

RESIDENTIAL CUSTOMER AGREEMENT  
UPDATED **December 11, 2011** (“Agreement”)

Bell ExpressVu Inc., in its capacity as general partner of Bell ExpressVu L.P. (“**Bell TV**”), welcomes you as a residential subscriber (on an individual or bulk/multiple dwelling unit basis) 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 and in a commercial venue, you are subject to the terms and conditions of the commercial subscriber agreement, a copy of which is available at [bell.ca/satelliteagreements](http://bell.ca/satelliteagreements) or by calling Bell TV at **1 877 439-8502**.

This version of the Agreement replaces and supersedes all previous versions of the Bell TV Residential Customer Agreement and the former Bell TV Residential MDU Customer Agreement. Please visit our website at [bell.ca/satelliteagreements](http://bell.ca/satelliteagreements) or call us at **1 888 759-3474** to obtain a copy of this Agreement which 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 [bell.ca/contratsatellite](http://bell.ca/contratsatellite).*

If you live in Quebec, you will enter into this Agreement at a distance with Bell TV and the Agreement will include a Confirmation with a disclosure statement which forms an integral part of the Agreement.

## 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: **1 888 759-3474**; by e-Mail to: **[www.bell.ca/contactus](http://www.bell.ca/contactus)**; 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;

“**SmartCard**” 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 or electronic statement of your Bell TV Account that we send or make available 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. Subject to applicable law, 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 at least **30** days in advance of any change to the terms and conditions 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. Subject to applicable law, 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 the coming into force of any change to the terms and conditions and/or if you continue to receive

the Programming, you will be deemed to have accepted such change. If we change the content 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 SmartCard. 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 IRDs on your Account are located at the one address listed on your Account as your "service address" ("**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 **1 888 759-3474**. 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)**.

##### **(d) SmartCards**

SmartCards are non-transferable. Your SmartCard will work only in the IRD with which it was packaged. Notwithstanding that the SmartCard was packaged with your IRD (whether purchased or rented), all SmartCards are and remain our property and any tampering or other unauthorized modification to a SmartCard 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 SmartCard 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 SmartCard to us if it is defective or damaged, prior to providing a replacement SmartCard to you. In addition, we may require that you return the SmartCard to us if you terminate your Account, and failure to do so will result in a recovery charge being assessed against you. If you have rented your DTH Equipment from us, your Rental Agreement will contain terms and conditions regarding the return of DTH Equipment. We may, in our sole discretion, implement a mandatory recall, substitution or replacement of existing SmartCards, by notice to you that we will replace, at our cost, the existing SmartCard 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 SmartCard and **activate** the replacement SmartCard. We will charge **\$100** to your Bell TV Account for each replacement SmartCard we send you. If you return the recalled SmartCard to us within **30** days of replacement, we will credit your Account **\$100**. Other applicable charges (all of which may be charged to your Bell TV Account or your Credit Card or debited or withdrawn from your Chequing Account) are:

**Lost/Stolen Cards:** We will replace a lost or stolen SmartCard and charge your Account **\$100**.

**Defective SmartCards:** We will send you a replacement for a defective SmartCard and charge your Account **\$100**. If you return the defective SmartCard to us within **30** days of replacement and our investigation reveals no unauthorized tampering, we will credit your Account **\$100**.

**Damaged SmartCards:** We will send you a replacement for a damaged SmartCard and charge your Account **\$100**. If you return the damaged SmartCard to us within **30** days of replacement and our investigation reveals no damage or unauthorized tampering, we will credit your Account **\$100**.

**(e) Liability for unauthorized use**

If the SmartCard 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/SmartCard combination(s) rented or purchased and activated to receive the same Programming as your initial IRD/SmartCard 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/SmartCards 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, 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.

**(h) Replacement of Receivers.**

If Bell TV substitutes your IRD with another substantially similar model and make of IRD ("**Replacement IRD**") you acknowledge that, upon delivery to you of the Replacement IRD, this Agreement will automatically and without any further act, thing or document apply to the Replacement IRD as if it were the original IRD hereunder and all terms of this Agreement will apply to the Replacement IRD without any novation occurring or being deemed to have occurred with respect to the Replacement IRD. The term "**IRD**" hereunder will, in such circumstances, be deemed to refer to the Replacement IRD in place of the Replaced IRD.

## **6. Rates, Fees and Charges**

**(a) Introduction**

Programming rates, fees and charges are charged in accordance with this Agreement and the programming selections that you have made at the time of installation. Subject to applicable law, 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 **30** days advance notice to you in accordance with Section **3**. Our rates, fees and charges for Programming are set out in your Confirmation and/or Statement and available upon request from the Customer Service Centre by calling **1 888 759-3474**. If you have any concerns, please contact our Customer Service Centre. You may also contact the governing body for broadcasters in Canada (**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 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 and fees assessed on your Account. 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: **(i)** a compounded interest rate of **3%** per month (**42.58%** per year); and **(ii)** 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 or breach any of your obligations under this Agreement at any time (including receiving Programming that you have not paid for), in addition to our other rights and remedies, we have the right, in our sole discretion, without notice or demand to you to **(i)** disconnect your Programming and/or **(ii)** take whatever steps are necessary to disable or modify the software in your IRD and/or SmartCard. When we disconnect your Programming and to the extent permitted by applicable law, 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 to 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**, and currently spend more than **\$22** per month and wish to downgrade, you must **(i)** 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"; or **(ii)** if you are a Subscriber in Quebec, you may choose to subscribe to the Quebec Custom Packaging Plan ("La Base") and select from one of the Programming options, as set by Bell TV from time to time, associated with La Base (currently, Tiered, Themed or Custom).

