

Residential Customer Agreement

EFFECTIVE AS AND FROM SEPTEMBER 30, 2004 (“Agreement”)

Bell ExpressVu Inc., in its capacity as general partner of Bell ExpressVu L.P. (“ExpressVu”) welcomes you as a 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 its residential subscribers 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 September 30, 2004 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

Whenever we refer to “you” or the “Subscriber”, we are referring to you, as a subscriber of ExpressVu’s Programming in Canada. By requesting, viewing or by paying for, any Programming offered by ExpressVu, you will be deemed to have agreed to the terms and conditions of this Agreement. If you do not agree with any of the terms and conditions that are contained in this Agreement, you must immediately contact the ExpressVu Customer Service Centre, as described below, to cancel your subscription.

2. Definitions

In this Agreement, the following terms have the following meaning:

“**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, satellite antenna and remote control that you use to receive ExpressVu 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, any applicable fees 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. The Smart Card is owned and used by ExpressVu to authorize reception of Programming;

“**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 ExpressVu from time to time; and

“**ExpressVu**” “**we**” “**us**” or “**our**” means Bell ExpressVu L.P., and where the context requires, any successor company or entity, and their respective officers, directors, employees or authorized agents.

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3. General information about our Terms and Conditions

The policies and practices reflected in this Agreement are used when providing you with the Programming. ExpressVu reserves the right to change the terms and conditions of this Agreement at any time. ExpressVu will notify you of any material change and the effective date of that change so that you may cancel your subscription if you don't agree. The notice may be provided to you with your Statement, by separate written notice, by E-mail, or through ExpressVu's website at www.bell.ca/satelliteagreements. You should 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 seven (7) days of notice of a change to the Agreement having been made available to you by ExpressVu, including, without limitation, by way of posting an updated version of the Agreement on our website, you will be deemed to have accepted such change. We reserve the right to change the Programming that we offer, and our rates, charges or fees at any time. In the event of a change in 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. You understand and agree that you will not be entitled to any refund because of our change in the contents of any Programming. The provisions of this Agreement will continue to apply to any issue related to this relationship after termination of this Agreement.

4. Credit Card and Electronic Funds Transfer

All new and re-started Subscribers (i.e., Subscribers that have been disconnected and desire to re-connect) of ExpressVu Programming are required to provide ExpressVu with a valid major credit card or agree to pay for Programming through electronic funds transfer ("EFT") through a major financial institution in Canada as security for payment of any outstanding amounts owed to ExpressVu. The credit card number that you provide will be charged in the event you fail to pay your ExpressVu account when it is seventy-five (75) days past due. Your credit card number will not be provided to any other person without your express prior consent. You hereby represent and warrant that the credit card information you provide at the time of activation will be true, accurate and complete and that the credit card number that you will or have provided is in your name, is valid and has not expired. You agree that you will promptly advise ExpressVu of any change to your EFT and/or credit card information or any change to, loss, theft or cancellation of, your credit card and provide new EFT or credit card information if you open a new bank account or obtain a new credit card, respectively. You hereby expressly, absolutely and irrevocably authorize ExpressVu to charge your credit card or account through EFT for any outstanding amounts owing for the Programming, or otherwise owed pursuant to the terms of this Agreement, when and if seventy-five (75) days past due and this shall constitute ExpressVu's good and sufficient authority for so doing.

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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 that the service address is located in Canada and that all active IRD's on your account are located at the address listed on your account as your "service address". If any Subscriber is found to be in violation of this or any other provision or policy, ExpressVu may disconnect access to the Programming immediately without notice to such Subscriber. 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. Any exception to this requirement must be 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 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 are required to subscribe to and maintain a minimum level of Programming. If you are a subscriber under a Term Contract, please review that document to determine the minimum level of Programming required, otherwise, please contact 1-888-SKY-DISH for all inquiries. 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 one (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 when you purchased it, 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.

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Lost/Stolen Cards:

If your Smart Card is lost or stolen we will replace your Smart Card for a charge of one hundred dollars (\$100.00) on your account.

