

Limited Rental Warranty

Bell ExpressVu Limited Partnership (“**Bell TV**”)
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This limited rental warranty (“**Limited Rental Warranty**”) is the Limited Rental Warranty that is defined and referred to in your Bell TV Rental Choice Plan Equipment & Service Agreement (National) (“**RCP Agreement**”), which applies to the Equipment you are renting from Bell TV and replaces and supercedes other limited rental warranties found in your user manual. Capitalized terms used but not defined in this Limited Rental Warranty have the meanings given to them in the RCP 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, Bell TV will provide you with telephone and, to the extent deemed necessary by Bell TV, in its sole judgment, on-site assistance to restore operation of your Equipment after service interruptions. If Bell TV or its authorized agent, in its judgment, determines that your Equipment is defective, whether due to poor workmanship, materials or otherwise, Bell TV, 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 Bell TV, in accordance with and subject to the terms of this Limited Rental Warranty. If Bell TV 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 RCP Agreement and any Replacement Equipment deemed to be Equipment pursuant to the RCP Agreement and this Limited Rental Warranty. All records reflecting or relating to the Replacement Equipment received by you from Bell TV should be kept with your RCP Agreement and this Limited Rental Warranty. Coverage of Bell TV equipment that you may have purchased or own, including any antenna, LNBF and other equipment necessary for the reception of Bell TV’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 Rental 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 RCP Agreement and, if you have exercised your option to retain possession of, and acquire ownership of and title to the Receivers under the RCP Agreement, your coverage under this Limited Rental Warranty will continue for 3 months from the date you exercise your said option, in both cases as long as: (a) your Bell TV account remains current and in good standing; (b) you are not in breach of any terms and conditions of (i) your RCP Agreement, (ii) the Residential Customer Agreement, or (iii) any other agreement between you and Bell TV; AND (c) the Equipment is located at your current primary residence in Canada that Bell TV 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 a Bell TV Technical Service Representative (“**TSR**”) to assess your problem and assist you in performing troubleshooting procedures over the telephone. If the TSR cannot restore the Service you subscribe to over the telephone, subject to the terms of this Limited Rental Warranty, Bell TV may, in its sole judgment, either (i) arrange to send a technician or an independent contractor authorized by Bell TV 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 opening pages of the RCP 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 Bell TV, 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 Bell TV'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 Bell TV; (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 RCP 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 Bell TV or its authorized agent; (g) installation of the Equipment other than by Bell TV or its authorized agent; (h) conditions outside of Bell TV's reasonable control; (i) any cause excluded from coverage under the manufacturer's warranty applicable to the Equipment; or (j) batteries. If Bell TV determines, in its sole judgment, that failure of Equipment and/or service interruption was caused by any of the above, Bell TV may charge you, against your Bell TV account, a fee based upon then current cost of labour (excluding any initial trip charge necessary to diagnose the issue), materials and Replacement Equipment. Bell TV 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 Bell TV's troubleshooting, diagnosis and replacement, if necessary, of Equipment and disclose all relevant information; (b) provide 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 Bell TV 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 Bell TV. If Bell TV determines, in its sole judgment, that you are in breach or default of any of these terms and obligations, Bell TV may, among other things, charge you, against your Bell TV account, a fee based upon then current costs of labour (including any trip charge necessary to diagnose the issue), materials and Replacement Equipment. Bell TV 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 RCP Agreement or this Limited Rental Warranty. Except as otherwise expressly stated in this Limited Rental Warranty, Bell TV provides no representation, warranty or condition expressed or implied, legal, statutory, customary or otherwise respecting the Equipment, the Service, the System or the Programming Plan, 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 Bell TV 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 Bell TV 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 RCP Agreement.

Miscellaneous:

Bell TV 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 Service 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 in violation of any Legal Requirements or these requirements. Bell TV 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 RCP Agreement. If you do not own the Equipment location, you represent and promise to Bell TV 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 Bell TV if this is not true. The Equipment will not be removed from your current residence without Bell TV'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 Bell TV.

ATTENTION:

RECEIVERS CONTAIN SOFTWARE THAT IS UNDER LICENSE TO OR OWNED BY BELL TV. YOUR LICENSE TO USE THIS SOFTWARE IS LIMITED TO RECEIVING AND VIEWING PROGRAMMING AUTHORIZED BY BELL TV ONLY. IF BELL TV 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.

WARNING:

IF THE SOFTWARE IS DISABLED OR MODIFIED, A RECEIVER MAY NOT FUNCTION PROPERLY. YOU MAY NOT MODIFY, TEST, REVERSE ENGINEER, DECOMPILE, TAMPER OR ACCESS THIS SOFTWARE FOR ANY REASON WHATSOEVER. RECEIVING SIGNALS WITHOUT AUTHORIZATION, INCLUDING FOR THE PURPOSE OF SHARING OR "TESTING", IS THEFT AND MAY RESULT IN CRIMINAL CHARGES OR A CIVIL SUIT BEING BROUGHT AGAINST YOU.