

# Appendix A

## LIMITED WARRANTY FOR EQUIPMENT

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ATTENTION!



This **Limited Warranty** is a legal document. Keep it in a safe place. This refers to the limited warranty offered by EchoStar Communications Corporation for your Bell ExpressVu - compatible system only. For warranties related to the Bell ExpressVu Service, please see your Residential Customer Service Agreement.

### WHAT THE WARRANTY COVERS

This warranty extends only to the original user of the equipment and is limited to the purchase price of each part. EchoStar Communications Corporation and its affiliated companies (“EchoStar”) warrant this Bell ExpressVu-compatible system against defects in materials or workmanship as follows:

- **LABOR:** For a period of ninety (90) days from the original date of purchase, if we determine that the equipment is defective subject to the limitations of this warranty, it will be replaced at no charge for labor. We warrant any such work done against defects in materials or workmanship for the remaining portion of the original warranty period.
- **PARTS:** For a period of one (1) year from the original date of purchase, We will supply, at no charge, new or remanufactured parts in exchange for parts determined to be defective subject to the limitations of this warranty. We warrant any such replacement parts against defects in materials or workmanship for the remaining part of the original warranty period. **Note:** “Parts” means items included in this package, which may include the antenna assembly, receiver, LNBF, remote control, or antenna mounting hardware. It does not include other parts purchased separately.

### WHAT THE WARRANTY DOES NOT COVER

- This warranty *does not* cover replacement of lost or damaged Smart Cards.
- This warranty *does not* cover installation of the Bell ExpressVu system. If applicable, such installation will be warranted under a separate installation agreement.
- This warranty *does not* cover consumer instruction, physical setup or adjustment of any consumer electronic devices, remote control batteries, signal reception problems, loss of use of the system, or unused programming charges due to system malfunction.

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- This warranty *does not* cover cosmetic damage, damage due to lightning, electrical or telephone line surges, fire, flood, or other acts of God, accident, misuse, abuse, repair or alteration by other than authorized factory service, use of accessories not recommended by the receiver manufacturer, negligence, commercial or institutional use, or improper or neglected maintenance.
- This warranty *does not* cover equipment sold AS IS or WITH ALL FAULTS, shipping and handling, removal or reinstallation, shipping damage if the equipment was not packed and shipped in the manner prescribed, nor equipment purchased, serviced, or operated outside Canada.

## LEGAL LIMITATIONS

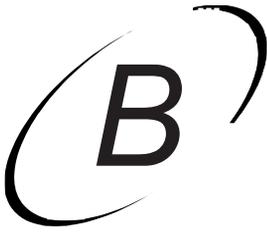
**REPLACEMENT AS PROVIDED UNDER THIS WARRANTY IS YOUR EXCLUSIVE REMEDY. WE SHALL NOT BE HELD LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OF ANY EXPRESSED OR IMPLIED WARRANTY ON THIS SYSTEM, NOR FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OF, OR INABILITY TO USE,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

## IF YOU NEED ASSISTANCE

1. Call Bell ExpressVu Customer Service Call Centre at 1-888-SKY-DISH.  
Have the date of purchase and either your customer account number, the receiver conditional access number, or the receiver model number ready. Display the **Important System Information** menu to find these numbers.
2. A Bell ExpressVu Customer Service Call Centre Representative will assist you.  
The Representative will attempt to troubleshoot any problem you may be having.  
The Representative will also determine whether the equipment is covered under this warranty.
3. If the Representative determines that you should return the equipment, you will be given a Return Authorization (RA) number. *Before shipping* any equipment, you must obtain a Return Authorization (RA) number from the Bell ExpressVu Customer Service Call Centre.
4. You will be given the appropriate address for which to return your equipment.  
Whether under warranty or not, you will be responsible for the cost of shipping back the defective equipment.
5. Returned equipment must be packaged properly, using either the original shipping materials or the packaging in which the replacement equipment is shipped.  
Follow the instructions given to you by the Bell ExpressVu Customer Service Call Centre Representative.
6. Write the RA number in large, clearly visible characters on the outside of the shipping box that you use to return the equipment. *To avoid confusion and misunderstandings, shipments without an RA number clearly visible on the outside of the box will be returned to you at your expense.*
7. If you return the receiver, you must return the Smart Card with the receiver. If you do not return the Smart Card with the receiver, a fee will be assessed against your account.