Defective Smart Cards:

Defective Smart Cards will be replaced for a charge of one hundred dollars (\$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 thirty (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 one hundred dollars (\$100.00) on your account. Upon our receipt of the damaged Smart Card thirty dollars (\$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 in order 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) 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 of any Subscriber that activated additional IRDs in breach of this section. The activation of any new additional IRD(s)/Smart Card(s) is subject to the additional IRD fee described in Section 6(g) below. You may activate up to a maximum of five (5) additional IRDs on your account at any time. If you require more than five (5) additional IRD(s), you must open a new separate account to activate such additional IRD(s) and you will be billed separately for the services received through those additional IRD(s).

(g) Vacation Properties or Secondary Locations

No exceptions are made to section 5(a) for customers using the ExpressVu Service at a secondary location, vacation property or mobile unit, such as a camper, boat or recreational vehicle. Under no circumstances, including vacation properties, are customers permitted to maintain multiple IRDs on one 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. 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, but we will provide you with notice of any such change. Our rates, fees and charges for Programming are available upon request from the Customer Service Centre. If you have any concerns about our rates, fees 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 ExpressVu) at the following address:
CRTC, Ottawa, Ontario, K1A 0N2.

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(b) Billing policies, Statements and payments

You agree to pay, in full, all amounts billed for Programming and to pay 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 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, you should contact our Customer Service Centre. You must contact us within forty-five (45) days of the date you receive the Statement which contained the error, in order 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 the Customer Service Centre, subject to payment of the appropriate additional Statement fee.

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

You agree to 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 two per cent (2%) per month (26.82% per year); or b) the highest interest rate permissible by law, at ExpressVu's discretion, until paid in full. If your account remains unpaid for a period of sixty (60) days, we may also charge you an administration fee, to offset the additional processing costs associated with delinquent accounts. The administration fee is currently twenty-five dollars (\$25.00). Other fees and charges may also be assessed. For example, cheques which are dishonoured or returned for insufficient funds, or a refused bank account/credit card preauthorized debit, will be subject to an "NSF Fee", currently twenty-five dollars (\$25.00) per occurrence. 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 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, 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, 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 fifty dollars (\$50.00). 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 agree to 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. We will require you to pay all past due charges, and the deactivation fee, and any costs which are reasonably incurred

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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 credit inquiries on your account file at ExpressVu.

(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 twenty-two dollars (\$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 twenty-two dollars (\$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

Subscribers who activate more than one IRD on an account, or who subsequently activate an additional IRD on their account, 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 IRD(s)/Smart Card(s) on their account. This fee may be reduced or eliminated by ExpressVu for Subscribers who subscribe to specific combo programming packages.

(h) Reconnection Fee

ExpressVu charges an account administration fee, currently thirty-five dollars (\$35.00), to re-activate an IRD which had been permanently deactivated upon request of the Subscriber, or where the Subscriber transfers or assigns ownership of the IRD or otherwise transfers or assigns responsibility for payment of an existing account with the consent of ExpressVu.

(i) System charge

A system charge, currently set at \$2.99 per month, shall apply to all Subscribers. This fee may be reduced or eliminated by ExpressVu for Subscribers who subscribe to specific combo programming packages.

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 have the right to terminate or downgrade the reception of any part of your Programming for any reason at any time 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) above; and (y) your account must be in good standing with all payments up to date. You are responsible for ensuring 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 call to downgrade your Programming below the minimum

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Programming commitment you agreed to, certain fees 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.

(ii) Terminating or cancelling your Programming: You have the right to terminate the reception of all of your Programming for any reason at any time by notifying our Customer Service Centre. ExpressVu will deactivate all the Programming you receive on the thirtieth 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 fees 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 (\$10.00), ExpressVu 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 (\$10.00).

(iii) 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 simply 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 \$9.99, for this service. Upon reactivation, the minimum one (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 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 account or equipment

You may not assign or transfer your rights to the Programming without our written consent. If you do, we may deactivate your Programming. You agree to 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 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 account, an administration transfer fee of thirty-five (\$35.00) will be applied to the 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 OR NONPERFORMANCE ARISES IN CONNECTION WITH ANY ACTS OF GOD, FIRES, EARTHQUAKES, FLOODS, POWER FAILURE, SATELLITE FAILURE OR MALFUNCTION, FAILURE TO

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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. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED. IN NO EVENT SHALL WE HAVE ANY LIABILITY FOR SPECIAL, INDIRECT, INCIDENTAL 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 THE SUBSCRIBER EXCEED THE TOTAL VALUE PAID TO EXPRESSVU BY THE 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, 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 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 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 REMAINS COMPATIBLE WITH SUCH TECHNOLOGICAL ADVANCES OR IMPROVEMENTS.

