

## BELL STREAMER – TERMS OF USE

Congratulations! You now own the Bell Streamer (“**Device**”). The Device is an ultra-high definition or 4K-ready Android TV receiver which plugs into your TV’s HDMI port. It comes ready to use out of the box, with Fibe TV, if applicable, along with access to your content and to apps via Google Play. NOTE that only Bell TV subscribers will have access to Fibe TV and Bell content. These Terms of Use (and any schedules attached to these Terms of Use), as amended from time to time (“**Terms**”), apply to your use of the Device. These Terms are in addition to the Bell Terms of Service ([www.bell.ca/legal\\_residential\\_services](http://www.bell.ca/legal_residential_services)) and any other terms or contracts between you and Bell Canada (“**Bell**”, “**us**” or “**we**”) for other Bell goods or services. Bell relies upon your word that you have reached the legal age of majority and are authorized to enter into agreements with Bell. To help you understand your rights and obligations under these Terms, these Terms are written in a question and answer format.

**1. How do I accept these Terms with Bell?** You accept these terms on the date that you access, install and/or use the Device. If you do not accept these Terms, **DO NOT** access, install or use the Device and return it promptly to Bell for a refund, if applicable. Review these Terms carefully.

**2. How and when can I use the Device?** Once properly connected with your TV, the Device grants you access to multiple services, including streaming services, as may be available to you from time to time subject to: (a) you accepting the terms and conditions of those available services and paying the fees for such services, if applicable; and (b) Bell’s right to restrict access to certain services for security, piracy or other network, compliance or regulatory concerns.

**3. How does Bell help to ensure fair network access, efficient operation and the responsible use of its network, products and services?** To ensure fair network access to all users and to protect the continuous and efficient operation and integrity of Bell’s network and the services it offers, and to protect against malicious third party software, URLs and other security issues, Bell has certain standards and requirements in connection with responsible use. Bell may manage network resources using methods which include: (a) prioritization or deprioritization of network access; and (b) Internet traffic management practices in a manner consistent with applicable law. For a description of Bell’s Internet traffic management practices, please visit [bell.ca/ITMP](http://bell.ca/ITMP). Bell may monitor or investigate any use of the Device (or any apps, services or URLs available, accessed or streamed through the Device), if it affects, impacts or attacks, or has the potential to affect, impact or attack, any Bell network, the operation or efficiency of Bell’s network or any Bell services, or creates a security concern. Bell takes very seriously any abuse or misuse of the Bell network as it impacts all customers of Bell. Bell may modify, remove, disable or block any software, app, URL or capability in/of the Device so that it no longer works or has restricted access to apps, services, URLs or streaming capability, or take other necessary protective measures if Bell has reasonable grounds to believe that there is a breach of this responsible use and network protection requirement or if you breach these Terms. See Bell’s Responsible Use Policy available as part of the Bell Terms of Service ([www.bell.ca/legal\\_residential\\_services](http://www.bell.ca/legal_residential_services)).

**4. How do updates work?** The Device, Google Play or content may need to be updated, for example, for bug fixes, enhanced functions, missing plug-ins and new versions (collectively, “**Updates**”). Such Updates may be necessary for you to use the Device, Google Play, or to access, download, or use content or any available apps. By agreeing to these Terms and using Google Play, you agree to receive such Updates automatically. You may be able to manage Updates to certain content via the settings in the Device or Google Play. If it is determined, however, that the Update will fix a critical security vulnerability related to the Device, Google Play or content, is necessary for Bell to protect or manage its network (as set out in Section 3 above), or is necessary to comply with applicable laws or regulations, the Update may be completed irrespective of your Update settings in the Device or Google Play. To accomplish these purposes, you agree to Bell installing, modifying or removing Bell (or other) software on the Device. For clarity, Bell may, without additional notice to you or consent from you, update or upgrade, modify or remove the software from the Device. If another app store attempts to update content that was initially downloaded from Google Play, you may receive a warning or such updates may be prevented entirely.

**5. What am I responsible for and what warranties does Bell provide?** As the owner of the Device, you are responsible for the risk of loss, theft or damage to the Device and for using the Device responsibly and in accordance with applicable laws. To the extent permitted by applicable law (and except where prohibited for Quebec residents) and unless otherwise expressly provided for by Bell in writing, Bell makes no warranties, representations, claims, guarantees or conditions of any nature, express or implied, including fitness for a particular purpose, merchantability, title or non-infringement, with respect to the Device. You may have a Limited Warranty available to you in connection with the Device (see Bell’s Limited Warranty for the Device found in the box with the Device, the most recent version of which is available at [bell.ca/streamerwarranty](http://bell.ca/streamerwarranty)).

**6. Can I incur data use charges?** Yes. To the extent any of your activity results in access and/or data use charges, you are solely responsible for all access and data use charges.

**7. Can I share the Device and are there any places the Device will not work?** As the owner of the Device, you can use the Device anywhere you wish, including inside or outside of your private

residence and from various devices. Note that certain content may not be available in some locations (see the terms and conditions of the applicable service) and that the Device may not be usable in captive portals or networks that require browser-based logins (i.e., hotels, libraries, universities and public locations). The Device is intended for personal use and not for resale.