## WHAT WE WILL DO

- We will evaluate the equipment you return, and verify whether the equipment is covered under this warranty.
- We will replace equipment that we determine is defective with new or refurbished equipment, if the defective equipment is covered under this warranty.  
This replacement equipment will be shipped at our expense.
- If the defective equipment is not covered under this warranty, we will notify you.  
We may assess you a flat rate charge for replacement equipment, including shipping and insurance.



# Appendix B

## RESIDENTIAL CUSTOMER SERVICE AGREEMENT

Welcome as a Subscriber to the Bell ExpressVu Service. This document contains the terms and conditions under which Bell ExpressVu Inc. is willing to provide its direct-to-home (“DTH”) television and audio broadcasting services to each of its residential customers through the Bell ExpressVu broadcast service. If this document is difficult for you to read, a large print version is available upon request.

### 1. Introduction

Whenever we refer to “you” or the “Subscriber”, we are referring to you, as a subscriber of Bell ExpressVu’s Services. By requesting, or by paying for, any Services offered by Bell ExpressVu, you will be deemed to have agreed to these terms and conditions. If you do not agree with any of the terms and conditions that are contained in this document, please contact the Bell ExpressVu Customer Service Call Centre, as described below.

### 2. Definitions

Defined terms are useful in keeping documents as brief and understandable as possible. Therefore, in this document the following defined terms will be used:

“**Customer Service Call Centre**” means the Bell ExpressVu Customer Service Call Centre, which may be contacted by telephone at: 1-888-SKYDISH (759-3474); by E-Mail to: “customerservice @expressvu.com”; or mail to: “Customer Service, Bell ExpressVu Inc., 115 Scarsdale Road, North York, Ont., M3B 2R2”;

“**DTH Equipment**” means the equipment (i.e., a receiver, satellite antenna and remote control) that you used to receive Bell ExpressVu programming services;

“**Receiver**” means the integrated receiver and decoder: this is the television set-top box which decodes the programming as it comes into your television from the dish antenna;

“**Service(s)**” means, as the context requires, any or all of the Bell ExpressVu programming, subscription program programming packages, pay-per-view services, any applicable fees and any other services that we or our affiliates provide to you from time to time;

“**Smart Card**” means the conditional access card inserted into the receiver. The Smart Card is used by Bell ExpressVu to authorize reception of programming;

“**Statement**” means the printed statement of your account that we send to you each month; and

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



### 3. General information about our Terms and Conditions

The policies and practices reflected in this document are used when providing you with Services. We will continue to review our policies and practices as part of our commitment to improve the quality of services we provide. As a result, we may change the terms and conditions in this Agreement, but we will send you a notice informing you of any material change, and the effective date of that change so that you may cancel your subscription if you don't agree. The notice may be provided to you with your Statement, by separate written notice, or by E-mail.

We reserve the right to change the Services that we offer, and our rates, charges or fees at any time. In the event of a change in the contents of any programming, programming packages or other Services, you agree that we have no obligation to replace or supplement this programming, the programming packages or other Services previously offered that have been deleted, rearranged or otherwise changed. You understand and agree that you will not be entitled to any refund because of our change in the contents of any programming, programming packages, or other Services. The provisions of this Agreement will continue to apply to any issue related to this relationship after termination of this Agreement.

### 4. About your use of the DTH Equipment

#### *(a) The Receiver/Decoder Unit*

You can receive the Bell ExpressVu programming package only through a receiver that has been authorized by Bell ExpressVu to receive the Services. Your receiver will not operate without a Smart Card. The Smart Card contains a special code which allows this authorization to occur electronically. Each receiver is assigned a service address by Bell ExpressVu, which represents the geographical location of the receiver. Bell ExpressVu reserves the right to verify that the service address is in compliance with Bell ExpressVu policies, which currently require the address to be in Canada. If any Subscriber is found to be in violation of these policies Bell ExpressVu may disconnect the Services immediately without notice to you. As the Subscriber, you are responsible for all Services that are ordered for your receiver. If you have concerns about other persons ordering Services for your receiver without your authorization, request a personal identification number (PIN) for your account, which will be used by our Bell ExpressVu Customer Service Call Centre to help prevent unauthorized Service orders.

#### *(b) Programming requires telephone connection*

Bell ExpressVu requires that all receiver units be directly and continuously connected to an operating telephone line in Canada. Any exception to this rule must be approved by Bell ExpressVu prior to activation. Connection to an operating telephone line is a condition of our provision of Services to you, and we may, in our discretion, disconnect some or all Services if we determine that the receiver is not connected.

