

## RESIDENTIAL CUSTOMER AGREEMENT EFFECTIVE AS OF AND FROM July 1, 2008 ("Agreement")

Bell ExpressVu Inc., in its capacity as general partner of Bell ExpressVu L.P. ("Bell TV"), welcomes you as a residential subscriber to its direct-to-home television and audio broadcast programming. This Agreement contains the terms and conditions under which Bell TV will grant you the right to receive and view the broadcast of its direct-to-home ("**DTH**") television and audio programming in Canada. If you are receiving and viewing the broadcast of DTH television and audio programming outside of your private residence, you are subject to the terms and conditions of the commercial subscriber agreement, a copy of which is available at [www.bell.ca/satelliteagreements](http://www.bell.ca/satelliteagreements) or by calling Bell TV at 1 877 439-8502.

This version of the Agreement is effective as and from July 1, 2008 and replaces and supersedes all previous versions of the Bell TV Residential Customer Agreement. Please visit our website at [www.bell.ca/satelliteagreements](http://www.bell.ca/satelliteagreements) or call us at 1 888 SKY-DISH 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).

### 1. Introduction

The words "**you**" and "**Subscriber**" refer to you, as a residential subscriber of Bell TV's Programming in Canada. By requesting, viewing or paying for any Programming, you are 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:

**"Customer Service Centre"** means the Bell TV Customer Service Centre, which may be contacted by telephone at: 1 888 SKY-DISH (759-3474); by E-Mail to: "[info@expressvu.com](mailto:info@expressvu.com)"; or mail to: "Customer Service, Bell ExpressVu LP, 100 Wynford Drive, Toronto, Ont., M3C 4B4";

**"DTH Equipment"** means the satellite equipment comprised of the IRD, Smart Card, satellite antenna and remote control or down-converter or de-stacker as applicable, that you use to receive Bell TV Programming;

**"Bell TV", "we", "us", or "our"** means Bell ExpressVu L.P., and where the context requires, any successor company or entity, and its respective officers, directors, employees or authorized agents;

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

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

**"Programming"** means, as the context requires, any or all of the Bell TV programming, subscription programs, programming packages, Pay Per View services, interactive services, à la carte programs, and any other services that we or our affiliates provide to you from time to time;

**"Rental Agreement"** means any rental agreement with Bell TV;

**"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 Bell TV 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 policies and practices reflected in this Agreement apply and are used when providing you with the Programming. Bell TV reserves the right to change the terms and conditions of 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 don't agree. The notice may be provided to you with your Statement or by any other separate written notice that will likely come to your attention. You should also visit our website periodically since the terms of this Agreement may change from time to time. Notice may be in the form of providing you with an entirely new version of the Agreement or by notifying you of the provisions that have been changed or added. If you fail to cancel your subscription within 30 days of notice of any change and/or if you continue to receive the Programming, 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 and EFT Authorization**

As a Subscriber, you are required to provide Bell TV with a valid major credit card ("**Credit Card**") or 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**") 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 45 days, for all amounts, fees and charges then due and noted on your Account, regardless of how long any such amounts have been past due, so that your Account is current. We will give you a minimum of 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, 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 any change to, 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 DTH Equipment**

##### *(a) The IRD Receiver/Decoder Unit*

Your right to receive and view the Programming is granted only for IRDs situated in Canada that Bell TV has authorized to receive such Programming. Your IRD will not operate without a Smart Card. Bell TV reserves the right to verify remotely or by contacting you directly that the service address is located in Canada and that all active IRD's on your Account are located at the one address listed on your Account as your "service address". If you violate this or any other provision or policy, Bell TV may disconnect your access to the Programming immediately without notice. 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.

##### *(b) 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 view the Programming and we may, in our sole 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, it may limit signal reception to a single receiver to a household containing multiple receivers.

##### *(c) Minimum level of Programming required*

As a condition of our granting you the right to receive and view the Programming, you must subscribe to and maintain a minimum level of Programming. If you are a Subscriber under a term contract ("**Term Contract**"), please review that document to determine the minimum level of Programming required; otherwise, please contact 1-888-SKY-DISH. In addition, unless your Term Contract states otherwise, the minimum period of time that you must continue to subscribe to at least the minimum level of Programming (and pay for it) is 1 month. If you became a Subscriber to Bell TV's Service before September 30, 2004, you must meet the minimum spend requirements described in Section 6(f) below.

