

RESIDENTIAL CUSTOMER AGREEMENT EFFECTIVE AS OF AND FROM January 1, 2008 (“Agreement”)

Bell ExpressVu Inc., in its capacity as general partner of Bell ExpressVu L.P., 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 ExpressVu is willing to 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 or by calling ExpressVu at 1 877 439-8502.

This version of the Agreement is effective as and from January 1, 2008 and replaces and supersedes all previous versions of the ExpressVu Residential Customer Agreement. Please visit our website at 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.

1. Introduction

The words “**you**” and “**Subscriber**” refer to you, as a residential subscriber of ExpressVu’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 ExpressVu Customer Service Centre, which may be contacted by telephone at: 1 888 SKY-DISH (759-3474); by E-Mail to: “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 that you use to receive ExpressVu Programming;

“**ExpressVu**”, “**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;

“**ExpressVu 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 ExpressVu 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;

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

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

3. General Information about our Terms and Conditions

The policies and practices reflected in this Agreement apply and are used when providing you with the Programming. ExpressVu reserves the right to change the terms and conditions of this Agreement and the rates, charges, fees and Programming at any time. ExpressVu will notify you in advance of any amendment or change, and the effective date of that amendment or change, so that you may 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

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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 Electronic Funds Transfer Authorization

You, as a Subscriber of the Programming, are required to provide ExpressVu 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 ExpressVu. You expressly, absolutely and irrevocably authorize ExpressVu, and this shall constitute ExpressVu’s good and sufficient authority for so doing, to withdraw from your Chequing Account through EFT or charge your Credit Card each and every time an amount on your ExpressVu Account is 75 days past due. We will give you a minimum of 10 days prior notice of such action, it being agreed that your Statement constitutes this 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 will or have provided is in your name, is valid and has not expired. You will promptly advise ExpressVu 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. Should any withdrawal from your Chequing Account through EFT not comply with the terms of this Agreement, you have certain recourse rights. Contact your financial institution for more information or visit <http://www.cdnpay.ca/>.

5. About 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 have been authorized by ExpressVu to receive such Programming. Your IRD will not operate without a Smart Card. ExpressVu 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, ExpressVu may disconnect your access to the Programming immediately without notice. As a 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.

(b) Programming requires telephone connection

ExpressVu requires each IRD to be directly and continuously connected to the same operating telephone line associated with your Account, unless otherwise expressly approved by ExpressVu 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 ExpressVu is unable to contact you to perform

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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 or are an existing Subscriber to ExpressVu’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 you purchased it or rented it from ExpressVu, all Smart Cards 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 ExpressVu, the terms and conditions relating to the return of such DTH Equipment can be found in your rental agreement.

Lost/Stolen Cards:

If your Smart Card is lost or stolen we will replace your Smart Card for a charge of \$100.00 on your Account.

Defective Smart Cards:

Defective Smart Cards will be replaced for a charge of \$100.00 on your Account. You will receive a \$100.00 credit to your Account if (a) you return the defective Smart Card to us within 30 days, and (b) our investigation does not reveal any unauthorized tampering of the Smart Card.

Damaged Smart Cards:

Damaged Smart Cards will be replaced for a charge of \$100.00 on your Account. Upon our receipt of the damaged Smart Card, \$30.00 will be credited to your Account, unless our investigation reveals unauthorized tampering.

(e) Liability for unauthorized use

If either of your IRD or Smart Card 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. 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 ExpressVu 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 ExpressVu

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Accounts 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. ExpressVu 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. 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 ExpressVu) at the following address: CRTC, Ottawa, Ontario, K1A 0N2.