**8. Are there any restrictions on how I can use the Device?** You may access, view, use, stream and display any content or programming via the Device solely for your personal, non-commercial use and non-public use or display, and such content and programming may not be rebroadcast, copied, transmitted or performed in any manner or form even if no fee is charged. However, you may use personal video recorders or similar devices for private, non-commercial recording of programming. You may not: (a) use the Device in connection with any stream-ripping, stream capture or similar software to record or create a copy of any content or programming that you are able to stream via the Device; (b) use, attempt to use, assist others to use, or assist others to attempt to use, the Device to circumvent, disable or defeat any security features or components that restricts access to protected data, programming or content or to modify any content, data or programming accessed via the Device; (c) attempt to, or assist others to attempt to, reverse engineer the Device or any part thereof; or (d) use the Device in a manner contrary to Bell's Responsible Use Policy or otherwise contrary to Section 3 above.

**9. Who is responsible for the equipment I need to use the Device?** You are responsible for the equipment, devices and systems you own. The Device is compatible with, and can be used to stream content from, various devices, provided they have casting capability and meet any other minimum system requirements, as may be updated from time to time. You will need working internet access with Wi-Fi capacity, an HDMI compatible TV, a Google account, to ensure that the Device is plugged into power, and you may need software, hardware, equipment or other updates from time to time to use the Device. You should use the Device with the power adaptor that came in the box with your Device.

**10. Can Bell make changes to these Terms?** Bell may change these Terms. The most up to date copy of these Terms will be available at [bell.ca/legal\\_residential\\_services](https://bell.ca/legal_residential_services). Your continued use of the Device after the effective date of the revised Terms constitutes your acceptance of the revised Terms. If required, Bell will give you notice of these changes in writing, at least **30** days before the effective date, using a reasonable method to bring it to your attention, such as by posting it on bell.ca, by including it on or with your bill or by sending it to you by email. This notice will clearly identify the proposed change and the effective date of the change. Also, as required by law, this notice will set out the new term, or amended term and the term as it read before. No other statements (written or verbal) will change or amend these Terms. You may not make any changes to these Terms.

**11. What if I want to refuse a change to these Terms made by Bell?** If you want to refuse a Bell change to these Terms, your remedy is to terminate these Terms and cease using the Device. For customers in Quebec and Newfoundland and Labrador, if the change increases your obligations or reduces Bell's, you may terminate these Terms, without penalty, up to 30 days after the effective date of the change by ceasing to use the Device. Rights and obligations which by their nature continue beyond termination will continue to survive and remain in effect even after you terminate and cease using the Device.

**12. How does Bell protect my personal information?** Bell protects your personal information in a manner consistent with our Privacy Policy available at [bell.ca/privacy](https://bell.ca/privacy) and applicable laws. By these Terms, you agree that Bell may share your information with other Bell companies and brands as they exist over time, including: Bell Aliant, Bell Canada, Bell ExpressVu LP (Bell Satellite TV), Bell Media, Bell Mobility, Bell MTS, Virgin Mobile Canada, The Source, Cablevision du Nord, DMTS, KMTS, Northern Tel, Ontera, Solo Mobile and Télébec ("**Our Companies**").

**13. How does Bell limit its liability? To the fullest extent permitted by applicable law and except where prohibited for Quebec residents, Bell's liability for negligence, breach of contract, tort or other causes of action, including fundamental breach, is limited to payment, upon request, for actual and direct damages of a maximum amount of the greater of: (a) \$20; and (b) the amount you paid Bell for the Device. Other than the foregoing payment and to the fullest extent permitted by applicable law and except where prohibited for Quebec residents, Bell is not responsible to anyone for any damages, including direct, indirect, special, consequential, incidental, economic, exemplary or punitive damages.**

**14. Am I responsible for content that I provide or watch using the Device?** Bell assumes that you own any content you stream, access, display or transmit using the Device, including data, documents, videos, music, photos, etc. or that you have the necessary rights to use it. You are responsible for this content. Bell is not responsible for the unauthorized use or distribution of this content (including third-party content). Furthermore, if you stream, access, display or transmit third-party content, this content is the sole responsibility of the entity that makes it available. Bell may review content to determine whether it is illegal or violates our policies, and we may remove or refuse to permit you to stream, access, display or transmit content that we reasonably believe violates our policies or the law. However, we do not have an obligation to review content.

- 15. What laws apply to these Terms?** As Bell is federally regulated, these Terms are governed by the federal laws and regulations of Canada and any provincial laws which might apply to Bell in your province.
- 16. Can these Terms be transferred?** Bell may transfer or assign all or part of these Terms at any time. You may not transfer or assign these Terms without Bell's prior written consent.
- 17. What if parts of these Terms become unenforceable?** If any part of these Terms becomes outdated, prohibited or unenforceable, the remaining terms will continue to apply to you and Bell. Remember that even if Bell does not enforce any part of these Terms for any period of time, the term still remains valid and Bell can enforce it in the future.
- 18. What if I prefer these Terms to be in French?** You are receiving these Terms in English because you requested a copy in English. Vous avez demandé que cette entente ainsi que tous les documents en faisant partie soient rédigés dans la langue anglaise mais si vous souhaitez que votre entente soit en français, veuillez communiquer avec nous, aux coordonnées indiquées à la fin de ce document.
- 19. How do I contact Bell?** If you have any questions or concerns about these Terms, we'd be happy to help. Contact us by: phone at 310 BELL (2355) (from Ontario and Quebec) or at 1 800 668-6878 (from elsewhere); online chat: [bell.ca](https://bell.ca); or by email: [bell.ca/heretohelp](mailto:bell.ca/heretohelp).