming for your IRD 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. You may also contact our Customer Service Centre to determine if any particular IRD model is compatible with all Programming in which you are interested. We may, in our sole discretion, for technological, network or other reasons require a migration, recall, substitution or replacement of all or any part of the DTH Equipment upon notice to you and on the terms and conditions specified in our notice. Any replacement DTH Equipment will be deemed to be the DTH Equipment referenced in this Agreement without any further act or document.

**(d) Programming requires telephone connection**

Each IRD must be directly and continuously connected to the same operating telephone line associated with your Account unless Bell TV otherwise expressly approves prior to activation. Connection to an operating telephone line is a condition of our granting you the right to receive and display the Programming and we may, in our discretion, disconnect some or all Programming if we determine that the IRD is not connected in this manner. We may verify the location of your IRDs remotely or by contacting you directly. If Bell TV is unable to contact you to perform this verification, Bell TV may limit signal reception to a single receiver in a commercial establishment containing multiple receivers.

**(e) Minimum level of Programming required**

As a condition of our granting you the right to receive and view the Programming, we may require that you subscribe to and maintain a minimum level of Programming. Currently, in order to maintain an active account, every Subscriber must subscribe to either one of the public viewing "Locals" or the Menu Visionnement Publique "Réseaux francophones" package, and meet the minimum spend requirements described below. In addition, there is a minimum period of subscribing to any Programming: if you activate any Programming option, you must continue to subscribe to that Programming (and pay for it) for a minimum period of one (1) month. Every new Subscriber (as well as every current Subscriber who currently spends more than twenty-nine dollars (\$29) per month and who wishes to downgrade), must, in addition to the requirement to subscribe to one of the public viewing "Locals" or the Menu Visionnement Publique "Réseaux francophones" packages described above, either spend at least twenty-nine dollars (\$29) a month on Programming, excluding any Pay Per View services, interactive services and all account administration fees, or subscribe to a minimum of two public viewing "Theme Packs.

**(f) Smart Cards**

Smart Cards are nontransferable. Your Smart Card will work only in the IRD unit with which it was packaged. Notwithstanding that the Smart Card was packaged with your IRD when you purchased it, all Smart Cards are and remain our property and any tampering or other unauthorized modification to the Smart Cards may result in, and subject you to, legal action. If you attempt to use your Smart Card with any other IRD without our authorization, we may terminate your right to receive and display the Programming. We may request that you return the Smart Card to us if it is defective or damaged, prior to providing a replacement Smart Card to you. In addition, we may request that you return the Smart Card to us if you terminate your Account, and failure to do so will result in a recovery charge being assessed against you. We may, in our sole discretion, implement a mandatory recall, substitution or replacement of existing Smart Cards, by notice to you that we will replace, at our expense, the existing Smart Card in your possession and deliver to you a replacement Smart Card. You shall within seven (7) days of our notice to you of the recall return the recalled Smart Card and activate the replacement Smart Card. We will charge one hundred dollars (\$100) to your Bell TV Account for each Smart Card in your possession, which amount will be credited to your Account once you activate the replacement Smart Card and return the recalled Smart Card to us. Other applicable charges (all of which may be charged to your Bell TV Account or your Credit Card or debited or withdrawn from your Chequing Account) are:

**Lost/Stolen Cards:**

We will replace your lost or stolen Smart Card and charge your Account one hundred dollars (\$100).

**Defective Smart Cards:**

We will send you a replacement for your defective Smart Card and charge your Account one hundred dollars (\$100) unless you return the defective Smart Card to us within thirty (30) days of replacement and our investigation reveals no unauthorized tampering. If you return the defective Smart Card to us after thirty (30) days of replacement and our investigation reveals no unauthorized tampering, we will credit your Account forty-five dollars (\$45).

**Damaged Smart Cards:**

(i) We will send you a replacement for your damaged Smart Card and charge your Account one hundred dollars (\$100). If you return the damaged Smart Card to us within thirty (30) days of replacement and our investigation reveals no unauthorized tampering, we will credit your Account forty-five dollars (\$45).

(ii) We will replace a damaged new "Da Vinci" Smart Card at no charge to you if you return the damaged Smart Card to us within thirty (30) days of replacement and our investigation reveals no unauthorized tampering. Otherwise, we will charge your Account one hundred dollars (\$100).

