

TELUS Satellite TV

Quick Start Guide



the future is friendly®

Welcome

Thank you for choosing TELUS and welcome to TELUS Satellite TV™. TELUS Satellite TV delivers a wide range of popular channels, the latest movies and live events, plus crystal clear HD picture and sound. You can now enjoy over 550 channels including over 140 in HD, as well as On Demand and Pay Per View.

To learn more about getting the most out of your new TELUS services, visit telus.com/gettingstarted

Managing your account

Check your bill, change your channel packages or update your address at your convenience 24/7 by registering your account at telus.com/myaccount

Billing

Understanding your first bill: Your first bill will likely be higher than future bills as it includes the partial month from your activation date to your billing date, and your regular monthly charges billed one month in advance.

Paperless billing: Set up e.bill by logging into your account at telus.com/myaccount Click account # > billing method > update > e.bill > update

Pre-authorized payments (PAP): Set up PAP by logging into your account at telus.com/myaccount Click account # > pre-authorized payment > update

For more information on billing, please visit: telus.com/help/billing

Parental Controls

Parental locks allow you to control viewing of certain types of content on your TELUS Satellite TV. This content cannot be viewed unless the correct 4-digit PIN is entered.

Create Parental Control PIN: Press Menu > select option 5 Locks > select option 3 Lock System > the System Lock Password displays > Enter a 4-digit PIN > press Select > confirm the 4-digit PIN > press Select

Front panel lock: Lock the buttons on the front of the satellite receiver > select Front Panel Lock > select Yes > press Select

Lock Pay Per View: Select Lock PPV > select Yes > press Select

For more information on parental controls, please visit: telus.com/stvparentalcontrol

Your remote



| | | |
|----------------|---|---|
| SAT |  | Switches your remote to satellite mode |
| TV |  | Switches your remote to TV mode |
| POWER |  | Turns the device you're controlling on and off |
| VCR |  | Switches your remote to VCR mode; also works on DVD players |
| AUX |  | Switches your remote to auxiliary mode such as a DVD player or A/V receiver |
| TV |  | Turns your TV on and off |
| MENU |  | Displays the main menu |
| TV/VIDEO |  | Scrolls through available TV or video input sources |
| PAGE UP/DOWN |  | Scrolls through the channel list and menus one page at a time |
| VOLUME UP/DOWN |  | Decreases and increases volume |
| MUTE |  | Turns all sound on and off |
| GUIDE |  | Displays the onscreen guide |
| MOVE SELECTION |  | Moves channel selection up and down; also navigates up, down, left or right through menus and guides. |
| THEMES |  | Searches for programs using themes |
| BROWSE |  | Searches what's on other channels while you continue to watch your program |
| SELECT |  | Selects highlighted item |



| | | |
|--------------|---|--|
| RECALL |  | Returns to the previous channel |
| INFO |  | Displays the description of the selected program |
| VIEW LIVE TV |  | Returns to viewing live TV when you are watching a recording or from any menu or guide |
| PVR |  | Displays the list of recorded programs |
| SKIP BACK |  | Skips back 10 seconds |
| SKIP FWD |  | Skips forward 30 seconds |
| BACK |  | Reverses your recorded program or live TV |
| PAUSE |  | Pauses your recorded program or live TV |
| FWD |  | Advances your recorded program or VCR/DVD |
| STOP |  | Stops your recorded program or VCR/DVD |
| PLAY |  | Plays your recorded program or VCR/DVD |
| RECORD |  | Records live TV on your PVR |
| MOVIES |  | Directs you to Channels On Demand |
| FORMAT |  | Formats the picture width of the program you're viewing |
| SEARCH |  | Displays the search menu |

Note:    and  are not currently enabled.

Quick tip

If the program is paused, and you press either the  or  button, the program will play in slow motion.

Programming your remote

To program your TELUS Satellite TV remote control for use with your TV:

- 1 Turn on your TV.
- 2 On your remote control, hold the **TV** button until all 4 mode buttons light up. The mode buttons are SAT, TV, VCR and AUX.
- 3 Press the **Power** button.
- 4 Press the **UP arrow** button repeatedly until your TV turns off.
- 5 Press the **#** button.
- 6 Turn your TV on.
- 7 Test your remote control by pressing **Power**. Your TV turns off.

Finding programs

Using your remote: Enter channel number or use the channel up/down button.

Using the onscreen guide: Press **Guide** > **browse channels** > select channel by selecting **ok** > display a program description by selecting **info**.