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(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 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 the request of the Subscriber, 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

Your personal information will be protected by ExpressVu 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. In the event that 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 Programming may only be ordered if you also subscribe to other prerequisite Programming. You agree

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to 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. Arbitration

You agree that any claim or dispute (whether originating in contract or tort, or pursuant to any applicable statutes, regulations or common law principles and whether past, present or future) that arises out of or is related to: (a) the terms and conditions of this Agreement; (b) any oral or written statements; or (c) any promotions or advertisements related to this Agreement (collectively the “Claim”), will be referred to and decided upon by a sole arbitrator in an expedited and simplified arbitration proceeding. You and we will make every reasonable effort to agree on the appointment of the arbitrator within fifteen (15) days of the commencement of the arbitration proceeding, failing which, the arbitrator will be appointed by the court in the province in which you reside. The arbitrator shall have the right to require either party to pay all costs and expenses of the arbitration, including the arbitrator’s fees and expenses.

10. Miscellaneous Provisions

(a) Applicable law

This Agreement, including all matters relating to its validity, construction, performance and enforcement, shall be governed by applicable federal law, and the laws and regulations of the province where Programming is provided. 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 agree to 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

You and we agree that each provision of this Agreement shall be construed as separable and divisible from every other provision and that the enforceability of any one provision, or portion thereof, shall not limit the enforceability, in whole or in part, of any other provision hereof.

ATTENTION

YOUR RECEIVER CONTAINS SOFTWARE THAT IS UNDER LICENSE TO OR OWNED BY BELL EXPRESSVU.

YOUR LICENSE TO USE THIS SOFTWARE IS LIMITED TO RECEIVING AND VIEWING PROGRAMMING AUTHORIZED BY BELL EXPRESSVU ONLY.

IF BELL EXPRESSVU HAS REASONABLE GROUNDS TO BELIEVE THAT YOU ARE RECEIVING UNAUTHORIZED PROGRAMMING OR USING THE SOFTWARE FOR ANY OTHER UNAUTHORIZED PURPOSE, IT RESERVES THE RIGHT TO MODIFY OR DISABLE THE SOFTWARE IN YOUR RECEIVER.



WARNING: IF THE SOFTWARE 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.

RECEIVING SIGNALS WITHOUT AUTHORIZATION, INCLUDING FOR THE PURPOSE OF “TESTING”, IS THEFT AND MAY RESULT IN CRIMINAL CHARGES OR A CIVIL SUIT BEING BROUGHT AGAINST YOU.

Limited Warranty For Bell ExpressVu Hardware

LIMITED WARRANTY FOR BELL EXPRESSVU HARDWARE



This limited warranty is a legal document. Keep it in a safe place. This limited warranty relates to your satellite receiving system hardware only. For warranties related to the Bell ExpressVu Service, please see your Customer Service Agreement.

This limited warranty is administered by Bell ExpressVu Inc., in its capacity as general partner of Bell ExpressVu Limited Partnership (“Bell ExpressVu”), as warranty supervisor, on behalf of the manufacturer. All claims made under this limited warranty must be made to Bell ExpressVu only. If you make a claim under this limited warranty directly to the manufacturer, it will be forwarded to Bell ExpressVu, as warranty supervisor, for processing.

WHAT THE WARRANTY COVERS

This warranty extends only to the original user of the equipment and is limited to the purchase price of each part. Bell ExpressVu and its affiliated companies warrant this satellite receiving system against defects in materials or workmanship as follows:

- **LABOUR:** For a period of one (1) year from the original date of activation, if we determine that the equipment is defective subject to the limitations of this warranty, it will be replaced at no charge for labour. We warrant any such work done against defects in materials or workmanship for the remaining portion of the original warranty period.
- **PARTS:** For a period of one (1) year from the original date of activation, we will supply at no charge, a replacement of equal or greater value in exchange for parts determined to be defective subject to the limitations of this warranty. We warrant any such replacement parts against defects in materials or workmanship for the remaining part of the original warranty period. NOTE: “Parts” means items included in this package, which may include the antenna assembly, receiver, LNBF, remote control, or antenna mounting hardware. It does not include other parts or non Bell ExpressVu accessories purchased separately.

