



BEA102

Renewable Bell TV Purchase Agreement (Direct Channel) ("Agreement")
Notice of Buyer's Right to Cancel (Statement of Cancellation Rights) is included with this Agreement.

Customer Personal and Chequing Account Information Agreement #
Name on your account with Bell ExpressVu Limited Partnership ("Bell TV", "we", "us", "our") Last: First: Initial:
Your Address Apt. and Street No.:
Address (cont'd) City: Province: Postal Code:
Phone Number (include area code) ()
Visa MasterCard Amex Card No.: Expiry Date: ("Credit Card")
Chequing Account Information ("Chequing Account") for Electronic Funds Transfer ("EFT") Bank #: Transit #:
Account #:
Bank Name: Account Holder Name:
Bell TV Account No. (if you are an existing subscriber) #8455
Photo Identification Type Checked: D/L H/C Other
"Bill to Bell Account"

"Bill to Bell"; One Bill. Upon your request, and as long as you meet Bell Canada's and Bell TV's "Bill to Bell" or "One Bill" program criteria, you may elect to have all amounts which you owe to Bell TV and which are billed on your Bell TV account be billed to (a) your Bell Canada account and to process all of your payments through your Bell Canada account or (b) the "One Bill" bill format and statement. In either case, any references in this Agreement to "Bell TV account" shall be deemed to include a reference to your Bell Canada account or "One Bill" account and you will be bound by the terms and conditions of the Bill to Bell program or the "One Bill" bill format, as applicable.

Receiver Information ("Receivers") - for use with your selected programming upon activation
Receiver Number R 0 0
Receiver Number (if applicable) R 0 0
Replacement Receiver Number (if applicable) R 0 0

Customer Description (see also Section 13) Start Date Initial Service Period ("Initial Service Period"); Professional Basic Installation Fee ("Installation Fee")
New Customer Existing Customer Renewing Customer
Start Date:
New Customer Installation Fee
12 months \$
24 months \$ NIL
No Initial Service Period \$
Existing Customer
No Initial Service Period \$
Renewing Customer
24 months \$

IMPORTANT! See attached Additional Terms to this Agreement ("Terms") for more terms and conditions that apply to you. The Terms were brought to your attention prior to signing below and form part of this Agreement.

AUTHORIZATION TO MAKE WITHDRAWALS - EFT

If you have chosen to secure your payment obligations to Bell TV using EFT, you authorize Bell TV to, from time to time, make withdrawals from your Chequing Account for payment of all amounts, including all rates, fees and other charges described in and owing under this Agreement, the RCA (defined in Section 11 of the Terms) or any other agreement with Bell TV, or otherwise owing to Bell TV, relating to the receivers, installation and programming services. The Chequing Account must stay open, active and accessible through the Term (defined in Section 5), unless it is replaced with (a) a valid credit card, or (b) another chequing account acceptable to Bell TV. You must promptly notify Bell TV of such replacement, any transfer or closing of the Chequing Account or any other change to the Chequing Account (including any change to the personal and chequing account information provided above). You will promptly provide Bell TV with new chequing account information if you replace the Chequing Account with a new chequing account by calling Bell TV at 1 888 SKY-DISH. If Bell TV discovers that (a) the Chequing Account is closed or transferred, (b) you withdrew your authorization to make withdrawals from the Chequing Account, or (c) it cannot access the Chequing Account for any reason, Bell TV will be entitled to terminate this Agreement, upon which termination you will be liable for all applicable termination fees. Bell TV reserves the right to charge your Bell TV account (defined in Section 1) any such amounts if it does not charge your Chequing Account, or any other chequing account or credit card that you may subsequently authorize Bell TV to use in relation to this Agreement. With this authorization, you direct the financial institution at which the Chequing Account is located to debit such Chequing Account for such withdrawals and such financial institution has no duty to determine whether amounts it debits from the Chequing Account comply with such authorization. If a Chequing Account is opened at another branch or bank, this authorization shall have the same force and effect as if it had originally been directed to that branch or bank. Any delivery of this authorization to the bank or branch shall constitute delivery by you. Your cancellation of this authorization will be effective on the 14th day following receipt by Bell TV of your written notice of cancellation. You will still receive your monthly invoice from Bell TV. Should any withdrawal from your Chequing Account 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/ch.