***(g) Liability for unauthorized use***

If the Smart Card in the IRD is destroyed, lost, stolen or otherwise removed from your premises or control without your authorization, you must notify our Customer Service Centre immediately to avoid liability for payment for any unauthorized use or reception of Programming. You will not be liable for unauthorized use after we have received your timely notification.

***(h) Additional IRDs in the same service address***

All additional IRD/Smart Card combinations purchased and activated to receive the same Programming as your initial IRD/Smart Card must be located at the service address listed on your Account and must be continuously connected to the same operating telephone line. We may, in our sole discretion, disconnect the Programming if you activate additional IRDs in breach of this requirement. The activation of any new additional IRDs/Smart Cards is subject to the additional IRD fee of nine dollars and ninety five cents (\$9.95) for each additional IRD/Smart Card combination you purchase and activate to receive and display the same Programming as your initial IRD, up to a maximum of five (5) additional IRDs per Account. This fee is subject to change. If you require more than five (5) additional IRDs, you must open a new separate Bell TV Account to activate such additional IRDs and you will be billed separately for the services received through those additional IRDs.

This does not apply to Commercial Subscribers who: (a) install IRDs in Public Units (in which case each Public Unit must be equipped with its own IRD and activated separately); or (b) co-locate IRDs in a common room or "head end" to deliver bulk Programming service to Public Units, provided that in both cases (a) and (b) you may be required to sign a commercial subscription agreement or activate one (1) IRD per account.

**6. Rates, Fees and Charges**

***(a) Introduction***

Programming rates, Fees and charges are charged in accordance with this Agreement. Bell TV reserves the right to impose other rates, Fees and charges or to change the amount of existing rates, Fees and charges, at any time, upon advance notice to you (see also Section 3). If you have any concerns about our Fees, rates or charges, we would ask you to contact our Customer Service Centre. You may also contact the governing body for broadcasters in Canada, the CRTC, by writing to it (with a copy to Bell TV) at the following address: CRTC, Ottawa, Ontario, K1A 0N2.

***(b) Billing policies, Statements and payments***

You shall pay in full, all amounts billed for Programming and all taxes, Fees and other charges, if any, which are now or may in the future be assessed with regard to the Programming and any other services you receive from us. We will bill you each month in advance for your Programming. The Statements you receive will show the total amount due, together with other changes since your last Statement, such as applied payments, credits, purchases and other charges to your Account. It will also show any other fees, charges and taxes assessed. Unless otherwise stated in the Statement, the total amount due is payable in irrevocable, immediately available funds, upon receipt. If there are billing errors or other requests for credit, you should contact our Customer Service Centre. You should contact us within forty five (45) days of the date you receive the Statement which contained the error, to avoid Programming disruptions. Undisputed portions of the Statement must be paid before the next Statement is issued to avoid an administrative fee for late payment. Additional copies of your Statement can be requested from the Customer Service Centre, subject to payment of the appropriate additional Statement fee. Special events are charged and payable in accordance with the terms and conditions of the Special Event Order Form.

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

You shall pay us in full by the Statement payment due date for the Programming and for any other Fees, charges or taxes due to us. Payment of your bill after the due date will result in us charging you interest on all overdue amounts up to the greater of: (a) a compounded interest rate of two per cent (2%) per month (twenty six point eight two percent (26.82%) per year); or (b) the highest interest rate permissible by law, until paid in full. All to the extent permitted by law, if your Account remains unpaid for a period of sixty (60) days, we may also charge you an administration fee (currently twenty-five dollars (\$25) but subject to change by Bell TV), to offset the additional processing costs associated with delinquent accounts. Cheques which are dishonoured or returned for insufficient funds, or a refused bank account/Credit Card pre-authorized debit, will be subject to an "NSF Fee" of twenty five dollars (\$25) per occurrence, and other service, administrative, collection, billing and Account related fees and charges may be assessed from time to time by Bell TV on notice to you. If partial payments are made, they will be applied first to the oldest outstanding bill. If you send cheques or money orders marked "payment in full," we can accept them without waiving any of our rights to collect any other amounts owed by you, notwithstanding your characterization of the payment. We do not extend credit to our customers, and our late payment and other fees are not interest, a credit service charge or a finance charge, but purely an administrative charge related to additional processing costs. You understand and agree that in the case of late payment or non-payment for any Programming ordered by you or for any of the charges stated below, we may report such late payment or non-payment to credit reporting agencies.