WHAT THE WARRANTY DOES NOT COVER

- This warranty does not cover replacement of lost, stolen, or damaged smart cards.
- This warranty does not cover installation of the Bell ExpressVu system. If applicable, such installation will be warranted under a separate installation agreement with the installation party.
- This warranty does not cover consumer instruction, physical setup or adjustment of any consumer electronic devices, remote control batteries, signal reception problems, loss of use of the system, or unused programming charges due to system malfunction.
- This warranty does not cover cosmetic damage, damage due to lightning, electrical or telephone line surges, fire, flood, or other acts of God, accident, misuse, abuse, modification, tampering, repair or alteration by other than authorized factory service, use of accessories not recommended or endorsed by the receiver manufacturer, negligence, commercial or institutional use, or improper or neglected maintenance.

Limited Warranty For Bell ExpressVu Hardware

- This warranty does not cover equipment if used to receive signals other than those authorized by Bell ExpressVu, in whole or in part.
- This warranty does not cover equipment sold AS IS or WITH ALL FAULTS, shipping and handling, removal or reinstallation, shipping damage if the equipment was not packed and shipped in the manner prescribed, or equipment purchased, serviced, or operated outside Canada.

LEGAL LIMITATIONS

REPLACEMENT AS PROVIDED UNDER THIS WARRANTY IS YOUR EXCLUSIVE REMEDY. WE SHALL NOT BE HELD LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OF ANY EXPRESSED OR IMPLIED WARRANTY ON THIS SYSTEM, NOR FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OF, OR INABILITY TO USE, THIS SYSTEM. UNDER NO CIRCUMSTANCES SHALL OUR LIABILITY, IF ANY, EXCEED THE PURCHASE PRICE PAID FOR THIS SYSTEM. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ON THIS SYSTEM IS LIMITED IN DURATION TO THE PERIOD OF THIS WARRANTY. WE RESERVE THE RIGHT TO REFUSE TO HONOUR THIS WARRANTY IF WE DETERMINE ANY OF THE ABOVE EXCEPTIONS TO HAVE CAUSED THIS SYSTEM NOT TO HAVE PERFORMED PROPERLY. THIS WARRANTY SHALL BE VOID IF ANY FACTORY-APPLIED IDENTIFICATION MARK, INCLUDING BUT NOT LIMITED TO SERIAL OR CONDITIONAL ACCESS NUMBERS, HAS BEEN ALTERED OR REMOVED. THIS WARRANTY SHALL ALSO BE VOID IF THE RECEIVER HAS BEEN OPENED BY AN UNAUTHORIZED PERSON WITH THE EXCEPTION OF OPENING THE SMART CARD ACCESS DOOR ON THE RECEIVER FRONT PANEL.

IF YOU NEED ASSISTANCE

1. Call Bell ExpressVu's Customer Service Call Centre at 1-888-SKY-DISH (759-3474) (the "Call Centre"). Have your customer account number, Smart Card number or the receiver CAID number ready. Display the System Info screen to find your receiver CAID number and Smart Card number.
2. A Bell ExpressVu Customer Service Representative ("Representative") will attempt to troubleshoot any problem you may be having. The Representative will also determine whether the equipment is covered under the outlined warranty.
3. If the Representative cannot troubleshoot the problem over the telephone, and your receiver is covered under the warranty, they may issue you a Return Merchandise Authorization Number ("RMA") and request that the receiver be sent to Bell ExpressVu's authorized repair centre for service. As part of the RMA process, and so you do not experience any prolonged disruption in service, a replacement receiver will be sent to your home within 72 business hours of issuing the RMA number. However, if your receiver is beyond the one (1) year warranty from original date of activation, an RMA will be given by the Call Centre only if you decide to send your receiver in to be replaced. Please note that for out of warranty receivers, Bell ExpressVu will charge you a replacement fee for any replacement receiver that will be sent to your home. The replacement fee will vary depending on the model of out of warranty receiver that is

Limited Warranty For Bell ExpressVu Hardware

being replaced. All applicable taxes, shipping and handling charges are extra and will be your responsibility. Bell ExpressVu accessories such as remote controls and LNBFs also have replacement fees attached to them depending on the model. Please ask the Representative for more details.