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## *(c) Minimum level of Service required*

As a condition of our furnishing Services to you including, without limitation, pay-per-view and “a la carte” programming, we may require that you purchase and maintain a minimum level of Services.

Currently, in order to maintain an active account, every Subscriber must subscribe to either one of the “Starters” or the “L’entrée à la française” package. In addition, there is a minimum period of subscribing to any Service: if you activate any Service option, you must continue to subscribe to that Service (and pay for it) for a minimum period of one month.

## *(d) Smart Cards*

Smart Cards are nontransferable. Your Smart Card will work only in the receiver unit that it came packaged with. Notwithstanding that the Smart Card was packaged with your receiver when you purchased it, all Smart Cards remain our property and any tampering or other unauthorized modification to the Smart Cards may result in, and subject you to, legal action. If you attempt to use that Smart Card with any other receiver without our authorization, we may terminate your Service. We may request that you return the Smart Card to us if it is defective or damaged, prior to providing a replacement Smart Card to you. In addition, we may request that you return the Smart Card to us if you terminate your Service.

If your Smart Card is lost, stolen, damaged or defective, and our investigation does not reveal unauthorized tampering, then we will replace the Smart Card. You will be charged a Smart Card replacement charge of \$60.00. However, where the Smart Card was defective or damaged, \$30.00 of this amount will be refunded immediately upon our receipt of the damaged or defective Smart Card from you. You may request overnight delivery of the replacement Smart Card, at your expense. Smart Cards which are defective within the 90 day warranty period are subject to a \$30.00 charge, all of which is refundable upon our receipt of the defective Smart Card.

## *(e) Liability for unauthorized use*

If either of your receiver or Smart Card is destroyed, lost, stolen or otherwise removed from your premises without your authorization, you must notify our Bell ExpressVu Customer Service Call Centre immediately in order to avoid liability for payment for any unauthorized use. You will not be liable for unauthorized use after we have received your timely notification.

## *(f) Additional receiver in the same household*

We do not charge a monthly fee for any additional receiver/Smart Card combination you purchase and activate to receive the same programming as your initial receiver/Smart Card. However, it is a condition of this exemption that your initial receiver and all additional receiver must be located at your residence and must be continuously connected to the same telephone number. We may, in our discretion, disconnect the Service of any Subscriber that activated one or more additional receiver in breach of this rule.



## 5. Rates, Fees and Charges

### *(a) Introduction*

Rates, fees and charges are charged according to this Agreement. These rates, fees and charges are subject to change, but we will provide you with notice of any change. Our rates for subscription and pay-per-view programming are available upon request from the Bell ExpressVu Customer Service Call Centre. If you have any concerns about our rates, we would ask you to contact our Bell ExpressVu Customer Service Call Centre. You may also contact the governing body for broadcasters in Canada, the CRTC, by writing to it (with a copy to Bell ExpressVu) at the following address: CRTC, Ottawa, Ontario, K1A 0N2.

### *(b) Billing policies, Statements and payments*

You agree to pay, in full, all amounts billed for Services and to pay all taxes, fees and other charges, if any, which are now or may in the future be assessed on the Services you receive from us. We will bill you each month in advance for your Services. The Statements you receive will show the total amount due, together with other changes since your last Statement, such as applied payments, credits, purchases and other charges to your account. It will also show any other fees assessed. Unless otherwise stated in the Statement, the total amount due is payable upon receipt.

If there are billing errors or other requests for credit, you should contact our Bell ExpressVu Customer Service Call Centre. You should contact us within forty-five (45) days of the date you receive the Statement which contained the error, in order to avoid service disruptions. Undisputed portions of the Statement must be paid before the next Statement is issued to avoid an administrative fee for late payment. Additional copies of your Statement can be requested from the Bell ExpressVu Customer Service Call Centre, subject to payment of the appropriate Additional Statement Fee.

### *(c) paying your bill late, or with insufficient funds*

You agree to pay us in full by the payment due date for the Services and for any other fees or charges due to us. Payment of your bill after the due date will result in us assessing you a "Late Payment Fee" of \$3.00 per occurrence. Other fees and charges may also be assessed. For example, cheques which are dishonored or returned for insufficient funds, or a refused bank account/credit card pre-authorized debit, will be subject to an "NSF Fee" of \$20.00 per occurrence. If partial payments are made, they will be applied first to the oldest outstanding bill. If you send cheques or money orders marked "payment in full," we can accept them without losing any of our rights to collect any other amounts owed by you, notwithstanding your characterization of the payment. We do not extend credit to our customers, and the Late Payment Fee is not interest, a credit service charge or a finance charge, but purely an administrative charge related to additional processing costs. You understand and agree that in the case of late payment or nonpayment for any Services 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 Service by Bell ExpressVu*