Using the Search function: Press **Search** > highlight Title or Info and press **Select** > Using the **onscreen keypad** or the **number** buttons on your remote, enter the word or program title you would like to search for in the search criteria field > highlight **Search** and press **Select** > use the channel up/down button to scroll through your results and press **Select** to choose a program > highlight **Done** and press **Select** to close the search results screen.

Using your PVR

With your HD Personal Video Recorder (PVR) you can record, pause, and replay live TV, so you can watch your favourite programs at your convenience without missing a thing.

Press **Guide** > select the show you want to record > press **Record** > highlight your desired preferences on the Create Timer screen > select **Create Timer** > press **Select**

View scheduled recordings: Press **Rec TV** > select **recordings** > select **scheduled**



Quick tip

In order to find programs, use your PVR, find movies, or set up your favourite channel list, make sure your remote is in satellite mode by pressing **SAT**.



Movies and more

On Demand

Browse the huge library of the latest On Demand titles. You can even watch the trailer before you rent.

Using your remote: Go to channel 1001 (English) or channel 1799 (French) > select **category** > select **title** > select **rent** / watch preview / save to wish-list > select **rent** and press **ok**

By phone: Highlight the movie you want to purchase > press **Info** > locate the Event ID at the end of the movie description > call **1-866-7337** to order > provide the Event ID and purchase PIN.

Note: On Demand is only available with a TELUS Personal Video Recorder (PVR).

Pay Per View

English PPV can be found within channels 313 – 399 and 831 – 879. French PPV can be found within channels 155 – 178. The full range of PPV events can be found at telus.com/payperview

Using your remote: If you order an event with your remote, you'll only be able to watch it on that particular TV. When using your remote to order, you'll need to have your home phone connected to your receiver.

Select > use the left/right buttons to select **Order** > select **Yes** to confirm you want to buy the program.

By phone: Order the PPV event by phone or online if you want to watch the event on all of your receivers.

Press **guide** > navigate to a PPV event > press **info** > locate the Event ID at the end of the event description > Call **1-866-686-7337**

Refer a friend and get \$50*

Share why you love TELUS TV with your friends and family, and if they're interested in switching to TELUS, let us know by completing the form at telusreferral.com

TELUS will contact your friend and when they sign up and have their service installed, we will send you a \$50 Visa® Prepaid Card. It's that easy!

*Program terms at telusreferral.com/program-terms.aspx

Contacting TELUS

Visit telus.com/tvhelp to access the full TELUS Satellite TV user guide

To learn more about getting the most out of your new TELUS services, visit telus.com/gettingstarted

Chat at telus.com/contactus and click on **Chat live** with TELUS support

Call **310-2255** in AB & BC or **1-888-811-2323** anywhere in Canada



TELUS Satellite TV Terms of Service

This is an agreement between you and TELUS Communications Company ("TELUS"). It sets out the terms and conditions that apply to your use of the direct-to-home ("DTH") television and audio broadcast Programming service, any DTH Equipment provided to you for use with such services, as well as any associated installation, support and maintenance services associated with such services, if any (collectively, the "Services"). This agreement, together with TELUS rules and policies applying to the use of the Services, form the agreement between you and TELUS for the Services (the "Agreement"). TELUS will not have a binding Agreement with you for the Services until you have accepted the terms of this Agreement. Unless otherwise agreed, by having an IRD activated onto the Service to receive and use the Services, you are accepting and agreeing to the terms of this Agreement. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU MAY NOT USE THE SERVICES.

1. Introduction

The words "you" and "Subscriber" refer to you, as a residential subscriber of the Services and Programming in Canada and person whose name appears on the Statement. By requesting, viewing or paying for any Programming, you are deemed to have agreed to the terms and conditions of this Agreement unless you immediately contact our Customer Service Centre to cancel your subscription to the Programming.

2. Definitions

In this Agreement (in addition to other terms defined herein), the following terms have the following meanings:

"Authorization Device" means a device inserted, embedded or incorporated into an IRD, including a Smart Card, that authorizes the reception of Programming and includes any software embedded therein;

"Bell TV" means Bell ExpressVu Inc., in its capacity as general partner of Bell ExpressVu Limited Partnership;

"Customer Service Centre" means the TELUS customer service centre;

"DTH Equipment" means the DTH equipment used to receive the Programming, including, without limitation, the satellite equipment comprising the IRD, Authorization Device, satellite antenna and remote control;

"TELUS", "we", "us", or "our" means, and where the context requires, any successor company or entity, and its respective affiliates, and the officers, directors, employees or authorized agents of the foregoing;

"TELUS Account" or "Account" means the account opened by you to receive Programming;

"IRD" means the integrated receiver and decoder: this is the television set-top box that decodes the video and audio programs as they come into your television from the dish antenna;

"Programming" means, as the context requires, any or all of the programming, subscription programs, programming packages, Pay Per View services, à la carte programs, and any other services provided to you from time to time, as part of the Service;

"Smart Card" means the conditional access card inserted or incorporated into the IRD, which card is owned and used to authorize reception of Programming and includes any software embedded therein; and

"Statement" means the statement of your Service account.

