

## The Bell Agreement for Condo Customers [Except Quebec]

### PART A – YOUR INFORMATION (please print)

First Name:		Middle Initial:	Last Name:	
Street Number:	Street Name:		Apt:	
City:		Province:	Postal Code:	
Home Phone Number:			Alternate Phone Number:	
Photo Identification:		Type checked: _____		

### ACCOUNT INFORMATION (please provide information for A or B; see Section 8 of Part C for details)

A. Credit Card:	<input type="checkbox"/> VISA <input type="checkbox"/> MasterCard <input type="checkbox"/> American Express	Card Number: XXXX XXXX XXXX ____	Expiry Date: ____/____
B. Electronic Funds Transfer ("EFT")	Bank Number: Bank Name:	Transit Number: Account Number:	Account Holder Name:

#### Authorization to make withdrawals

If you selected electronic funds transfer ("EFT") above, you authorize Bell Canada ("Bell") or Bell ExpressVu L.P. ("ExpressVu") (as the case may be) to, from time to time, make withdrawals from your Account for payment of all amounts (including all activation fees, subscription fees, purchase payments, cancellation fees, late payment fees and other charges) owing under this Agreement and the ExpressVu TV for condos Agreement to receive the Services. The Account must stay open, active and accessible through the Term of this Agreement (defined in Section 1), unless it is replaced with (a) a valid credit card, or (b) another chequing account acceptable to Bell or ExpressVu. You must promptly notify Bell or ExpressVu of such replacement. If Bell or ExpressVu discovers that (a) the Account is closed or transferred, (b) you withdrew your authorization to make withdrawals from the Account, or (c) Bell or ExpressVu cannot access the Account for any other reason, Bell or ExpressVu will be entitled to terminate this Agreement, upon which termination you will become liable for all applicable Termination Charges. With this, you direct the financial institution at which the Account is located to debit such Account for such withdrawals and such financial institution has no duty to determine whether amounts it debits to the Account comply with such authorization. You will give Bell or ExpressVu prompt written notice should your Account be transferred or closed. In the event that an 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, as the case may be. 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 14<sup>th</sup> day following receipt by Bell or ExpressVu of your written notice of cancellation. You will still receive a monthly invoice statement from either Bell or ExpressVu. This pre-authorized payment is given in accordance with the terms of this Agreement.

### YOUR BILLING OPTION † (please choose A or B)

A. Separate Bills (one from each service provider)	<input type="checkbox"/>
B. One Bill (from Bell)	<input type="checkbox"/>

† See Section 5 of Part C for details

Please note that indicating your billing option here does not register you automatically. Please call 1 866 835-8375 to activate your Service and billing options

### PART B – YOUR SERVICES ("Services" or each individually the "Service")

INDIVIDUAL SERVICES	Selected Services		Initial Service Period		
	Choose ExpressVu Service and Sympatico and/or Mobility	<input checked="" type="checkbox"/> ExpressVu		<input type="checkbox"/> monthly	<input type="checkbox"/> 12 mo.
<input type="checkbox"/> Sympatico or <input type="checkbox"/> Sympatico Wireless Home Networking ††			<input type="checkbox"/> monthly	<input type="checkbox"/> 12 mo.	<input type="checkbox"/> 24 mo.
<input type="checkbox"/> Mobility			<input type="checkbox"/> monthly	<input type="checkbox"/> 12 mo.	<input type="checkbox"/> 24 mo.

†† See Section 12 of Part C for details (only available to users of Sympatico High Speed and High Speed Ultra Internet Service)