BY SIGNING BELOW OR HAVING YOUR LEGAL DESIGNATE SIGN IN YOUR PLACE, YOU AGREE (a) TO ACTIVATE THE RECEIVERS ACQUIRED FROM BELL TV AND SUBSCRIBE TO THE SERVICE (DEFINED IN SECTION 1) FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES ONLY AND NOT FOR BUSINESS PURPOSES; (b) TO SUBSCRIBE, OR CONTINUE TO SUBSCRIBE, TO THE SERVICE FOR THE APPLICABLE INITIAL SERVICE PERIOD AND ANY RENEWAL THEREOF; (c) THAT YOU HAVE RECEIVED A COPY OF THIS AGREEMENT; (d) THAT YOU EXPRESSLY AND IRREVOCABLY AUTHORIZE BELL TV TO (A) CHARGE YOUR CREDIT CARD AND ANY REPLACEMENT CREDIT CARD OR (B) MAKE WITHDRAWALS FROM YOUR CHEQUING ACCOUNT OR ANY REPLACEMENT CHEQUING ACCOUNT FOR ANY OUTSTANDING AMOUNTS, FEES OR CHARGES OWING TO BELL TV UNDER THIS AGREEMENT OR OTHERWISE AND THIS SHALL CONSTITUTE BELL TV'S GOOD AND SUFFICIENT AUTHORITY TO DO SO; (e) THAT YOU HAVE READ, ACCEPT AND AGREE TO ALL TERMS ON THE FRONT AND ATTACHED TO THIS AGREEMENT, INCLUDING SECTION 1 - WITHDRAWALS, SECTION 2 - RECEIVER PURCHASE, SECTION 6 - EARLY TERMINATION; DEFAULT; SECTION 7 - NOT A NEW CUSTOMER AND SECTION 10 - INSTALLATION; (f) THE RCA APPLIES TO YOU; (g) THIS AGREEMENT CANNOT BE MODIFIED BY ANY SALES REPRESENTATIVE, AGENT OR EMPLOYEE OF BELL TV, ORALLY OR IN WRITING; AND (h) BELL TV NEED NOT SIGN THIS AGREEMENT IN PERSON AND IN YOUR PRESENCE TO HAVE IT BE VALID AND BINDING AND ENFORCEABLE AGAINST YOU. IF YOU HAVE ANY QUESTIONS REGARDING THIS AGREEMENT OR SERVICES PROVIDED TO YOU, PLEASE CALL US AT 1 888 SKY-DISH OR EMAIL US AT INFO@EXPRESSVU.COM.

Accepted by:
Bell ExpressVu Limited Partnership, by its general partner Bell ExpressVu Inc.
Per:

Signature of Steven P. Bickley
Steven P. Bickley, Sr. V.P., BRS Marketing
100 Wynford Drive, Suite 300, Toronto, ON M3C 4B4
Date:
Facsimile No.: 416 383-6264
Email: info@expressvu.com
Phone No.: 1 888 SKY-DISH (759-3474)

Signed and Delivered By:
Customer (or Legal Designate Signature):
Customer Full Legal Name:
Date:
City:

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, you agree to the following **ADDITIONAL TERMS TO THE AGREEMENT**, all of which have been brought to your attention and form part of this Agreement:

1. Withdrawals. You must have a valid major Credit Card or an active Chequing Account with an accredited Canadian financial institution to: (a) purchase the Receivers; and (b) open a Bell TV account ("**Bell TV account**" or "**account**") to receive Bell TV's satellite television and audio service ("**Service**"), to ensure you (a) activate the Receivers as required under Section **2**; and (b) pay all subscription, installation and all other fees, rates, amounts and charges owing to Bell TV, inclusive of all taxes ("**Fees**") in accordance with our billing policies, including those set out in the RCA. 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 each and every time any amount on your Bell TV account is at least **45** days past due, an amount equal to all Fees and other 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 Bell TV invoice constitutes this prior notice and no additional notice is required. 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. We will not give this information to any other person without your prior consent. You will promptly advise Bell TV of any change to your billing address, residential address, telephone number or any other information provided on page **1** or any change to, loss, theft or cancellation of, your Credit Card or change to your Chequing Account, and provide new information about any replacement credit card or replacement chequing account by calling Bell TV at **1 888 SKY-DISH**. Bell TV is deemed to receive notices when they arrive at our Customer Service Centre. If Bell TV cannot access or make charges against your Credit Card or withdraw from your Chequing Account, Bell TV may terminate this Agreement and you shall pay all applicable termination fees.