***(d) Termination of Programming or the Agreement by Bell TV***

If you do not pay in full all amounts owing as shown on your Statement within thirty (30) days after the date when payment is required, or if you fail to comply with any of your obligations under this Agreement at any time, in addition to our other rights and remedies, we have the right to disconnect your Programming, in our sole discretion, and without notice or demand to you. We also reserve the right, without notice or demand, to take whatever steps are necessary to disable or modify the software in your IRD if you breach any of your obligations under this Agreement, including receiving Programming that you have not paid for, in whole or in part. When we disconnect your Programming, we may charge you a deactivation fee, which is currently fifty dollars (\$50). If we are required to use a collection agency or lawyer to collect money that you owe us or to assert any other right that we may have against you, you shall pay the reasonable costs of collection or other action including the costs of a collection agency, reasonable legal fees and court costs. We will require you to pay all past due charges, all amounts owing to Bell TV as shown on your Account or any previous or other account or contract for products or services with Bell TV, whether expired, cancelled, terminated or still in existence, as well as the deactivation fee and any costs which are reasonably incurred by Bell TV as a result of the collection efforts on outstanding amounts, before we reconnect your Programming, all to the extent permitted by law.

Bell TV reserves the right to terminate this Agreement for any breach by you of any of the terms and conditions in this Agreement.

***(e) Authorization to check credit history***

Bell TV advises that: (a) Bell TV may request and obtain a credit or consumer report regarding you from a credit or consumer reporting agency as part of your application for Bell TV; (b) Bell may record the results of such credit or consumer reports on your Account at Bell TV; (c) Bell TV may report personal and/or credit information to a credit or consumer reporting agency and; (d) by signing the application for Bell TV, you consent to Bell obtaining your personal and/or credit information from a consumer or credit reporting agency.

***(f) Reconnection Fee***

Bell TV charges an account administration fee (currently fifty dollars (\$50)), which Bell TV may change from time to time to reactivate an IRD which had been permanently deactivated upon your request, and with Bell TV's prior written consent.

***(g) Digital Service Fee***

A Digital Service Fee, currently set at two dollars and ninety nine cents (\$2.99) per month, shall apply to all Subscribers.

**7. Your termination, or suspension, of Programming**

***(a) If you want to terminate all or a portion of your Programming***

(i) Downgrading your Programming: You may terminate or downgrade the reception of any part of your Programming by notifying our Customer Service Centre, but only if the following two (2) conditions are met: (x) any continuing Programming is subject to the minimum Programming requirements set out in Section 5(e) ; and (y) your Account is in good standing with all payments up to date. You must ensure that these two conditions are satisfied. Bell TV will deactivate the Programming you request to be terminated effective as of the next billing cycle date after receiving your notice. Since you would have paid for the Programming 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 Programming. In addition, no deactivation fee will be payable in such case. However, if you have a separate commercial term subscription

(ii) Terminating or cancelling your Programming: You have the right to terminate the reception of all of your Programming by notifying our Customer Service Centre. Bell TV will deactivate all the Programming you receive on the thirtieth (30<sup>th</sup>) day after receiving your notice to cancel. However, if you are a Term Contract Subscriber, and you call to deactivate all of your Programming, certain fee or charges may be applicable pursuant to the Term Contract you entered into. Please refer to your Term Contract to determine the applicable fees or charges, if any. If you are entitled to a credit for any amount in excess of ten dollars (\$10), Bell TV will send you a cheque for that refund amount upon customer request, but we will not offer any refund for an amount of less than ten dollars (\$10).

(iii) Outstanding Balance: If you cancel your right to receive and view any Programming, you are still responsible for payment of all outstanding balances accrued up to the date of termination.

***(b) If you want to temporarily suspend Programming***

You may temporarily suspend your right to receive and display the Programming at any time by contacting the Customer Service Centre, provided that your Programming is suspended for a minimum period of six (6) weeks, and not greater than six (6) months. ExpressVu charges an Account administration fee, currently nine dollars and ninety nine cents (\$9.99), for this service. Upon reactivation, the minimum one (1) month Programming requirement described in Section 5(e) above will apply. If you fail to call and reactivate your Account at the end of the permitted six (6) month period, your Account will automatically be reactivated, billing will be resumed and you will receive the Programming you were receiving prior to its suspension. If you have temporarily suspended your Programming and decide during that time to terminate or downgrade your Programming pursuant to Section 7(a)(i) or (ii) above, as applicable, your Account will automatically be reactivated prior to any such requested change taking effect so that the terms and conditions of Section 7(a)(i) or (ii), as applicable, shall apply to your request to terminate or downgrade your Programming.