**IMPORTANT:** Please note there are terms in this Agreement regarding Termination Charges and Non-Return Charges, defaults, limitation of liability, indemnities and other terms of importance to you. Also, Bell or ExpressVu may charge your Credit Card or make withdrawals from your Account (as applicable) for any amounts owed to ExpressVu hereunder. **See Part C attached to this Agreement for more terms and conditions.** My signature below means that I acknowledge and agree that I: (i) am of legal age; (ii) am renting the Equipment (defined in Section 1) and subscribing to the Services indicated above for personal, family or household purposes, not for business purposes; (iii) am satisfied with the installation of the Equipment; (iv) have been provided with copies of the Service Agreements and agree to be bound by them, in particular those provisions which limit the liability of the Service Providers; and (v) have received, read, understand and agree with the terms and conditions in this Agreement and the applicable Service Agreements (as defined in Section 4 of Part C below) and agree to be bound by them, in particular Section 13 of Part C which deals with the use of my account and credit information. I also acknowledge that the Service Providers do not have to sign this Agreement in person and in my presence to have it be valid, binding and enforceable against me.

#### Accepted by:

Bell Canada, Bell Mobility and Bell ExpressVu Limited Partnership, by its general partner, Bell ExpressVu Inc.

Per: \_\_\_\_\_

#### Signed and Delivered by:

Customer Signature: \_\_\_\_\_

Customer Full Legal Name: \_\_\_\_\_

Date: \_\_\_\_\_

## PART C – TERMS AND CONDITIONS

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the undersigned ("you") agrees to the terms and conditions set out below.

