

Limited Rental Warranty

Bell ExpressVu Limited Partnership
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NOTE: This Limited Rental Warranty replaces and supersedes the limited warranty agreement found in the user manual the "Limited Warranty") for the Equipment you are renting from Bell ExpressVu™ ("ExpressVu"). This is the Limited Rental warranty that is defined and referred to in Section 10 of your ExpressVu Equipment Agreement for New ExpressVu subscribers (the "Agreement"), which applies to the Equipment you are renting. Capitalized terms used but not defined in this Limited Rental Warranty have the meanings given to them in the Agreement. This Limited Rental Warranty may not be assigned, voluntarily or involuntarily, whether by operation of law or any other manner. Description: Subject to the terms of this Limited Rental Warranty, ExpressVu will provide you with telephone and, to the extent deemed necessary by ExpressVu, in its sole judgment, on-site assistance to restore operation of your Equipment after service interruptions. If ExpressVu or its authorized agent, in its judgment, determines that your equipment is defective, whether due to poor workmanship, materials or otherwise, ExpressVu, in its sole judgment, may either repair the Equipment or replace the Equipment with new or remanufactured equipment of comparable functionality ("Replacement Equipment"), as reasonably possible after you contact ExpressVu, in accordance with and subject to the terms of this Limited Rental Warranty. If ExpressVu determines, in its sole judgment, that an on-site visit by an installation technician following installation is required, it shall be covered under this Limited Rental Warranty; however, additional charges may apply for: (a) servicing non-standard or custom installations of Equipment; (b) replacing defective or inoperative equipment such as multi-plexors or multi-switches that were purchased separately, you already own, or are part of an Owned System (as defined below); and/or (c) customer caused Equipment damage. Coverage under this Limited Rental Warranty is limited only to Equipment rented under your Agreement and any Replacement Equipment deemed to be Equipment pursuant to the Agreement and this Limited Rental Warranty. All records reflecting or relating to the Replacement Equipment received by you from ExpressVu should be kept with your Agreement and this Limited Rental Warranty. Coverage of ExpressVu equipment that you may have purchased or own, including any antenna, LNBF and other equipment necessary for the reception of ExpressVu's service that you may have installed either before or after renting the Equipment (collectively, an "Owned System"), shall be subject to the terms and conditions of the Limited Warranty and any installation warranty given by the person who installed your Owned System, as and if applicable.

Duration:

You will have coverage under this Limited Rental Warranty for the Term of your Agreement or, from month to month if your Term has expired and you are renting thereafter from month to month, as long as: (a) your ExpressVu account remains current and in good standing; (b) you are not in breach of any terms and conditions of (i) your Agreement, (ii) the Residential Customer Agreement or (iii) any other agreement between you and ExpressVu; AND (c) the Equipment is located at your current primary residence in Canada that ExpressVu has on file at all times.

If You Need Service:

If you need service after activation of Programming, call 1 888 759-3474 to reach an ExpressVu Technical Service Representative ("TSR") to assess your problem and assist you in performing troubleshooting procedures over the telephone. If the TSR cannot restore the Programming you subscribe to over the telephone, subject to the terms of this Limited Rental Warranty, ExpressVu may, in its sole judgment, either (i) arrange to send a technician or an independent contractor authorized by ExpressVu to perform an on-site service call during normal business hours, or (ii) replace the equipment with Replacement Equipment.

Exclusions:

This Limited Rental Warranty does not cover any costs of, or related to: (a) replacement of lost, stolen, or damaged Smart Cards; (b) any installation services that were requested and performed that exceeded Basic Professional Installation and Additional Receiver Installation of the Equipment (such installation will be warranted under a separate installation agreement between you and the installer where applicable); (c) any equipment purchased under the "Additional Charges" section on the face page of the Agreement, (d) shipping and handling; (e) removal or reinstallation of the Equipment; (f) shipping damage if the Equipment was not packed and shipped in the manner prescribed; (g) consumer instruction, physical set-up or adjustment of any consumer electronic devices, remote control batteries, signal reception problems, loss of use of the system, or unused programming charges due to the System's malfunctioning; (h) Equipment if used to receive signals other than those authorized by ExpressVu, in whole or in part; and (i) Equipment that was serviced or operated outside Canada. Damage to Equipment or defective Equipment and service interruptions caused by any of the following (in ExpressVu's sole judgment) are also excluded from coverage under this Limited Rental Warranty: (a) misuse, abuse, neglect, intentional interference or damage, accident, theft, insect or other infestation, electrical or telephone line surges, fire, water, foreign substance, windstorm, hail, earthquake, lightning, riot or act of God; (b) your television or equipment related to your television, or any other equipment which is not owned or provided by ExpressVu; (c) relocating the Equipment to another location subsequent to installation outside of your current primary residence, or the subsequent installation of additional equipment, or reinstallation, or reconfiguration of the Equipment installed under your Agreement; (d) any use other than in your single-family home residence; (e) exterior or cosmetic parts of the Equipment, including, but not limited to, paint, finish, bezel, cords and connectors; (f) any component of the Equipment that has been opened, tampered with, repaired, or otherwise accessed, by anyone other than ExpressVu or its authorized agent; (g) installation of the Equipment other than by ExpressVu or its authorized agent; (h) conditions outside of ExpressVu's reasonable control; or (i) any cause excluded from coverage under the manufacturer's warranty applicable to the relevant Equipment; or (j) batteries. If ExpressVu determines, in its sole judgment, that failure of Equipment and/or service interruption was

