

## BELL STREAMER LIMITED WARRANTY

**Limited Warranty.** Bell Canada (see address below) (“**Bell**”) warrants to you as the original purchaser or original recipient from Bell (“**you**”) that the Bell Streamer (“**Device**”) will be free from defects in materials and workmanship when used normally and in accordance with its intended purpose, including, without limitation, in accordance with published user documentation made available by Bell, if any, such as user and safety documentation (“**Limited Warranty**”), for a period of 12 months from the earlier of the date of: (a) purchase of the Device from Bell; or (b) order of the Bell service with which the Device is provided (“**Warranty Period**”). During the Warranty Period, if the Device fails due to a defect covered by this Limited Warranty, Bell will at its option: (a) replace the Device with a new or refurbished device of similar functionality, provided you return the Device to Bell upon request; (b) repair the Device using new or refurbished parts; and/or (c) accept the return of the Device in exchange for a refund of the greater of: (i) the purchase price you paid to Bell for the Device; or (ii) CAD \$20.00. If Bell repairs or replaces your Device, the repaired or replaced Device will continue to be warranted for the remainder of the original Warranty Period. No repaired or replaced Device has any new or separate warranty coverage. Bell reserves the right to limit the number of replacement Devices provided to you during the Warranty Period. Repair or replacement may result in loss of data.

**To Get Limited Warranty Service.** Please call Bell at 1 866 310-BELL (2355) so that Bell can confirm that the Device is within the Warranty Period and attempt to diagnose and correct the malfunction over the telephone. You will be asked to provide your name, contact information, and account number (if you have one) and may be required to answer questions to assist with diagnosis. You will also be required to provide proof of purchase or proof of receipt of the Device (e.g., Bell order form or other document referencing the provision of the Device to you), as applicable.

**Limited Warranty Exclusions.** This Limited Warranty is only available to the original purchaser or original recipient from Bell of the Device, is not transferable to a subsequent owner of the Device and does not guarantee that the use of the Device will be uninterrupted or error-free. This Limited Warranty only applies to hardware components and not any software elements, batteries or other consumable parts of the Device nor any third party products used with the Device. This Limited Warranty does not cover any Device that is:

- damaged due to: normal wear and tear, cosmetic damage, acts of God (including without limitation, improper voltage), fortuitous loss or damage, abuse, neglect, misuse, accident, theft, vandalism, external causes (e.g., fire, water damage or liquid contact, power surge, extreme thermal or environmental conditions), alteration; improper or unauthorized repair, maintenance, installation, set-up, operation or storage; accessories, wiring or cabling; or used with incompatible or older devices; or
- modified to alter functionality or capability without the prior written approval of Bell.

**Exclusive Warranty.** To the extent permitted by applicable law (which may vary province to province) and except where prohibited for Québec residents, this Limited Warranty is exclusive and is in lieu of all other warranties, representations, guarantees, terms and conditions, express, implied, or arising from course of conduct or otherwise, including merchantability, fitness for a particular purpose, title and non-infringement. In addition to the rights described in this Limited Warranty, you may also have other legal rights (which may vary province to province).

**Limitation of Liability.** To the extent permitted by applicable law and except where prohibited for Québec residents, Bell's total cumulative maximum liability for negligence, breach of contract, tort or any other claims or causes of action, including fundamental breach, in connection with any Device or this Limited Warranty is limited to payment, upon request, for actual and direct damages up to a maximum amount equal to the greater of: (a) the purchase price you paid to Bell for the Device; or (b) CAD \$20.00, and all other damages, including without limitation indirect, special, consequential, incidental, economic, exemplary or punitive damages, are excluded. You may also be subject to other limitations and exclusions of liability, and obligations, as set out in any Bell terms of use and/or service that apply to you. These terms survive the expiry of the Limited Warranty.

**Severability; Assignment; Extension; Effective Date; Agreement.** If any provision of this Limited Warranty is unenforceable, all remaining provisions of this Limited Warranty remain in full force and effect. This Limited Warranty cannot be assigned. No Bell agent or employee is authorized to make any modification, extension, or addition to this Limited Warranty. **IMPORTANT: You accept the terms of this Limited Warranty on the date you access, install and/or use the Device. If you do not agree with the terms of this Limited Warranty, you have 15 days from the earlier of: (a) the date of your original purchase; or (b) receipt of the Device, to return the Device to Bell, unused, whereupon, if applicable, Bell will refund to you the amount you paid Bell for the Device.**

**More Information.** For more information on this Limited Warranty, visit [bell.ca/streamerwarranty](http://bell.ca/streamerwarranty) or call Bell at 1 866 310-BELL (2355).

Corporate Secretary's Office of Bell Canada. 1 carrefour Alexander-Graham-Bell, Building A-7, Verdun, Québec, H3E 3B3

January 31, 2020

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