If you do not pay your bill within 30 days after the date when payment is required, or if you fail to comply with any of your obligations under this Agreement at any time, we have the right to disconnect your Services, in our sole discretion, and without notice or demand to you. When we disconnect your Services, we have the right to charge you a Deactivation Fee of \$50.00. If we are required to use a collection agency or lawyer to collect money that you owe us or to assert any other right that we may have against you, you agree to pay the reasonable costs of collection or other action. These costs might include, but are not limited to, the costs of a collection agency, reasonable legal fees and court costs. We will require you to pay all past due charges, and the Deactivation Fee, and any costs which are reasonably incurred by Bell ExpressVu as a result of the collection efforts on outstanding amounts, before we reconnect your Services.

## *(e) Authorization to check credit history*

You authorize us to make inquiries into your credit history at any time in our sole discretion, and to record the results of those credit inquiries on your account file at Bell ExpressVu.

## *(f) Additional fees and charges*

Bell ExpressVu has a policy of minimizing all additional fees and charges. However, there are instances where a Subscriber has failed to comply with these terms and conditions, and Bell ExpressVu has incurred significant costs as a result. We believe that the Bell ExpressVu customer who is in default ought to be responsible for those costs. Accordingly, at Bell ExpressVu we impose a fee in only 3 situations: late payments; insufficient funds cheques or refused bank account/credit card pre-authorized debit; and where service is deactivated by Bell ExpressVu because of a Subscriber's failure to pay. These situations are described above. In addition to the amounts due for Services, you agree to pay the fees assessed in these circumstances. The amount of these fees are subject to change at any time.

## **6. Your termination, or suspension, of Services**

### *(a) If you want to permanently terminate Services*

You have the right to terminate any part or all of your Services for any reason at any time by notifying our Bell ExpressVu Customer Service Call Centre. However, any continuing Services are subject to the minimum Service requirements mentioned in Section 4(c) above. Secondly, your account must be in good standing with all payments up to date. You are responsible for ensuring that these two conditions are satisfied. Bell ExpressVu will deactivate the Services within 2 business days of receiving your notice. No deactivation fee will be payable. If you are entitled to a credit for any amount in excess of \$10.00, Bell ExpressVu will send you a cheque for that refund amount, but will not be obligated to offer any refund for an amount of less than \$10.00. If you cancel your Services, you are still responsible for payment of all outstanding balances accrued (including any financed purchases) up to the date of termination.



***(b) If you want to temporarily suspend your service***

You have the right to temporarily suspend your Services at any time simply by contacting the Bell ExpressVu Customer Service Call Centre, provided that your Services are suspended for a minimum period of 2 weeks, and not greater than six months. There is no charge for this service. However, upon reactivation, the minimum one month service requirement set out in Section 4(c) will apply.

***(c) Your transfer of account or equipment***

You may not assign or transfer the Services without our written consent. If you do, we may deactivate your Services. You agree to notify us immediately, but in any event not more than five (5) days, after you move, sell, give away or otherwise transfer your DTH Equipment to anyone else. You are considered to be the registered owner of your DTH Equipment and recipient of the Services until we receive such notice, and you may be liable for any charges or fees incurred by the use of your DTH Equipment by anyone else up to the time that we receive your notice.

## **7. Furnishing of Services by Bell ExpressVu**

**(a) Exclusion of Liability**

BELL EXPRESSVU, OR ANY OF ITS SUPPLIERS (INCLUDING WITHOUT LIMITATION TELESAT CANADA) WILL NOT BE LIABLE FOR ANY INTERRUPTIONS IN SERVICE 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 SERVICES PROVIDED TO YOU. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED. IN NO EVENT SHALL WE HAVE ANY LIABILITY FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATING TO THE DTH EQUIPMENT OR RESULTING FROM OUR FURNISHING OR FAILURE TO FURNISH ANY SERVICES TO YOU OR FROM ANY FAULT, FAILURE, DEFICIENCY OR DEFECT IN SERVICES FURNISHED TO YOU. IN NO EVENT SHALL BELL EXPRESSVU'S LIABILITY TO THE SUBSCRIBER EXCEED THE TOTAL VALUE PAID TO BELL EXPRESSVU BY SUBSCRIBER FOR SERVICES. 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 Services furnished to you.