##### *(d) Smart Cards*

Smart Cards are non-transferable. Your Smart Card will work only in the IRD with which it was packaged. Notwithstanding that the Smart Card was packaged with your IRD, (whether purchased or rented), all Smart Cards are and remain our property and any tampering or other unauthorized modification to a Smart Card may result in, and subject you to, legal action, or any other action as set out in this Agreement. If you attempt to use that Smart Card with any other IRD without our authorization, we may terminate your right to receive and view the Programming. We may require 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 require 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. In the case where you have rented your DTH Equipment from Bell TV, the terms and conditions relating to the return of such DTH Equipment can be found in your Rental Agreement. 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 7 days of our notice to you of the recall **return** the recalled Smart Card and **activate** the replacement Smart Card. We will charge \$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. Other applicable charges (all of which may be charged to your Bell TV Account or your Credit Card or debit or withdrawn from your Chequing Account) are:

Lost/Stolen Cards:

We will replace a lost or stolen Smart Card and charge your Account \$100.

Defective Smart Cards:

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

Damaged Smart Cards:

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

*(e) Liability for unauthorized use*

If the Smart Card in the IRD you own or rent is destroyed, lost, stolen or otherwise removed from your premises 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.

*(f) Additional IRDs in the same household*

It is a condition that any additional IRD/Smart Card combination(s) rented or 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 described in Section 6(g). You may activate up to a maximum of 5 additional IRDs on your Account at any time. If you require more than 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.

*(g) Vacation Properties or Secondary Locations*

Section 5(a) applies to you even if you order the Programming for a secondary location, vacation property or mobile unit, such as a camper, boat or recreational vehicle. You may not, under any circumstances, including vacation properties, maintain multiple IRDs on one Bell TV Account that are active at different locations simultaneously. If an IRD is installed in a mobile unit such as a camper, boat or other recreational vehicle, you are only permitted to have one IRD active on that 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). Our rates, fees and charges for Programming are available upon request from the Customer Service Centre. If you have any concerns 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 on the Statement for Programming and any other services you receive from us. We will bill you each month in advance for your Programming. (Usage based Programming will be billed in arrears.) The Statements you receive will show the total amount due, together with taxes and 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 assessed. Unless otherwise stated in the Statement, the total amount due is payable upon receipt. If there are billing errors or other requests for credit, contact our Customer Service Centre within 45 days of the date you receive the Statement which contained the error, to avoid service 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 our Customer Service Centre, subject to your payment of the appropriate additional Statement fee.

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

You shall pay us in full by the payment due date for the Programming and for any other fees or charges 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 2% per month (26.82% per year); and 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 60 days, we may also charge you an administration fee (currently \$25) to offset the additional processing costs associated with delinquent Accounts; cheques which are dishonoured or returned for insufficient funds, or a refused Chequing Account or Credit Card preauthorized debit, withdrawal or charge, will be subject to an "NSF Fee", currently \$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. You understand and agree that in the case of late payment or nonpayment for any Programming ordered by you or for any of the charges stated below, we may report such late payment or nonpayment to credit reporting agencies.

*(d) Termination of Programming by Bell TV*

If you do not pay in full all amounts owing as shown on your Statement within 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, 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 and/or Smart Card 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 (currently \$50). If we 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. You shall also pay all past due charges, all amounts owing to Bell TV as shown on your Statement or Account or any previous or other account or contract with Bell TV, whether expired, cancelled, terminated or still in existence, 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 for the extent permitted by law.

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

Bell TV hereby provides you with notice that by subscribing to the Programming, you authorize us to make inquiries into your credit and personal history at any time in our sole discretion, and to record the results of those inquiries on your Account. Personal and credit

information will be made available only to our employees and advisors for their duties and as prescribed by law. Your file will be kept at Bell TV's offices, which are currently located at 100 Wynford Drive, Toronto, Ontario M3C 4B4.

*(f) Minimum Spend Requirement*

If you became a Subscriber to Bell TV's Service before September 30, 2004, currently spend more than \$22 per month and wish to downgrade, you must, in addition to the requirement to subscribe to one of the "Locals" or the "Réseaux francophones" packages, either spend at least \$22 a month on Programming, excluding any Pay Per View services, interactive services and all account administration fees, or subscribe to a minimum of two "Theme Packs".

*(g) Additional IRD Fee*

If you initially or subsequently activate more than one IRD on your Account, you may be charged an account administration fee by Bell TV, which Bell TV may change from time to time (currently \$4.99 per month-) for the activation and continued use of multiple IRDs/Smart Cards on your Account. Bell TV may reduce or eliminate this fee if you subscribe to specific combo programming packages or if you are renting IRDs from Bell TV.

*(h) Reconnection Fee*

Bell TV charges an account administration fee, which Bell TV may change from time to time (currently \$50) to re-activate an IRD which had been permanently deactivated upon your request, or where you transfer or assign ownership of the IRD or otherwise transfer or assign responsibility for payment of an existing Bell TV Account, in all cases with Bell TV prior written consent.