3. Terms and Conditions – General

The terms and conditions of this Agreement and the rates, charges, fees and Programming may change from time to time. TELUS will notify you in advance of any change, and the effective date of that change, so that you may, as your sole and exclusive remedy, cancel your subscription and pay applicable cancellation charges if you don't agree. The notice may be provided to you on or with your Statement or by any other written notice that will likely come to your attention. If you fail

to cancel your subscription to the TELUS Service within 30 days of notice of any change and/or if you continue to receive the Programming, you will be deemed to have accepted such change. If we change the contents of any Programming, you agree that we have no obligation to replace or supplement the Programming previously offered that has been deleted, rearranged or otherwise changed or give you any credit or refund. The provisions of this Agreement will continue to apply to any issue related to this relationship after termination or cancellation of this Agreement.

4. Your Use of the DTH Equipment

a) The IRD Receiver/Decoder Unit

Your right to receive and view the Programming is granted only for IRDs situated in Canada that have been authorized to receive such Programming. Your IRD will not operate without an Authorization Device. TELUS reserves the right to verify remotely or by contacting you directly that the service address is located in Canada and that all active IRDs on your Account are located at the one address listed on your Account as your "service address". If you violate this or any other provision or policy, TELUS may disconnect your access to the Programming immediately without notice. You are responsible for all Programming that is ordered for your IRD. If you have concerns about other persons ordering Programming for your IRD without your authorization, request a personal identification number (PIN) for your Account, which will be used by our Customer Service Centre to help prevent unauthorized Programming orders. You may also contact our Customer Service Centre to determine if any particular IRD model is compatible with all Programming in which you are interested. TELUS may, in our sole discretion, for technological, network or other reasons require a migration, recall, substitution or replacement of all or any part of the DTH Equipment upon notice to you and on the terms and conditions specified in our notice. Any replacement DTH Equipment will be deemed to be the DTH Equipment referenced in this Agreement.

b) Programming requires telephone connection

Each IRD must be directly and continuously connected to the same operating telephone service associated with your Account, unless TELUS otherwise expressly approves prior to activation. Connection to an operating telephone service is a condition of our granting you the right to receive and view the Programming and we may, in our sole discretion, disconnect some or all Programming if we determine that the IRD is not connected in this manner. We may verify the location of your IRDs remotely or by contacting you directly. If TELUS is unable to contact you to perform this verification, it may limit signal reception to a single receiver to a household containing multiple receivers.

c) Minimum level of Programming required

As a condition of our granting you the right to receive and view the Programming, you must subscribe to and maintain a minimum level of Programming specified by TELUS when you subscribe to the Service. In addition, unless we agree otherwise, the minimum period of time that you must continue to subscribe to at least the minimum level of Programming (and pay for it) is 30 days. Please visit telus.com/tv for information regarding the current minimum level of Programming required.

d) Authorization Devices

Authorization Devices, including Smart Cards, are non-transferable. Your Authorization Device will work only in the IRD with which it was packaged or activated. Notwithstanding that the Authorization Device was packaged with your IRD (whether purchased or rented), all Authorization Devices are and remain the property of Bell TV and any tampering or other unauthorized modification to an Authorization Device may result in, and subject you to, legal action, or any other action as set out in this Agreement. If you attempt to use that Authorization Device with any other IRD without our authorization, we may terminate your right to receive and view the Programming. We may require 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 require that you return the Smart Card

to us if you terminate your Account, and failure to do so will result in a recovery charge being assessed against you. We may, in our sole discretion, implement a mandatory recall, substitution or replacement of existing Authorization Devices, by notice to you that we will substitute or replace, at our expense, the existing Authorization Device in your possession and deliver to you a replacement Smart Card. You shall, within 7 days of our notice to you of the recall, return the recalled Smart Card and activate the replacement Smart Card. We will charge \$100 to your TELUS Account for each recalled Smart Card in your possession, which amount will be credited to your Account once you activate the replacement Smart Card.

e) Liability for unauthorized use

If the Smart Card in the IRD you own or rent is destroyed, lost, stolen or otherwise removed from your premises without your authorization, you must notify our Customer Service Centre immediately to avoid liability for payment for any unauthorized use or reception of Programming. You will not be liable for unauthorized use after we have received your timely notification.