4. Once the replacement receiver arrives (or other item for which Bell ExpressVu issued to you a RMA), you are to ship back the defective Bell ExpressVu hardware using the pre-paid shipping waybill provided to you.
5. Returned equipment must be packaged properly, using either the original shipping materials or the box that your replacement came in. Follow the instructions provided to you with the replacement equipment that was shipped to you.
6. Write the RMA number in large, clearly visible characters on the outside of the shipping box that you are returning the equipment in. To avoid confusion and misunderstandings, shipments without an RMA number clearly visible on the outside of the box will be returned to you at your expense.
7. If you are returning a Bell ExpressVu receiver, you must return the Smart Card with the receiver; unless your Bell ExpressVu receiver has an embedded Smart Chip. If you do not return the Smart Card with the receiver, a fee will be assessed against your Bell ExpressVu account.
8. If you do not return the defective item to the address outlined on the pre-paid shipping waybill within 20 days you will be charged the full market value of that item on your Bell ExpressVu programming account.

WHAT WE WILL DO

- We will evaluate the equipment you return, and verify the defective part to determine whether the equipment is covered under the outlined warranty.
- We will replace equipment that we determine is defective with new or remanufactured equipment, if the defective equipment is covered under warranty. This replacement equipment will be shipped to and from your home at our expense.
- If the defective equipment is not covered under the outlined warranty, you will be charged a replacement fee for the replacement receiver. All applicable taxes and shipping and handling charges will also be charged to you.
- However, if the equipment is or has become defective as a result of it being used to receive signals that were not authorized by or did not originate from Bell ExpressVu, in whole or in part, you will be charged Bell ExpressVu's replacement cost for the replacement unit, all applicable taxes and shipping and handling charges. To avoid these charges, you may return the replacement receiver to us or to a person we designate, within 10 days of receiving notice that your equipment is not eligible under this Limited Warranty. Be aware that Bell ExpressVu's replacement cost for the replacement receiver will exceed the regular retail price for similar units available through authorized sales agents.
- Bell ExpressVu accessories such as remote controls and LNBFs also have flat replacement fees attached to them depending on model. Ask the Customer Service Representative for more details. This charge will be assessed against your Bell ExpressVu account.

NOTICES

1. NOTICE: The Industry Canada label identifies certified equipment. This certification means that the equipment meets certain telecommunications network protective, operational and safety requirements as prescribed in the appropriate Terminal Equipment Technical Requirements document(s). The Department does not guarantee the equipment will operate to the user's satisfaction.

Before installing this equipment, users should ensure that it is permissible to be connected to the facilities of the local telecommunications company. The equipment must also be installed using an acceptable method of connection. The customer should be aware that compliance with the above conditions may not prevent degradation of service in some situations.

Repairs to certified equipment should be coordinated by a representative designated by the supplier. Any repairs or alterations made by the user to this equipment, or equipment malfunctions, may give the telecommunications company cause to request the user to disconnect the equipment.

Users should ensure for their own protection that the electrical ground connections of the power utility, telephone lines and internal metallic water pipe system, if present, are connected together. This precaution may be particularly important in rural areas.

Caution: Users should not attempt to make such connections themselves, but should contact the appropriate electric inspection authority, or electrician, as appropriate.

2. The Ringer Equivalence Number (REN) of this device is 0.6.

NOTICE: The Ringer Equivalence Number (REN) assigned to each terminal device provides an indication of the maximum number of terminals allowed to be connected to a telephone interface. The termination on an interface may consist of any combination of devices subject only to the requirements that the sum of the Ringer Equivalence Numbers of all the devices does not exceed 5.

3. The standard connecting arrangement for this equipment is RJ-11.
4. The term "IC:" before the certification/registration number only signifies that the Industry Canada specifications were met.

"Operation is subject to the following two conditions: (1) this device may not cause interference, and (2) this device must accept any interference, including interference that may cause undesired operation of the device."

Complies with IC: ICES - 006.

Notices

Notes