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## ***(b) Acknowledgement re: DTH Equipment***

YOU ACKNOWLEDGE YOUR DTH EQUIPMENT HAS BEEN ACQUIRED SEPARATELY AND APART FROM THIS AGREEMENT FOR THE PROVISION OF SERVICES. YOU ALSO ACKNOWLEDGE THAT BELL EXPRESSVU IS NOT THE MANUFACTURER, DISTRIBUTOR, INSTALLER OR RETAILER OF YOUR DTH EQUIPMENT, AND THEREFORE HAS NO LIABILITY WHATSOEVER FOR SUCH EQUIPMENT. ANY RIGHTS AND REMEDIES WITH RESPECT TO THE DTH EQUIPMENT MUST BE HANDLED DIRECTLY WITH THE MANUFACTURER, INSTALLER OR SUPPLIER OF SUCH EQUIPMENT.

## ***(c) Programming availability***

Certain Services transmitted by us, including but not limited to sports events, may be “blacked out” in your area of reception from time to time at the request of the Programmer for copyright or other reasons. If you circumvent or attempt to circumvent any of these blackouts, you may be subject to legal action. Programming may also be subject to temporary interruption due to natural phenomena such as thunderstorms. Bell ExpressVu will not refund charges for the black-out period or temporary interruptions. In addition, BELL EXPRESSVU WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE WHICH YOU SUFFER AS A RESULT OF ANY SUCH BLACK OUT OR TEMPORARY INTERRUPTION. However, if Bell ExpressVu causes a material interruption of Services which is not related to natural phenomena or causes outside of its control, Bell ExpressVu will provide a credit or refund, at the request of the Subscriber, for the Service interruption period.

## ***(d) Private viewing***

We provide Services to you for your private home viewing, use and enjoyment. You agree that the Services provided will not be viewed outside of your private residence. You are permitted to exhibit the Services solely in your private residence and not in any other areas. The Services 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 Services provided by us.

## ***(e) Warning against piracy***

It is against the law to receive the Services, or any portion of the Services, without paying for them (unless permitted to do so by Bell ExpressVu). Section 9 of The Radiocommunication Act states: “No Person shall ...(c) decode an encrypted subscription programming signal or encrypted network feed, otherwise than under and in accordance with authorization from the lawful distributor of the signal or feed.”. The manufacture, importation, distribution, lease, sale, installation, operation or possession of any equipment or device for that purpose may result, upon conviction, in the imposition of a fine of not more than \$5,000.00, and imprisonment of up to one year. It may also result in civil liability.



## 8. Miscellaneous Provisions

### *(a) Applicable law*

This Agreement, including all matters relating to its validity, construction, performance and enforcement, shall be governed by applicable federal law, and the laws and regulations of the province where Service is provided. These terms and conditions are subject to amendment, modification or termination if required by such laws or regulations. If any provision in this Agreement is declared to be illegal or in conflict with any such law or regulation, that provision may be deleted or modified, without affecting the validity of the other provisions.

### *(b) Change of name, address or telephone number*

You agree to give us prompt notice of your change of name, mailing address, residency address or telephone number. You may do this by notifying our Bell ExpressVu Customer Service Call Centre. Notices are deemed to have been received when they arrive at the Bell ExpressVu Customer Service Call Centre.

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<sup>TM</sup>“ExpressVu” is a registered trademark held by Bell ExpressVu Inc.

“Bell” is a registered trademark of Bell Canada and is used under licence.



# Appendix C

## STAY LEGAL

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It is against the law to receive subscription TV programming without paying for it. Remember – everyone pays more to support someone who pirates the signal.

Section 10 of the *Radiocommunication Act*, R.S.C. 1985, c. R-2 as amended, makes it a federal offence to modify this receiver to enable it to receive encrypted (scrambled) television programming without payment of required subscriptions. Conviction can result in a fine of up to \$25,000 and imprisonment for up to one year. Section 9<sup>(1)</sup>(c) and (d) of that Act make it a separate offence to decode an encrypted subscription programming signal or network feed without the authorization of the lawful distributor and a further offence to operate this receiver so as to receive unlawfully decoded signals or feeds. Conviction for either of these offences can result in a fine of up to \$25,000 and/or imprisonment for up to six months.

Where any of these offences is committed on more than one day, the person who committed the offence can be convicted of a separate offence for each day on which the offence is committed.

In addition, section 18 of the *Radiocommunication Act* gives Bell ExpressVu Inc. an independent right to sue for damages for any losses it sustains because of the above illegal conduct.

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