2. Receiver Purchase. You expressly agree that you will: (a) as a New Customer or a Renewing Customer become, or remain (if you are already a subscriber), a subscriber of the Service for the Initial Service Period, if applicable to you, and as renewed, in accordance with this Agreement and the RCA, or (b) as an Existing Customer, remain a subscriber of the Service in accordance with another contract you have with Bell TV for the Service and the RCA. In all cases, you agree that you will activate the Receivers with Bell TV to receive the Service at the address indicated on page **1** within **60** days of the date of purchase of the Receivers. **FAILURE TO ACTIVATE THE RECEIVERS WITHIN THIS 60-DAY PERIOD WILL RESULT IN A BELL TV ACCOUNT BEING OPENED IN YOUR NAME (IF YOU DO NOT ALREADY HAVE AN ACCOUNT) AND A CHARGE BEING WITHDRAWN FROM YOUR CHEQUING ACCOUNT OR APPLIED TO YOUR BELL TV ACCOUNT OR YOUR CREDIT CARD IN THE AMOUNT OF \$299 FOR EACH NON-ACTIVATED RECEIVER**, to the extent permitted by law. When you activate the Receivers and become a subscriber, you will have to commit to a minimum programming level, pursuant to the RCA.

3. Qualification. To complete the purchase of the Receivers, you must (a) be the person to sign this Agreement or have legally designated a third party ("**Legal Designate**") to sign in your place; and (b) be subscribing to receive the Service in your private residence in Canada as a residential subscriber, and not as a commercial subscriber.

4. Personal and Credit Information. Presentation of photo identification is required before completing the sale of Receivers to: (a) prevent potential signal theft activity by accurately identifying buyers of receivers; (b) prevent commercial resale of receivers (through reasonable limitations on the number of receivers purchased); and (c) ensure the accuracy of your personal and contact information if the Receivers are not activated on the Service as required. **YOU AGREE THAT BELL TV MAY FROM TIME TO TIME CONDUCT PERSONAL AND CREDIT INVESTIGATIONS AGAINST YOU, AND COLLECT AND MAINTAIN PERSONAL AND CREDIT INFORMATION ON YOU TO ASSIST IT IN COLLECTING AMOUNTS OWED BY YOU.** You also authorize Bell TV to disclose your credit history to credit reporting agencies and credit grantors. All your personal information that Bell TV 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, Bell TV will not disclose your personal information to anyone other than to (a) you, (b) a person who, in our reasonable judgment, is seeking your personal information as your agent; (c) another telecommunications service provider to provide you with efficient and cost-effective telecommunication service; (d) another company to supply you with telephone or telephone directory services; (e) a public authority if it appears there is imminent danger to life or property; or (f) an agent retained by Bell TV 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 Bell TV; 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. By agreeing to enter into this Agreement, you consent to the sharing of account and profile information held about you by each of Bell TV and its related companies (Bell Mobility, Bell Canada, Bell Sympatico and Bell World or Espace Bell stores) with the other Bell companies to help the Bell companies better identify your communication and entertainment needs, and to provide you with relevant information, advice and solutions. If you do not wish to have your account and profile information shared by the Bell companies, you may withdraw your consent at any time by using the opt-out form available at bell.ca/privacy or by contacting Bell at **310-BELL (310-2355)**. You understand that without this consent, the Bell companies will be limited in their ability to provide you with a simplified Bell client experience and to provide you with relevant offers to suit your needs. Your file will be kept at Bell TV's offices from time to time, which are currently located at **100 Wynford Drive, Suite 300, Toronto, Ontario M3C 4B4**.

5. Term and Rates. If you are subject to an Initial Service Period, unless (a) you give Bell TV written notice at least **30** days prior to the end of the Initial Service Period that you wish to (a) renew this Agreement ("**Renewal Notice**") for the then required new initial service period on the terms and conditions (including any offer) then made available by Bell TV; or (b) terminate this Agreement ("**Termination Notice**") as at the end of the Initial Service Period, or (b) Bell TV terminates this Agreement as permitted herein, this Agreement will, at the end of the Initial Service Period, continue on a month-to-month basis and you will continue to receive the Service until terminated upon a minimum of **30** days written notice by either you or Bell TV. If you are subject to an Initial Service Period, the Initial Service Period and any renewal are called the "**Term**". If you are not subject to an Initial Service Period, you subscribe to the Service on a month-to-month basis and you will continue to receive the Service until terminated upon a minimum of 30 days written notice by you or Bell TV, or otherwise terminated by Bell TV as permitted herein or under the RCA. The period during which you subscribe to the Service constitutes the "**Term**". All programming rates, Fees and charges for other miscellaneous features or services, system access, late payment charges, termination or cancellation charges, administrative and other charges may increase or be otherwise amended at any time during the Term. If the programming plan or other programming that you are subscribing to is no longer available at the expiry of the Initial Service Period or each renewal, as applicable, Bell TV will provide you with alternative programming that is near to equivalent, if possible, at the then current Bell TV rate. Taxes are, in all cases, extra.