*(i) Digital Service Fee*

You shall pay to Bell TV a monthly recurring digital service fee, which Bell TV may change from time to time, and which is currently set at (i) \$5.99 per month for all subscribers with Programming on legacy platforms (pre-November 2004) and (ii) \$3 per month for all subscribers on Genesis platforms (post-November 2004). This monthly recurring fee, which relates to costs incurred in operating our network and maintaining and/or upgrading our technological platforms, may be reduced or eliminated by Bell TV, in its discretion, if you subscribe to specific combo programming packages or based on the technological platform used to deliver Programming to you.

*(j) Contribution, Regulatory and Other Fees*

You shall pay to Bell TV the monthly recurring fees identified from time to time by Bell TV as contribution, regulatory or other required fees and charges, including the contribution fee for the Local Programming Improvement Fund ("LPIF") equal to an amount not to exceed 1.5 percent of your monthly Bell TV Account invoice fees and charges (the "Local Programming Contribution Fee"). For all customers who receive the \$5.00 bundle discount, our billing systems will calculate

your contribution to the LPIF based on the total amount of your bill without the discount. BELL TV will apply a credit to your subsequent bill in order to correct this discrepancy. The Local Programming Contribution Fee may be amended by Bell TV in its discretion if the CRTC amends the amount of the LPIF. For more information on the LPIF, please see [bell.ca/lpif](http://bell.ca/lpif).

## **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, only if these two conditions are met: (x) any continuing Programming is subject to the minimum Programming requirements set out in Section 5(c); and (y) your Account is in good standing with all payments up to date. 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 are a Term Contract subscriber and you attempt to downgrade your Programming below the minimum Programming commitment you agreed to in your Term Contract, certain fees or charges may be applicable pursuant to your Term Contract. Please refer to your Term Contract to determine the applicable fees or charges, if any.

*(ii) Terminating or cancelling your Programming:* You may 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 30th day after receiving your notice to cancel. However, if you are a Term Contract subscriber, and you attempt to deactivate all of your Programming, certain fees or charges may be applicable pursuant to your Term Contract. 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 \$10, Bell TV will send you a cheque for that refund amount upon your request, but we will not provide any refund or credit for an amount of less than \$10. If you are renting IRDs from Bell TV, please consult your Rental Agreement to determine the applicable return process for rented IRDs. If you have any questions regarding the return process, please call 1 888 SKY-DISH.

*(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 your Programming*

You may temporarily suspend your right to receive and view the Programming at any time by placing an order

with Bell TV for the temporary suspension service via Internet at [www.bell.ca/tv](http://www.bell.ca/tv) (support section), Bell TV Interactive Voice Recognition (IVR) system at 1 888 SKY-DISH (759-3474), Interactive TV (ITV) system available at Channel 188 or by contacting the Customer Service Centre, provided that your Programming is suspended for a minimum period of 6 consecutive weeks, and not greater than 7 consecutive months. Bell TV charges an account administration fee, currently (i) \$10 per each month or part thereof, of the temporary suspension service, if your service order has been placed via (i) Internet at [www.bell.ca/tv](http://www.bell.ca/tv) (support section), (ii) Bell TV Interactive Voice Recognition (IVR) system at 1 888 SKY-DISH (759-3474), or (iii) Interactive TV (ITV) system available at Channel 188, and (ii) \$15 per each month or part thereof, of the temporary suspension service, if your service order has been placed via the Customer Service Centre. Upon reactivation, the minimum 1 month service requirement set out in Section 5(c) will apply. If you fail to call and reactivate your Account at the end of the permitted 7 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 Sections 7(a) (i) or (ii) as applicable, your Account will automatically be reactivated prior to any such requested change taking effect so that the terms and conditions of Sections 7(a) (i) or (ii), as applicable, shall apply to your request to terminate or downgrade your Programming. You may be required to continue the payment of all rental and other fees applicable to you under this Agreement or other agreement with Bell TV relating to your receipt of the Programming.