(b) Billing policies, Statements and payments

You shall pay ExpressVu in full for 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 charges 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. If your Account remains unpaid for a period of 60 days, we may also charge you an administration fee (currently set at \$25.00) 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 \$25.00 per occurrence. Other service, administrative, collection, billing and account related fees and charges may be assessed from time to time by ExpressVu 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 ExpressVu

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, 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 if you breach any of your obligations under this Agreement, including without limitation, receiving Programming that you have not paid for, in whole or in part. When we disconnect your Programming, we have the right to charge you a deactivation fee, which is currently \$50.00. If we are required to use a collection agency or lawyer to collect money that you owe us or to assert any

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other right that we may have against you, you shall pay the reasonable costs of collection or other action. These costs may include, but are not limited to, the costs of a collection agency, reasonable legal fees and court costs. You shall also pay all past due charges, all amounts owing as shown on your Statement or Account, and the deactivation fee, and any costs which are reasonably incurred by ExpressVu as a result of the collection efforts on outstanding amounts, before we reconnect your Programming.

(e) Authorization to check credit history

ExpressVu hereby provides you with notice that by subscribing to the Programming, you authorize us to make inquiries into your credit history at any time in our sole discretion, and to record the results of those inquiries on your Account. Such 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 ExpressVu's offices, which are currently located at 100 Wynford Drive, Toronto, Ontario M3C 4B4.

(f) Minimum Spend Requirement

If you became or are an existing Subscriber to ExpressVu's Service before September 30, 2004, who currently spends more than \$22.00 per month and who wishes 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 \$22.00 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 ExpressVu, which is currently set at \$4.99 per month, for the activation and continued use of multiple IRDs/Smart Cards on your Account. This fee may be reduced or eliminated by ExpressVu if you subscribe to specific combo programming packages.

(h) Reconnection Fee

ExpressVu charges an account administration fee, currently \$50.00, to re-activate an IRD which

had been permanently deactivated upon Subscriber's request, or where Subscriber transfers or assigns ownership of the IRD or otherwise transfers or assigns responsibility for payment of an existing ExpressVu Account with ExpressVu's consent.

(i) Digital Service Fee

You shall pay to ExpressVu a monthly digital service fee, the current fee being (i) \$5.99 per month for all subscribers with Programming on legacy platforms (pre-July 2004) and (ii) \$3.00 per month for all subscribers on Genesis platforms (post-July 2004). This monthly fee, which relates to costs incurred in operating our network and maintaining and/or upgrading our technological platforms, may be reduced or eliminated by ExpressVu, in its discretion, if you subscribe to specific combo programming packages or based on the technological platform used to deliver Programming to you.

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, provided that: (x) any continuing Programming is subject to the minimum Programming requirements set out in Section 5(c); and (y) your Account must be in good standing with all payments up to date. You must ensure that these two conditions are satisfied. ExpressVu 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.

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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. ExpressVu 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 \$10.00, ExpressVu 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 \$10.00.

(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 temporary suspend your Programming

You may temporarily suspend your right to receive and view the Programming at any time by placing an order with ExpressVu for the temporary suspension service via Internet at www.bell.ca/tv (support section), ExpressVu 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. ExpressVu charges an account administration fee, currently (i) \$10.00 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 (support section), (ii) ExpressVu Interactive Voice Recognition (IVR) system at 1-888-SKY-DISH (759-3474), or (iii) Interactive TV (ITV) system available at Channel 188, and (ii) \$15.00 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 ExpressVu relating to your receipt of the Programming.

(c) Your transfer of Account or 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 of your DTH Equipment and beneficiary of the rights in the Programming until we receive such notice, 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 we receive your notice. To transfer your DTH Equipment to another person or ExpressVu Account, an administration transfer fee, currently \$35.00, will be applied to the ExpressVu account of the new owner.