f) Additional IRDs in the same household

It is a condition that any additional IRD/Smart Card combination(s) rented or purchased and activated to receive the same Programming as your initial IRD/Smart Card must be located at the service address listed on your Account and must be continuously connected to the same operating telephone line. We may, in our sole discretion, disconnect the Programming if you activate additional IRDs in breach of this requirement. The activation of any new additional IRDs/Smart Cards is subject to the additional IRD fee described in Section 5(d), if applicable. You may activate up to a maximum of 5 additional IRDs on your Account at any time. If you require more than 5 additional IRDs, you must open a new separate TELUS Account to activate such additional IRDs and you will be billed separately for the services received through those additional IRDs.

g) Vacation Properties or Secondary Locations

Section 4(a) applies to you even if you order the Programming for a secondary location, vacation property or mobile unit, such as a camper, boat or recreational vehicle. You may not, under any circumstances, including vacation properties, maintain multiple IRDs on one TELUS Account that are active at different locations simultaneously. If an IRD is installed in a mobile unit such as a camper, boat or other recreational vehicle, you are only permitted to have one IRD active on that Account.

5. Rates, Fees and Charges

a) Introduction

Programming rates, fees and charges are charged in accordance with this Agreement. Other rates, fees and charges, or changes to the amount of existing rates, fees and charges, may apply from time to time upon advance notice to you (see also Section 3). Our rates, fees and charges for Programming are available upon request from the Customer Service Centre. If you have any concerns contact our Customer Service Centre.

b) Billing policies, Statements and payments

You shall pay in full all amounts billed for Programming and all taxes, fees and other charges, if any, which are now or may in the future, be assessed on the Statement for Programming and any other services you receive from us. We will bill you each month in advance for your Programming and rental charges. (Usage-based Programming will be billed in arrears.) All bills are due upon receipt. Bills made available through the Internet are received when they are posted. Charges not paid before the end of the grace period shown on your bill are assessed a late payment charge at the prime rate of the Bank of Montreal plus 7%, converted to a monthly compound rate and rounded up to the nearest quarter percentage point, calculated from the due date, which you must pay in addition to all other amounts owing to TELUS. Administrative and collection charges may apply, in accordance with TELUS rules and policies, if your Account goes into arrears, including as a result of returned or rejected payments or your failure to inform TELUS of any change to your Account information for pre-authorized payments. If you subscribe to a pre-authorized payment method, you waive pre-notification of the amounts and dates of debits from

your Account. TELUS may require you to make interim payments for non-recurring charges you have incurred in the period between two monthly bills, for such Services as are identified to you with the demand for payment. The grace period for the payment of charges so identified expires 3 days after you receive the demand for payment. You are responsible for maintaining a minimum spend of \$37.56 per month on Programming, excluding any Pay Per View services, interactive services, bundle discount and all account administration fees.

c) Termination of Programming by TELUS

If you do not pay in full all amounts owing as shown on your Statement 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, in addition to our other rights and remedies, we have the right to disconnect your Programming, in our sole discretion, without notice or demand to you. We also reserve the right, without notice or demand, to take whatever steps are necessary to disable or modify the software in your IRD and/or Authorization Device if you breach any of your obligations under this Agreement, including receiving Programming that you have not paid for, in whole or in part.

d) Additional IRD Fee

If you initially or subsequently activate more than one IRD on your Account, you may be charged an account administration fee by TELUS for the activation and continued use of multiple IRDs/Smart Cards on your Account. TELUS may reduce or eliminate this fee if you subscribe to specific combo programming packages or if you are renting IRDs from TELUS.

e) Reconnection Fee

TELUS charges an account administration fee to reactivate an IRD that was permanently deactivated upon your request, or where you transfer or assign ownership of the IRD or otherwise transfer or assign responsibility for payment of an existing TELUS Account, in all cases with prior written consent from TELUS.

f) Digital Service Fee

You shall pay to TELUS a monthly recurring digital service fee. This monthly recurring fee, which relates to costs incurred in operating the network and maintaining and/or upgrading technological platforms, may be reduced or eliminated by TELUS, in its discretion, if you subscribe to specific combo programming packages or based on the technological platform used to deliver Programming to you.

6. Your Termination or Suspension of Programming

a) If you want to terminate all or a portion of your Programming

(i) Downgrading your Programming: You may terminate or downgrade the reception of any part of your Programming by notifying our Customer Service Centre, only if these two conditions are met: (x) any continuing Programming is subject to the minimum Programming requirements set out in Section 4(c); and (y) your Account is in good standing with all payments up to date. The Programming you request to be terminated will be deactivated effective as of the next billing cycle date after receiving your notice. Since you would have paid for the Programming you are terminating or downgrading in advance up to the next billing cycle date, no credit or refund will be payable in respect of such terminated or downgraded Programming. In addition, no deactivation fee will be payable in such case. However, if you are a subscriber and you attempt to downgrade your Programming below the minimum Programming commitment you have agreed to, certain fees or charges may be applicable.