*(c) Your transfer of Account or DTH Equipment*

If you are renting DTH Equipment from Bell TV, you may not, without Bell TV's prior written consent, transfer or assign your rights to the DTH Equipment to another person. Also, if you own or rent your DTH Equipment, you may not assign or transfer your rights to the Programming without our prior written consent. If you do, we may deactivate your Programming. You shall notify us immediately, but in any event not more than 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 or lessee of your DTH Equipment listed on your Account, as the case may be, and beneficiary of the rights in the Programming until we receive such notice, and consent to the transfer of the DTH Equipment or Programming that you requested and you may be liable for any charges or fees incurred by the use of your DTH Equipment by anyone else up to the time that it is transferred. To transfer your DTH Equipment to another person or Bell TV Account, an administration transfer fee, currently \$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 NONPERFORMANCE 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 SUBSCRIBER EXCEED THE TOTAL VALUE PAID TO BELL TV BY SUBSCRIBER FOR PROGRAMMING. IT IS YOUR RESPONSIBILITY TO IMPOSE ANY RESTRICTIONS ON VIEWING BY YOU, OTHER MEMBERS OF YOUR HOUSEHOLD, OR YOUR OR THEIR INVITEES, 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*

IF YOU HAVE PURCHASED AND OWN YOUR DTH EQUIPMENT, YOU ACKNOWLEDGE AND AGREE THAT:

(i) IT HAS BEEN ACQUIRED SEPARATELY AND APART FROM THIS AGREEMENT FOR THE PROVISION OF PROGRAMMING. BELL TV IS NOT THE MANUFACTURER, DISTRIBUTOR, INSTALLER OR RETAILER OF YOUR DTH EQUIPMENT, AND THEREFORE HAS NO LIABILITY WHATSOEVER FOR SUCH EQUIPMENT, INCLUDING IF THE SOFTWARE IN YOUR IRD OR SMART CARD BECOMES DISABLED OR MODIFIED DUE TO THE CIRCUMSTANCES OUTLINED IN SECTION 8(b)(ii) OR UPDATED OR UPGRADED AS OUTLINED IN SECTION 8(b)(iii). ANY RIGHTS AND REMEDIES WITH RESPECT TO THE DTH EQUIPMENT MUST BE HANDLED DIRECTLY WITH THE MANUFACTURER, INSTALLER OR SUPPLIER OF SUCH EQUIPMENT. IF YOU ARE RENTING YOUR IRD, PLEASE CONSULT YOUR RENTAL AGREEMENT WHERE YOU HAVE AGREED TO BE RESPONSIBLE FOR ANY LOSS, OR DAMAGE TO

THE IRD WHILE UNDER YOUR CARE AND CONTROL.

(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 VIEWING 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 AND/OR SMART CARD 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, REPLACE OR UPGRADE THE SOFTWARE IN YOUR IRD AND SMART CARD (BY SWAP, REPLACEMENT, RECALL OR OTHERWISE) TO ENSURE THAT IT AND YOUR DTH EQUIPMENT THAT YOU EITHER OWN OR ARE RENTING FROM BELL TV 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 "blackout" 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 such as 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) of this Agreement, or if Bell TV can no longer provide any particular Programming for any reason.

*(d) Private viewing*

The right we provide you to receive and view the Programming is for your private home viewing, use and enjoyment. You will not receive, view or exhibit the Programming outside of your private residence. The Programming may not be rebroadcast, transmitted or performed in any form, and no admission charged, or any other consideration received, by or for the benefit of Subscriber from any third party in return for allowing such third party to listen to or view any Programming provided by us.

*(e) 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). 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 and Smart Card in accordance with Section 8(b) of this Agreement.

*(f) Privacy and Sharing of Personal Information*

(i) Your personal information will be protected by Bell TV in a manner consistent with the Bell Customer Privacy Policy and the Bell Code of Fair Information Practices. As a Subscriber, you have given your consent implicitly to the use of your personal information, as described in the above policy and practices. You may withdraw your consent at any time by contacting the Customer Service Centre or by using the opt-out form at the bottom of the following website: [www.bell.ca/privacypolicy](http://www.bell.ca/privacypolicy).

(ii) The privacy clause in Section 8(f)(i) above will apply to you, unless your purchase agreement or rental agreement with Bell TV contains a different privacy clause, in which case that other privacy clause will continue to apply to you. Please check your purchase agreement or rental agreement with Bell TV to determine which privacy clause applies to you.

*(g) 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 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 Bell TV. 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 Section 8(d) or 8(e) of this Agreement.

**9. MDU**

If your service address (listed on your Account) is in a multiple development or dwelling unit, by signing this Agreement, you (a) request that Bell TV deliver notice on your behalf to the television broadcasting distribution undertaking currently serving your [Service Address] for the express and specific purpose of terminating any existing television and audio broadcasting service to your Service Address; and (b) appoint Bell TV as your agent to take any additional action necessary, including the purchase of inside wiring and/or serving your Service Address pursuant to section 10 of the Broadcasting Distribution Regulations.

**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. These terms and conditions are subject to amendment, modification or termination if required by laws or regulations. 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 your change of name, mailing address, residency, address, telephone number and 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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