caused by any of the above, ExpressVu may charge you, against your ExpressVu account, a fee based upon then current costs of labour (excluding any initial trip charge necessary to diagnose the issue), materials and Replacement Equipment. ExpressVu may also charge you a security deposit upon the replacement or repair of the Equipment, where permitted by law.

Eligibility:

To continue to be eligible for service under this Limited Rental Warranty, you must: (a) fully cooperate with ExpressVu's troubleshooting, diagnosis and replacement, if necessary, of Equipment and disclose all relevant information; (b) provide ExpressVu or its authorized agent with adequate access to the Equipment, in a non-threatening and safe environment for servicing, with an authorized adult present at the time of servicing; (c) not use the Equipment for business or commercial purposes; (d) not mislead, defraud or make any misrepresentation to ExpressVu or falsify any documents or records; and (e) keep the Equipment free from accumulation of dirt or moisture, excess heat or cold, and operate it in accordance with the instructions in the manual provided by ExpressVu. If ExpressVu determines, in its sole judgment, that you are in breach or default of any of these terms and obligations, ExpressVu may, among other things, charge you, against your ExpressVu account, a fee based upon then current costs of labour (including any trip charge necessary to diagnose the issue), materials and Replacement Equipment. ExpressVu may also charge you a security deposit upon the replacement or repair of the Equipment, where permitted by law.

Extent:

Salespersons may have made oral statements to you about the Equipment. Such statements do not constitute warranties and do not form part of the Agreement or this Limited Rental Warranty. Except as otherwise expressly stated in this Limited Rental Warranty, ExpressVu provides no representation, warranty or condition expressed or implied, legal, statutory, customary or otherwise respecting the Equipment or the Services, including, without limitation, the merchantability, state or condition, quantity, design, workmanship, durability for any period of time, efficacy, capacity, performance or fitness for purpose or its freedom from liens or encumbrances or that the Equipment complies with all mandatory federal and provincial health, safety and quality standards. All such representations and warranties are expressly disclaimed, except to the extent where, by statute, they cannot be disclaimed, waived or limited. In no event shall ExpressVu be liable for any indirect, special, consequential or incidental damages, including, but not limited to lost time, loss of use of covered Equipment or any other damages resulting from the breakdown or failure of the Equipment, delays in servicing or the inability to service any Equipment or any part thereof covered by this Limited Rental Warranty. If ExpressVu is required to make a payment under this subsection, the total amount payable shall in no case exceed the amount of the cash value of the rented Equipment or any component thereof at the time of signing the Agreement.

Miscellaneous:

ExpressVu may, from time to time, change the terms and conditions of this Limited Rental Warranty and will notify you of any material changes and their effective date. You must assure compliance with all applicable building codes, zoning ordinances, covenants, conditions and restrictions (collectively "Legal Requirements") and obtain all permits, licenses, approvals and authorizations related to or necessary for the installation of the Equipment and the services provided under the Limited Rental Warranty, and pay all fees or other charges in connection therewith. You are solely responsible for any fines, penalties, costs or charges for installation or service in violation of any Legal Requirements or these requirements. ExpressVu is not in any way responsible for such matters. Removal of any of the Equipment due to your failure to comply with any Legal Requirements or these requirements will not alter, relieve, waive or dismiss your obligations under the Agreement. If you do not own the Equipment location, you represent and promise to ExpressVu that the installation of the Equipment has been approved by all owners and encumbrances of the real estate location, and that the Equipment will not be charged, mortgaged or subject to any interests or claims, and you will indemnify ExpressVu if this is not true. The Equipment will not be removed from your current residence without ExpressVu's prior written consent. You are responsible for any loss or damage to the Equipment which may be caused by abuse, tampering or any other act or omission of any party other than ExpressVu.

ATTENTION:

RECEIVERS CONTAIN SOFTWARE THAT IS UNDER LICENSE TO OR OWNED BY EXPRESSVU. YOUR LICENSE TO USE THIS SOFTWARE IS LIMITED TO RECEIVING AND VIEWING PROGRAMMING AUTHORIZED BY EXPRESSVU ONLY. IF EXPRESSVU HAS REASONABLE GROUNDS TO BELIEVE THAT YOU ARE RECEIVING UNAUTHORIZED PROGRAMMING OR USING THE SOFTWARE FOR ANY OTHER UNAUTHORIZED PURPOSE, IT RESERVES THE RIGHT TO MODIFY OR DISABLE THE SOFTWARE IN ITS RECEIVERS.

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