**(g) Additional IRD Fee**

If you initially or subsequently activate more than one IRD on your Account, you may be charged a monthly 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/SmartCards 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 reactivate 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's 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 platforms pre-September **30, 2004**; and **(ii) \$3** per month for all subscribers on platforms on or after September **30, 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%** of certain monthly Bell TV Account invoice fees and charges ("**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). You shall also pay to Bell TV other recurring or non-recurring provincial/territorial eco/environmental handling, processing or other fees (currently a **\$3.50** non-recurring fee on new IRDs in effect in Nova Scotia, PEI and Saskatchewan).

**(k) Paper Bill Fee**

You will receive a monthly Statement of your Bell TV Account as an e-bill or a paper bill, at your option. E-bill is provided free of charge. If you choose to receive a paper bill, you will be charged a **\$2.00** per month paper bill fee. The monthly paper bill fee applies only once per "One Bill" account if you are on the "One Bill" program.

**7. Your Termination or Suspension of Programming**

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

**(i) Downgrading your Programming:** If your Account is in good standing and payments are all up to date, you may terminate or downgrade the reception of any portion of your Programming by notifying our Customer Service Centre; however, you must maintain continuing Programming meeting at least the minimum Programming requirements set out in Section **5(c)**. 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 to the extent permitted by law. Please refer to your Term Contract, to determine the applicable fees or charges, if any. To the extent permitted by law, 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 will not provide any refund or credit for an amount 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 **1 888 759-3474**.

**(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 by placing an order with Bell TV for the temporary suspension service via Internet at bell.ca/tv (support section), Bell TV Interactive Voice Recognition (IVR) system at **1 888 759-3474**, 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 Internet at bell.ca/tv (support section), Bell TV Interactive Voice Recognition (IVR) system at **1 888 759-3474**, or 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** consecutive months period, your Account will automatically be reactivated, billing will be resumed and you will receive the Programming you were receiving prior to 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 and/or rental of DTH Equipment.

**(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 SMARTCARD 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 OR OTHER DOCUMENT 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 SMARTCARD CONTAINS SOFTWARE THAT IS UNDER LICENSE TO, OR OWNED BY, BELL TV. YOUR LICENCE 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 SMARTCARD. **WARNING:** IF THE SOFTWARE IN YOUR IRD AND/OR SMARTCARD 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 SMARTCARD (BY SWAP, REPLACEMENT, RECALL OR OTHERWISE) TO ENSURE THAT IT AND YOUR DTH EQUIPMENT THAT YOU EITHER OWN OR RENT 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 SMARTCARD REMAIN COMPATIBLE WITH SUCH TECHNOLOGICAL IMPROVEMENTS OR ADVANCES.

**(c) Programming availability**

All "Programming is provided on a "subject to availability" basis. Certain Programming transmitted by us, including sports events, may be "blacked out" in

your area of reception from time to time at the 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 SmartCard 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 SmartCard 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: [bell.ca/privacypolicy](http://bell.ca/privacypolicy).

**(ii)** The privacy clause in Section **8(f)(i)** will apply to you, unless your purchase, rental or other 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, rental or other 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 programming. You shall indemnify and hold harmless Bell TV from any claims, liabilities, losses or damages resulting from your use of PPV Programming in contravention of Section **8(d)** or **8(e)** of this Agreement.

**9. MDU**

If your Service Address is in a multiple dwelling unit, by entering into 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. To the extent permitted by applicable law, Bell TV may modify the Service and/or this Agreement, including any other document that forms part thereof, at any time and from time to time, with or without your consent or authorization, including but not limited to modification or amendment of service fees or modification, amendment or termination of any Service feature or Service content. If required by applicable law, Bell TV will give you not less than **30** days notice in advance of the effective date of any amendment or change to this Agreement or of any material change to the Service by posting notice of such change at **bell.ca/agreements**, by sending you notice via email to your Bell Internet email address or to

any other email address provided by you to Bell TV (in which case it is your responsibility to ensure that such email address remains current at all times) or by using any other notice method that will likely come to your attention. To the extent required by applicable law, such notice shall set out the effective date of the amendment or change, if applicable, the revisions being made to this Agreement or any other related Agreement and your remedy in connection with such amendment or change as set out in the last sentence of this paragraph. You agree to go to **bell.ca/agreements** periodically and to review this Agreement to be aware of such modifications. Nothing in this Agreement shall be construed as obligating you to accept receipt of the Service after any amendment or change is made to this Agreement; however, your sole remedy in the event that you do not wish to accept such amendment or change (and, if you reside in the province of Quebec, only where such amendment or change increases your obligations or reduces Bell TV's obligations) shall be to refuse the amendment or change and cancel the Service (and terminate this Agreement) upon the payment of any termination fees or other charges that may apply, except where such termination fees or charges are prohibited by applicable law, in which case such cancellation shall be without cost, penalty or cancellation indemnity.

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

These terms and conditions are also 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 promptly notify our Customer Service Centre of any change of your name, mailing address, residency, address, telephone number or other relevant information. Notices are deemed to have been received when they arrive at our Customer Service Centre.

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