***(c) Your transfer of Equipment***

You shall not assign or transfer your Account or your rights to the Programming. If you do, we may deactivate your Programming. You shall notify us immediately, but in any event not more than five (5) days, after you move, sell, give away or otherwise transfer any part or all of your DTH Equipment to anyone else. You are considered to be the registered owner of your DTH Equipment listed on your Account until we receive such notice and consent to the transfer of the DTH Equipment that you requested and you may be liable for any charges or Fees incurred by the use of your DTH Equipment by anyone else until that time. To transfer your DTH Equipment to another person or Bell TV Account, an administration transfer fee, currently thirty five dollars (\$35) will be applied to the Bell TV Account of the new owner.

**8. FURNISHING OF PROGRAMMING BY BELL TV**

***(a) Exclusion of Liability***

TO THE EXTENT PERMITTED BY APPLICABLE LAW, NONE OF BELL TV, NOR ITS SUPPLIERS (INCLUDING TELESAT CANADA), WILL BE LIABLE FOR ANY INTERRUPTIONS IN PROGRAMMING OR LIABLE FOR ANY DELAY OR FAILURE TO PERFORM, IF SUCH DELAY OR NON-PERFORMANCE ARISES IN CONNECTION WITH ANY ACTS OF GOD, FIRES, EARTHQUAKES, FLOODS, POWER FAILURE, SATELLITE FAILURE OR MALFUNCTION, FAILURE TO REPLACE EXISTING TECHNOLOGY, ACTS OF ANY GOVERNMENTAL BODY OR ANY OTHER CAUSE BEYOND OUR REASONABLE CONTROL. WE MAKE NO WARRANTY, EITHER EXPRESSED OR IMPLIED, REGARDING THE PROGRAMMING PROVIDED TO YOU AND ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED. IN NO EVENT SHALL WE HAVE ANY LIABILITY FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES RELATING TO THE DTH EQUIPMENT OR RESULTING FROM OUR FURNISHING OR FAILURE TO FURNISH ANY PROGRAMMING TO YOU OR FROM ANY FAULT, FAILURE, DEFICIENCY OR DEFECT IN PROGRAMMING FURNISHED TO YOU. IN NO EVENT SHALL BELL TV'S OR ITS SUPPLIERS' LIABILITY TO YOU AS A SUBSCRIBER EXCEED THE TOTAL VALUE PAID TO BELL TV BY YOU FOR PROGRAMMING. IT IS YOUR RESPONSIBILITY TO IMPOSE ANY RESTRICTIONS ON VIEWING BY YOU, YOUR CUSTOMERS, EMPLOYEES, INVITEES OR THE PUBLIC, AND WE SHALL HAVE NO LIABILITY TO ANYONE DUE TO, OR BASED ON, THE CONTENT OF ANY OF THE PROGRAMMING FURNISHED TO YOU.

***(b) Acknowledgement re: DTH Equipment***

YOU ACKNOWLEDGE AND AGREE THAT:

(i) YOUR DTH EQUIPMENT HAS BEEN ACQUIRED SEPARATELY AND APART FROM THE AGREEMENT FOR THE PROVISION OF PROGRAMMING. YOU ALSO ACKNOWLEDGE THAT BELL TV IS NOT THE MANUFACTURER, INSTALLER OR RETAILER OF YOUR DTH EQUIPMENT, AND THEREFORE HAS NO LIABILITY WHATSOEVER FOR SUCH EQUIPMENT, INCLUDING IN THE EVENT THAT THE SOFTWARE IN YOUR IRD BECOMES DISABLED OR MODIFIED DUE TO THE CIRCUMSTANCES OUTLINED IN SECTION 8(b)(ii) OR UPDATED