8. Furnishing of Programming by ExpressVu

(a) Exclusion of Liability

EXPRESSVU, AND/OR ANY OF ITS SUPPLIERS (INCLUDING WITHOUT LIMITATION TELESAT CANADA), WILL NOT BE LIABLE FOR ANY INTERRUPTIONS IN PROGRAMMING OR LIABLE FOR ANY DELAY OR FAILURE TO PERFORM, IF SUCH DELAY

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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 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 EXPRESSVU'S LIABILITY TO SUBSCRIBER EXCEED THE TOTAL VALUE PAID TO EXPRESSVU 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
YOU ACKNOWLEDGE AND AGREE THAT:

(i) YOUR DTH EQUIPMENT HAS BEEN ACQUIRED SEPARATELY AND APART FROM THIS AGREEMENT FOR THE PROVISION OF PROGRAMMING. YOU ALSO ACKNOWLEDGE THAT EXPRESSVU IS NOT THE MANUFACTURER, DISTRIBUTOR, INSTALLER OR RETAILER OF YOUR DTH EQUIPMENT, AND THEREFORE HAS NO LIABILITY WHATSOEVER FOR SUCH EQUIPMENT, INCLUDING WITHOUT LIMITATION, IF THE SOFTWARE IN YOUR IRD 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.

(ii) YOUR IRD CONTAINS SOFTWARE THAT IS UNDER LICENSE TO, OR OWNED BY, EXPRESSVU. YOUR LICENSE TO USE THIS SOFTWARE IS LIMITED TO RECEIVING AND VIEWING PROGRAMMING AUTHORIZED BY EXPRESSVU ONLY AND FOR NO OTHER PURPOSE. IF EXPRESSVU 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, EXPRESSVU RESERVES THE RIGHT TO MODIFY OR DISABLE THE SOFTWARE IN YOUR IRD. 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) EXPRESSVU RESERVES THE RIGHT, FROM TIME TO TIME, TO UPDATE OR UPGRADE THE SOFTWARE IN YOUR IRD AND SMART CARD 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 but not limited to 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

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temporary interruption due to natural phenomena such as thunderstorms. ExpressVu will not refund charges for the blackout period or temporary interruptions. In addition, EXPRESSVU WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE WHICH YOU SUFFER AS A RESULT OF ANY SUCH BLACKOUT OR TEMPORARY INTERRUPTION. However, if ExpressVu causes a material interruption of Programming which is not related to natural phenomena or causes outside of its control, ExpressVu will provide a credit or refund, at Subscriber's request, for the Programming interruption period. For greater certainty, no credit or refund will be provided for Programming interruptions resulting from ExpressVu disabling or modifying the software in an IRD pursuant to Section 8(b) (ii) of this Agreement, or if ExpressVu 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 agree that the Programming provided will not be received or viewed outside of your private residence. You are only permitted to exhibit the Programming solely in your private residence and not in any other areas. 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 ExpressVu). Doing so may result in civil or criminal penalty. ExpressVu also reserves the right to take any other action to prevent the reception of its Programming without payment to, or authorization by, ExpressVu, including without limitation, the right to modify or disable the software in the IRD in accordance with Section 8(b)(ii) of this Agreement.

(f) Privacy of Personal Information

All your personal information that ExpressVu

keeps 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, ExpressVu 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 telecommunication service; (iv) another company to supply you with telephone or telephone directory services; (v) a public authority if it appears there is imminent danger to life or property; or (vi) **an agent retained by ExpressVu 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 or via the internet; oral consent where an audio recording of the consent is retained by ExpressVu; 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 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.

(g) Additional Rules for Pay Per View (“PPV”) Programming

Unless otherwise indicated by ExpressVu at the time you place your order for PPV Programming, all sales of PPV Programming are final. If ExpressVu is unable to provide any PPV Programming that you have ordered, ExpressVu shall credit you the amount for that PPV Programming. ExpressVu shall have no other liability for cancelled events or failure to provide any PPV Programming. Certain PPV

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Programming may only be ordered if you also subscribe to other prerequisite Programming. You shall indemnify and hold harmless ExpressVu 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. Miscellaneous Provisions

(a) Applicable law

ExpressVu 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 such laws or regulations. If any provision in this Agreement is declared to be illegal or in conflict with any such law or regulation, that provision may be deleted or modified, without affecting the validity of the other provisions.

(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 or credit card number. You may do this by notifying our Customer Service Centre. Notices are deemed to have been received when they arrive at our Customer Service Centre.

(c) Enforceability

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.

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