6. Early Termination; Default. If you are not subject to an Initial Service Period, there are no early termination charges. If you are subject to an Initial Service Period, you shall subscribe to and receive the Service for at least the Initial Service Period. If you cancel your Service prior to the end of your Initial Service Period, or if you default in your obligations under this Agreement or the RCA causing an early termination of the Initial Service Period by Bell TV or Customer, Bell TV may, without prejudice to any of its rights or recourses hereunder or available by law, statute, contract or equity, and to the fullest extent permissible by applicable law, declare that you have lost the benefit of the term and claim damages for early termination, which are currently: (a) **\$100** if your Initial Service Period is **12** months; and (b) **\$200** if you terminate your Service during the first **12** months of a **24**-month Initial Service Period and (c) **\$100** if you terminate your Service between the **13**th and **24**th month, inclusive, of a **24**-month Initial Service Period. These termination fees represent a genuine and reasonable estimate of damages suffered by Bell TV due to your failure to fulfill your obligation to continue to receive the Service for the full Initial Service Period. To cancel the Service after the end of the Initial Service Period, you must give Bell TV the Termination Notice at least **30** days before the end of the Initial Service Period.

"Clause required under the Quebec Consumer Protection Act. (Contract other than a contract of credit that contains a clause of forfeiture of benefit of the term.)

Before availing himself of this clause, the merchant must forward the consumer a notice in writing and a statement of account. Within **30** days following the receipt by the consumer of the notice and the statement, the consumer may:

(a) either remedy the fact that he is in default;

(b) or present a motion to the court to have the terms and conditions of payment prescribed in this contract changed;

(c) or present a motion to the court to obtain permission to return the goods forming the object of this contract to the merchant.

If the consumer returns the goods to the merchant with the permission of the court, his obligation under this contract is extinguished and the merchant is not bound to return to him the payments he has received from him.

It is in the consumer's interest to refer to sections 14, 104 to 110 of the Consumer Protection Act (R.S.Q., c. P- 40.1) and, where necessary, to communicate with the Office de la protection du consommateur."

R.R.Q., 1981, c. P- 40.1, r. 1, s. 43.

7. Not A New Customer. If you identified yourself as a New Customer, and following activation of your Receivers, we determine that at the time of signing this Agreement you were a subscriber of Bell TV's Service in the last **6** months, then you are not a New Customer and you agree that your Bell TV account will be charged an adjustment fee to reflect your correct status and to reimburse any discount you obtained using incorrect information. This amount (currently **\$200**) will be charged to your Chequing Account, Credit Card or Bell TV account.

8. Returns. Bell TV and its authorized agents will honour (a) return policies applicable to the Receivers, and (b) direct sales legislation, if applicable.

9. Replacement of Receivers. If Bell TV is required to replace a Receiver with another substantially similar model and make of receiver ("**Replacement Receiver**") you acknowledge that, upon delivery to you of the Replacement Receiver, this Agreement will automatically and without any further act, thing or document (a) terminate and be at an end with respect to the Receiver that is being replaced by Bell TV ("**Replaced Receiver**"), and (b) apply to the Replacement Receiver as if it were the original Receiver and all terms of this Agreement will apply to the Replacement Receiver without any novation occurring or being deemed to have occurred with respect to the Replacement Receiver. The term "**Receiver**" hereunder will, in such circumstances, be deemed to refer to the Replacement Receiver in place of the Replaced Receiver.

10. Installation. Professional basic installation of a Bell TV satellite system includes (a) hookup of one receiver to one (main) television, (b) installation of up to **75** feet of RG-**6** coaxial cable, (c) grounding of system to meet code, (d) system peaking for maximum performance, (e) cable routing through structure with single wall penetration, (f) weather seal connections and structure penetration, (g) connection of phone line to receiver, (h) **90**-day installation warranty, (i) up to a total of **3** hours of labour on-site, and (j) travel up to a **50** km radius from retailer (additional mileage may incur extra charges). Upon entering into this Agreement, you may also be required to sign an installation work order ("**Work Order**") for the installation work to be performed in connection with this Agreement. The Work Order may stipulate additional installation charges, for any additional work needed which is not covered under the terms of "Professional Basic Installation". These charges, if any, will be disclosed to you prior to signing the Work Order. You will, at your cost (a) grant Bell TV and its agents safe access to your premises to install and activate the Service, (b) obtain all permits, consents and approvals for the installation, including landlord consent where applicable, and (c) pay all installation fees disclosed to you in the Work Order. See information packaged with your Agreement for more information and a description of what is included in "Professional Basic Installation" and "Additional Receiver Installation".