(ii) YOUR IRD AND SMART CARD CONTAINS SOFTWARE THAT IS UNDER LICENSE TO, OR OWNED BY, BELL TV. YOUR LICENSE TO USE THIS SOFTWARE IS LIMITED TO RECEIVING AND DISPLAYING PROGRAMMING AUTHORIZED BY BELL TV ONLY AND FOR NO OTHER PURPOSE. IF BELL TV HAS REASONABLE GROUNDS TO BELIEVE THAT YOU ARE RECEIVING UNAUTHORIZED PROGRAMMING, IN WHOLE OR IN PART, OR USING THE SOFTWARE FOR ANY OTHER UNAUTHORIZED PURPOSE, BELL TV RESERVES THE RIGHT TO MODIFY OR DISABLE THE SOFTWARE IN YOUR IRD AND SMART CARD. WARNING: IF THE SOFTWARE IN YOUR IRD IS DISABLED OR MODIFIED, YOUR RECEIVER MAY NOT FUNCTION PROPERLY. YOU MAY NOT MODIFY, TEST, REVERSE ENGINEER, DECOMPILE, TAMPER OR ACCESS THIS SOFTWARE FOR ANY REASON WHATSOEVER.

(iii) BELL TV RESERVES THE RIGHT, FROM TIME TO TIME, TO UPDATE OR UPGRADE THE SOFTWARE IN YOUR IRD AND SMART CARD (BY SWAP, REPLACEMENT, RECALL OR OTHERWISE) TO ENSURE THAT IT AND YOUR DTH EQUIPMENT WILL REMAIN COMPATIBLE WITH AND FUNCTION PROPERLY WITH ANY TECHNOLOGICAL ADVANCES OR IMPROVEMENTS MADE TO OUR DTH SERVICE. IN CERTAIN CIRCUMSTANCES, IT MAY BE NECESSARY TO MODIFY OR REMOVE SOME SOFTWARE FEATURES TO INTRODUCE NEW FEATURES AND TO ENSURE YOUR IRD AND SMART CARD REMAINS COMPATIBLE WITH SUCH TECHNOLOGICAL ADVANCES OR IMPROVEMENTS.

***(c) Programming availability***

All "Programming is provided on a "subject to availability" basis. Certain Programming transmitted by us, including sports events, may be "blacked out" in your area of reception from time to time at the content provider's request 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 such as but not limited to thunderstorms. Bell TV will not refund charges for the blackout period or temporary interruptions. In addition, BELL TV 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 TV causes a material interruption of Programming which is not related to natural phenomena or causes outside of its control, Bell TV 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 TV disabling or modifying the software in an IRD and/or Smart Card pursuant to Section 8(b)(ii), or if Bell TV can no longer provide any particular Programming for any reason.

***(d) Warning against piracy***

It is against the law to receive the Programming, or any portion of the Programming, without paying for it (unless permitted to do so by Bell TV) or in a way not permitted by this Agreement. Doing so may result in civil or criminal penalty. Bell TV also reserves the right to take any other action to prevent the reception of its Programming without payment to, or authorization by, Bell TV, including the right to modify or disable the software in the IRD in accordance with Section 8(b)(ii).

***(e) Additional Rules for Pay Per View (PPV) Programming***

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

**9. Representations and Warranties**

You represent and warrant that the name provided to Bell TV and under which the Programming was activated is the name of a person, living or corporate, capable of bringing a legal action in the Province where the Programming is provided. If a corporation, you represent and warrant that the corporation has taken all necessary action to approve the activation of the Programming. If the name under which the Programming was activated is a "doing business as" name of another person, living or corporate, then that other person shall be deemed to be the Commercial Subscriber of the Programming.

**10. Miscellaneous Provisions**

***(a) Applicable law and Enforceability***

Bell TV 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 applicable to it. The terms and conditions in this Agreement are subject to amendment, modification or termination if required by law or regulation. Each provision of this Agreement shall be construed as separable and divisible from every other provision and the enforceability of any one provision, or portion thereof, shall not limit the enforceability, in whole or in part, of any other provision hereof. If any provision in this Agreement is declared to be illegal or in conflict with any applicable law or regulation, that provision may be deleted or modified, without affecting the validity of the other provisions. The term "**including**" means including without limitation.

***(b) Change of name, address or telephone number***

You shall give us prompt notice of any change of name, billing address, service address, mailing address, telephone number and any other relevant information by notifying our Customer Service Centre. Notices are deemed to have been received when they arrive at our Customer Service Centre.

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