1. **Equipment Rental and Service Subscription.** Pursuant to this Agreement, Bell will rent you a set-top box integrated receiver and decoder with built-in DSL modem ("STB"), remote control and, if you selected the Wireless Home Networking Option described in Section 12 below, the Service Modem (as defined therein) (collectively, the "Equipment") which, depending on the Services you selected in Part B above, will enable you to receive ExpressVu television and audio broadcast programming ("ExpressVu Service") and Sympatico internet service ("Sympatico Service") over VDSL technology. Also pursuant to this Agreement and the terms and conditions of the applicable Service Agreements, you agree to subscribe to the Services selected above in Part B. You agree to rent the Equipment and subscribe to the Services for the period selected in Part B above (the "Initial Service Period"). Upon the expiry of your Initial Service Period, our Service will continue at Bell's then current rates, plus any applicable taxes, and at Bell's then current rental terms until (i) you terminate upon a thirty (30) day prior notice to Bell ExpressVu and Bell Mobility, or (ii) Bell terminates as permitted herein ("Term"). For greater clarity, the Term will include the Initial Service Period. It is also possible to subscribe to Mobility wireless communications service ("Mobility Service") under this Agreement.
2. **Qualifying for VDSL Technology.** To receive the Service(s) over VDSL technology, you must be a residential customer located in a building where VDSL technology is available and have a direct and continuous connection to a fixed local telephone line. Bell does not provide VDSL technology over wireless telephone lines. You do not have to be a customer of Bell's local telephone service or any of Bell's other tariffed services to receive the Services over VDSL. You are entitled to a maximum of one STB per residential telephone line. You must subscribe to ExpressVu Service to receive the Services under this Agreement and meet the minimum programming requirement as set forth in the ExpressVu Service Agreement described in Section 4 below. Due to technical or other reasons, one or more of the Services may not be available to you. In all cases, the relevant Service Provider will make the final determination of your eligibility for the Services.
3. **Bell Services.** Depending on the Services you selected in Part B above, the relevant Service Provider (as defined below) agrees to provide, and you agree to pay for, ExpressVu, Mobility and/or Sympatico service. ExpressVu Service is provided by ExpressVu. Sympatico Service is provided by Bell. Mobility Service is provided by Bell Mobility Inc. ("Bell Mobility") (together, the "Service Providers"). If you have any questions regarding any of the Service Providers or the service agreements referenced in Section 4 below, contact (i) The ExpressVu Customer Service Centre at 1 866 635-8375, by e-mail to [vdsl.info@bell.ca](mailto:vdsl.info@bell.ca) or by mail to Customer Service, Bell ExpressVu L.P., 100 Wynford Drive, Toronto, Ontario M3C 4B4; (ii) Bell Canada Sympatico Member Services at P.O. Box 1700, Station B, Hull, Quebec, J8X 3Y5, by e-mail at [assistance@sympatico.ca](mailto:assistance@sympatico.ca), or by fax: 1 800 714-8705; or (iii) the Bell Mobility Customer Service Centre at 1 800 667-0123.
4. **Service Agreements.** In addition to these terms and conditions, by signing below, you agree that the terms and conditions of the following service agreements (together, the "Service Agreements") apply to you if you take the relevant Service: (i) the ExpressVu TV for condos Agreement, which can be found in your ExpressVu Welcome Kit or obtained at [www.bell.ca/televisionagreements](http://www.bell.ca/televisionagreements) or by calling 1 866 635-8375; (ii) the Bell Sympatico High Speed, High Speed Ultra and DSL Basic Internet Service agreement, a copy of which is included in your Sympatico Internet Service Set Up Kit or available at [www.agreements.sympatico.ca](http://www.agreements.sympatico.ca) and (iii) the Bell Mobility Terms of Service, which can be found in your Mobility Welcome Kit. Each of the Service Agreements may be amended from time-to-time in accordance with their terms.
5. **Billing and Payment.** In exchange for using the Equipment and for receiving the Services selected in Part B above during the Term, you agree to pay Bell or ExpressVu (as the case may be) a monthly payment representing the rental fees for the Equipment (the "Rental Fees") and the applicable fees for ExpressVu Service plus all applicable taxes in accordance with the billing policies of Bell or ExpressVu. If you also selected Sympatico Service and/or Mobility Service, you agree to pay the applicable fees for these Services plus all applicable taxes, in accordance with the respective billing policies of these Service Providers. (All service fees for ExpressVu, Mobility and Sympatico Service are hereinafter referred to as "Service Fees". Rental Fees and Service Fees are collectively hereinafter referred to as "Fees"). Unless you are eligible for and choose to receive a single bill from Bell, which includes the Fees for ExpressVu and Sympatico and may include the fees for Mobility Service ("One Bill"), you will receive separate invoices from each Service Provider. If you choose to receive One Bill, you agree to pay Bell the applicable Fees and taxes, in accordance with Bell's billing policies.
6. **Installation and Additional Charges.** Initial installation of your Equipment includes connection of up to three televisions capable of broadcasting separate signals (each, a "Master TV") and up to three associated televisions, each of which broadcasts the same signals as its Master TV (each, a "Slave TV"). Initial installation also entitles you to connection of your personal computer to the STB if you have selected Sympatico Service. If you require the connection of more than three Master TVs and three Slave TVs, you agree to pay \$79 for each additional television connected. If you require Bell to perform certain work after the initial installation of your Equipment (for example, to move a TV or a personal computer), additional charges may apply. If you request Sympatico after the initial installation of your Equipment, you will be charged \$79 for the technician's installation visit. If you select Sympatico Service, you will receive a free self-installation kit for the Sympatico software at the time of the installation. A full professional installation option of the Sympatico software is available for \$99 and requires a separate technician visit.