11. Residential Customer Agreement. The Service is subject to the Residential Customer Agreement, as amended ("**RCA**"), available at bell.ca/satelliteagreements or by order at **1 888 SKY-DISH**, and so long as you are subscribing to the Service, you shall comply with the RCA. The terms of this Agreement will govern if and to the extent of any inconsistency or conflict between it and the RCA. Bell TV reserves the right to terminate this Agreement for any breach by you of this Agreement or the RCA.

12. Miscellaneous. The parties hereto expressly agree that this Agreement shall be written in the English language. *Les parties aux présentes conviennent à ce que ce document soit rédigé dans la langue anglaise.* Time is of the essence with respect to this Agreement. This Agreement shall be binding upon and enure to the benefit of the parties hereto, their permitted successors and assigns. Clerical errors shall not affect the validity of this Agreement and Bell TV shall be entitled to unilaterally correct the same. Bell TV is not offering any representation, warranty or condition whatsoever regarding the Receivers, other than those provided under this Agreement and expressly required by law. The manufacturer's warranty is the only available warranty. To the extent permitted by applicable law, Bell TV shall not be liable for any indirect, special, consequential, exemplary or incidental damages of any kind or for any reason whatsoever. Bell TV's liability to you shall not exceed the total amount actually paid by you to Bell TV and its authorized agents for the Receivers. To the extent not prohibited by applicable law, Bell TV may at any time change the Service, programming, and/or this Agreement, including changing or adding fees, charges, or other obligations, or any feature, content, structure or any aspect of this Service. Bell TV will notify you in advance of any changes to this Agreement or the RCA and material changes to your Service by posting a notice on bell.ca, mail, sending notice via short information message or other message on your monthly invoice, or any other notice method likely to come to your attention. You expressly agree to familiarize yourself with all such communications and follow the instructions provided therein as and when required. Bell TV shall not be liable for any damage to you or your property resulting from your failure to respond to its communications. You agree to visit our Web site periodically, since the terms of this Agreement or RCA may change from time to time. If you do not accept the change, your sole and exclusive remedy is to terminate the Service to which the change applies. If you continue to use the Service after any change is effective, to the extent not prohibited by applicable law, you expressly agree that you (a) will be deemed to have accepted the change, with no additional written agreement or express acknowledgement required;

(b) specifically waive all statutory requirements for notice and express acceptance of such change, except for those provided in this Section; and (c) are responsible for the payment of all Fees and other fees, charges and amounts owing under this Agreement or otherwise. If Bell TV changes the contents of any programming, you agree that Bell TV has no obligation to replace or supplement the programming previously offered that has been deleted, rearranged or otherwise change or give you any credit or refund. Bell TV may, in its sole discretion, migrate you to other networks or platforms or change its suppliers, as and when necessary or desirable, to maintain, upgrade, enhance or ensure continuity of the Service or the integrity of Bell TV's networks, or to comply with manufacturers' requirements or applicable laws and directives. You expressly agree that any such migration or changes do not constitute an amendment or material change to the Service or this Agreement. The term "**including**" means including without limitation. 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 that are applicable to it. The terms and conditions of this Agreement are subject to amendment, modification or termination if required by such laws or regulations. Each provision of this Agreement shall be construed as separate and divisible from every other provision. If any provision in this Agreement is declared to be invalid or in conflict with any such law or regulation, that provision may be deleted or modified, without affecting the validity or enforceability of the other provisions.

13. Customer Description. A "**New Customer**" is not currently and in the previous **6** months has not been a subscriber to Bell TV's Service. An "**Existing Customer**" is a current subscriber to Bell TV's Service under another agreement with Bell TV, or on a month-to-month basis, who purchases additional Receiver(s) under this Agreement. A "**Renewing Customer**" is a current subscriber to Bell TV's Service under another agreement with Bell TV that is expiring or has expired, to whom Bell TV has extended an option to renew the subscription to the Service and purchase additional Receiver(s) under this Agreement.