7. **Access to your premises.** You agree to allow Bell or its agents reasonable access to your premises to install, service or remove the Equipment or to change or cancel VDSL technology in order to transition to an alternative technology. Missed installation appointments must be re-booked directly by you by calling 1-866-635-8375.
8. **Credit Card and EFT.** All new and re-started customers (i.e., customers that have been disconnected and desire to re-connect) of ExpressVu Service are required to provide Bell or ExpressVu with a valid major credit card or agree to pay for the Service through EFT through a major financial institution in Canada as security for payment of any outstanding amounts owed to Bell or ExpressVu. If you are a credit card customer, the credit card number that you provide will be charged in the event you fail to pay your 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 or EFT information you provide will be true, accurate and complete and that the credit card or EFT number that you will or have provided is in your name, is valid and has not expired. You agree that you will promptly advise Bell or 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 Bell or ExpressVu to charge your credit card or account through EFT for any outstanding amounts owing for the Service, or otherwise owed pursuant to the terms of this Agreement, when and if seventy-five (75) days past due and this shall constitute Bell's or ExpressVu's good and sufficient authority for so doing. If you are an EFT customer, you also hereby expressly, absolutely and irrevocably authorize Bell or ExpressVu from time to time to make withdrawals from your account through EFT for payment of all amounts (including all activation fees, subscription fees, purchase payments, cancellation fees, late payment fees and other charges described in this Agreement) owing under this Agreement and/or the ExpressVu TV for condos Agreement.
9. **Ownership and Use of the Equipment:** The Equipment is the sole property of Bell and must be returned to Bell should your ExpressVu Service be terminated or cancelled. You may only use the Equipment to access the Services you have subscribed to in Part B for the purposes described in Part B and you agree not to tamper with the Equipment, install any unauthorized attachments or devices, or use the Equipment for any illegal or improper purpose. You agree to keep the Equipment free of dirt, moisture, and away from excessive heat or cold, and to promptly notify Bell of any damage by contacting a Customer Service Representative at 1-866-635-8375. You are responsible for supplying and replacing, at your expense, the batteries needed to operate the remote control units.
10. **Loss of the Equipment.** If any of the Equipment is stolen or otherwise removed from your premises, you must notify Bell immediately, but in no event later than five (5) days after such removal. You will be liable for unauthorized use of the Equipment until such time as Bell is properly notified. You agree to pay a charge of \$299 if your STB is lost or stolen and a charge of \$180 for a lost Service Modem if you have subscribed to the Wireless Home Networking Option in Section 12 below. These charges will be reversed when you return the Equipment.
11. **Termination and Non-Return Charges.** If you cancel or downgrade your Service(s) below eligible levels before the expiry of the applicable Initial Service Period, you agree to pay the termination charges described below and/or in the applicable Service Agreements (the "Termination Charges"). At any time during the Term, you agree to give the relevant Service Provider thirty (30) day notice of your intention to cancel or downgrade your Service(s). The applicable Termination Charges are as follows: (i) for ExpressVu Service, \$100 and \$200 for 12 and 24 month Initial Service Period contracts respectively or \$100 if you cancel or downgrade in months 13 to 24 of a 24 month Initial Service Period contract; (ii) for Mobility service, \$99 and \$199 for 12 and 24 month Initial Service Period contracts respectively; and (iii) for Sympatico Service, \$100 and \$200 for 12 and 24 month Initial Service Period contract respectively. **You accept and agree that cancellation of your ExpressVu Service may also cancel your Sympatico Service and may give rise to early cancellation, termination and other fees set out under the Bell Sympatico High Speed, High Speed Ultra and DSL Basic Service Agreement.** If you have also subscribed to Mobility Service hereunder, your Mobility Service will not be affected by cancellation of any other Service. If you fail to return the Equipment in accordance with Section 17 below following the cancellation of your ExpressVu Service or your Sympatico service, you will be billed a one time charge of \$299 for the STB and, if applicable, a one-time charge of \$180 for the Service Modem until such time as the Equipment is returned (the "Non-Return Charges"). You agree that these charges represent a reasonable estimate of damages suffered by the Service Providers as a result of your cancellation and termination, and not a penalty.
12. **Wireless Home Networking Option.** If your technician deems your premises to be appropriate for, and you have selected, the Wireless Home Networking Option listed above in Part B, you will be provided with a modem router ("Service Modem") and a wireless card which will permit a wireless connection between a personal computer and the Service Modem, which plugs into the STB. To receive the Wireless Home Networking Option, you agree to pay Bell or ExpressVu an upgrade fee of \$69.95. The Service

Modem is the sole property of Bell and must be returned to Bell if your ExpressVu Service or Sympatico Service is cancelled or terminated. You are entitled to a maximum of one Service Modem per residential telephone line. The Wireless Home Networking Option is only available to users of Sympatico High Speed and High Speed Ultra Internet Service.

13. **Personal and Credit Information.** Presentation of photo ID is required before completing this Agreement to prevent the commercial resale or rental of the Equipment and to ensure the accuracy of your contact information. You agree that the Service Providers will collect and maintain credit information about you to assist them in collecting amounts owed by you. Copies of the personal and credit information collected on this form will be retained by your installer, Bell ExpressVu and Bell Mobility as applicable, and may also be used to make relevant decisions in connection with the Services. Your personal and credit information will be made available only to employees and advisors of Bell ExpressVu and Bell Mobility (as applicable) for purposes of their duties or as prescribed by law. Copies of your file will be kept, from time to time as applicable, by ExpressVu at its offices, which are currently located at 100 Wynford Drive, Suite 300, Toronto, Ontario M3C 4B4, at Bell's offices, which are located at 207 Queen's Quay West, Floor 6, Toronto, Ontario, M5J 1A7, and at the offices of Bell Mobility at 5099 Creebank Road, Mississauga, Ontario, L4W 5N2. Any personal information held by the Service Providers is treated as confidential and is subject to strict security safeguards. The Service Providers do not provide your personal information to any outside company for use in marketing or solicitation, except with your explicit permission. The Service Providers adhere to the Bell code of fair information practices and the Bell Customer Privacy Policy, copies of which can be found at [www.bell.ca/bellprivacy](http://www.bell.ca/bellprivacy).
14. **Default.** The occurrence or happening of any one or more of the following events will constitute an event of default ("Default"): (i) you breach any term or condition of this Agreement or any of the Service Agreements (including payment and return obligations); (ii) you become insolvent or subject to any bankruptcy or insolvency proceeding, whether voluntary or initiated against you; or (iii) a writ, execution, attachment, or similar process is issued or levied against the Equipment. Upon happening of an Event of Default, in addition to its other rights and remedies at law, equity, or otherwise, Bell may, to the extent permitted by law and without any liability: (a) enter upon the premises where the Equipment is located and take immediate possession thereof; and (b) require the immediate return of the Equipment. The Service Provider may also (a) accelerate all amounts and Fees owing or to become owing hereunder; and (b) terminate this Agreement and the applicable Service Agreement, by written notice to you specifying a payment date not earlier than 10 days (or such other date as permitted by law) from date of such notice, require you to pay to a Service Provider on the date specified in such notice as a genuine pre-estimate of liquidated damages and not as a penalty, the following amounts: (i) all outstanding amounts and Fees owing to such Service Provider at the termination date; (ii) all remaining payments due for the balance of the Term; (iii) all Termination Charges, Non-Return Charges, and other fees, charges and amounts owing on account of the Equipment (to the extent permissible by law) or Service also terminated by you and other costs, fees, and charges referenced in this Agreement; and (iv) all reasonable costs incurred by a Service Provider to enforce its rights hereunder, protect and recover the Equipment amounts and due hereunder, including reasonable costs of (a) legal counsel (judicial and extra-judicial) and (b) collection agencies, as well as court costs, to the full extent permitted under applicable law.
15. **Indemnity and Limitation of Liability.** YOU SHALL INDEMNIFY AND HOLD BELL AND/OR EXPRESSVU HARMLESS FROM AND AGAINST ANY LOSS OR DAMAGE TO ANY PERSON, EQUIPMENT AND/OR PROPERTY ON WHICH THE EQUIPMENT IS LOCATED AND FROM ALL CLAIMS, LOSSES, INJURIES, TAXES, EXPENSES AND COSTS RELATED TO THE INSTALLATION, REMOVAL, USE, MAINTENANCE OR CONDITION OF THE EQUIPMENT, TRANSFER OF EQUIPMENT TO YOU OR YOUR TERMINATION OF OR DEFAULT UNDER THIS AGREEMENT. BELL AND EXPRESSVU WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES OF ANY KIND OR FOR ANY REASON WHATSOEVER. BELL'S AND EXPRESSVU'S LIABILITY TO YOU WILL NOT EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY YOU FOR THE RENTAL OF THE EQUIPMENT. NO SERVICE PROVIDER IS RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGES YOU MAY SUFFER AS A RESULT OF YOUR USE OF THE EQUIPMENT. YOU AGREE THAT THE LIABILITY OF THE SERVICE PROVIDERS FOR THE SERVICES SHALL NOT EXCEED THE AMOUNT SET OUT IN THE SERVICE AGREEMENTS REFERENCED IN SECTION 4 ABOVE. THE SERVICE PROVIDERS SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL,

EXEMPLARY, PUNITIVE OR INCIDENTAL DAMAGES OF ANY KIND OR FOR ANY REASON WHATSOEVER.

16. **Upgrades.** You must keep the model of STB rented at the beginning of the Term, and the Initial Service Period, for the entire Initial Service Period. If you choose to upgrade the model of your STB during the Initial Service Period, upgrade charges will apply. If you choose Wireless Home Networking Option described in Section 12 above, you agree to pay the \$69.95 upgrade fee described therein.
17. **Termination.** At the end of the Initial Service Period, if you do not wish to continue renting, you must notify Bell by calling the Bell Canada Call Centre at 1-866-635-8375 or (416) 310-BELL to arrange for the return to Bell of all the Equipment provided to you under this Agreement, in good working condition, subject to reasonable and normal wear and tear. Bell may attend at your premises to remove the Equipment or any part thereof, in which case you will obtain and grant, at your cost, all authorizations, permits and approvals necessary for Bell to attend at your premises for de-installation. In some cases you may be mailed a pre-addressed equipment return kit for returning the Equipment by mail.
18. **Changes; Amendments.** To the extent permitted by applicable law, ExpressVu may modify this Agreement or any other document that forms part thereof, at any time from time to time, with or without your consent or authorization, including but not limited to modification or amendment of rental rates, fees and prices, or modification, amendment or termination of the Service, or any component or feature thereof. ExpressVu will notify you of any changes to this Agreement in advance not less than thirty (30) days by posting notice of the modified agreement at [www.bell.ca/satelliteagreements](http://www.bell.ca/satelliteagreements) and [www.bell.ca/contratsatellite](http://www.bell.ca/contratsatellite), by sending you notice via email or by using any other notice method which ensures that the notice is likely to come to your attention. The effective date of the change will be no less than thirty (30) days from the date ExpressVu provides you with a notice of change. You agree to go to [www.bell.ca/satelliteagreements](http://www.bell.ca/satelliteagreements) and [www.bell.ca/contratsatellite](http://www.bell.ca/contratsatellite) periodically and to review this Agreement to be aware of any such modifications and amendments. Nothing in this Agreement shall be construed as obligating you to accept receipt of the Service after any change is made to this Agreement; however, your sole remedy in the event of such change shall be termination of this Agreement. Should you continue to use the Services after such change is effective, such use shall be deemed to be your acceptance of the modified terms of the Agreement and you expressly agree that no additional written agreement or express acknowledgement shall be required to accept such change and you specifically waive any and all statutory requirements for notice and express acceptance of such changes, except for those provided in this paragraph. Specifically, you expressly agree that variations in price or features do not constitute a material change to the Service.
19. **Miscellaneous.** This Agreement is binding upon you and the applicable Service Providers. **In the event of any conflict or inconsistency among or between this Agreement and any specific Service Agreement, the terms and conditions of this Agreement shall prevail. In the event of any conflict between information in this Agreement, the order of precedence will be as follows: Part B, then Part C.** You 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. Your use of the Equipment and the applicable Services means that you accept and agree with the terms and conditions of this Agreement and the applicable Service Agreements. For a French version of this Agreement, go to [www.bell.ca/televisionagreements](http://www.bell.ca/televisionagreements) or call 1 866 635-8375. ExpressVu may from time to time communicate to you through email or other method of communication certain changes, modifications and amendments to this Agreement, RCA and the Services provided hereunder. You expressly agree to familiarize yourself with all such communications and follow the instructions provided therein as and when required. ExpressVu shall not be liable for any damage to you or your property resulting from your failure to respond to its communications.

ExpressVu is a federally-regulated undertaking and as such this Agreement, including all matters relating to its validity, construction, performance and enforcement, shall be governed by applicable federal laws and regulations of Canada and only those provincial laws and regulations 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. 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 of the other provisions.