(ii) Terminating or cancelling your Programming: You may terminate the reception of all of your Programming by notifying our Customer Service Centre. All the Programming you receive will be deactivated on the 30th day after receiving your notice to cancel. However, if you are not a month to month subscriber, and you attempt to deactivate all of your Programming, certain fees or charges may be applicable. If you are entitled to a credit for any amount in excess of \$10, TELUS will send you a cheque for that refund amount upon your request, but we will not provide

any refund or credit for an amount of less than \$10. If you have any questions regarding the return process, please call 310-MYTV (6988).

(iii) **Outstanding Balance:** If you cancel your right to receive and view any Programming, you are still responsible for payment of all outstanding balances accrued up to the date of termination.

b) If you want to temporarily suspend your Programming

You may temporarily suspend your right to receive and view the Programming at any time by contacting TELUS at 310-MYTV (6988), provided that your Programming is suspended for a minimum period of 6 consecutive weeks, and not greater than 7 consecutive months. TELUS charges an account administration fee. Upon reactivation, the minimum 1 month service requirement set out in Section 4(c) will apply. If you fail to call and reactivate your Account at the end of the permitted 7 month period, your Account will automatically be reactivated, billing will be resumed and you will receive the Programming you were receiving prior to its suspension. If you have temporarily suspended your Programming and decide during that time to terminate or downgrade your Programming pursuant to Sections 6(a) (i) or (ii) as applicable, your Account will automatically be reactivated prior to any such requested change taking effect so that the terms and conditions of Sections 6(a) (i) or (ii), as applicable, shall apply to your request to terminate or downgrade your Programming. You may be required to continue the payment of all rental and other fees applicable to you under this Agreement or other agreement with TELUS relating to your receipt of the Programming.

c) Your transfer of Account or DTH Equipment

If you are renting DTH Equipment from TELUS, you may not, without TELUS' prior written consent, transfer or assign your rights to the DTH Equipment to another person. Also, if you own or rent your DTH Equipment, you may not assign or transfer your rights to the Programming without our prior written consent. If you do, we may deactivate your Programming. You shall notify us immediately, but in any event not more than 5 days, after you move, sell, give away or otherwise transfer any part or all of your DTH Equipment to anyone else. You are considered to be the registered owner or lessee of your DTH Equipment listed on your Account, as the case may be, and beneficiary of the rights in the Programming until we receive such notice, and consent to the transfer of the DTH Equipment or Programming that you requested 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 it is transferred. To transfer your DTH Equipment to another person or TELUS Account, an administration transfer fee will be applied to the TELUS Account of the new owner.

d) Security Deposit

TELUS may require a security deposit from you (i) before the Services are provided, if you do not have a satisfactory credit history with TELUS or do not provide other proof of creditworthiness satisfactory to TELUS, or (ii) at any time this Agreement applies, if you have an unsatisfactory credit rating with TELUS as a result of your payment practices, or (iii) if you clearly present an abnormal risk of loss. Interest on any security deposit required by TELUS, at a rate equal to the rate established on January 1 and July 1 of each year for daily interest savings accounts at a chartered Canadian bank, shall be credited to your Account monthly. TELUS may apply any portion of the security deposit against unpaid charges on your Account at any time and, upon termination of this Agreement or where the conditions justifying the security deposit no longer apply, will refund any outstanding security deposit, with accrued interest, retaining only the amount then owing on your Account.

e) Term and Rates

At the end of the minimum term, if any, your TELUS Service will continue until (i) you terminate this Agreement upon a thirty (30) day notice to TELUS, or (b) TELUS terminates this Agreement as permitted herein ("Term"). Please note that all Programming, programming rates, packaging, fees and charges for other miscellaneous features or services, system access, late payment charges, termination or cancellation charges may change over the Term. Taxes are, in all cases, extra.

7. Limitation of Liability and Furnishing of Programming

a) Exclusion of Liability

To the extent permitted by applicable law and except as otherwise explicitly agreed to by TELUS, its affiliates, its suppliers (including Telesat Canada and Bell TV), and the employees, directors, officers and representatives of the foregoing will not be liable for the dth equipment, the services or any interruptions in programming or liable for any delay or failure to perform, if such delay or non-performance 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 dth equipment, the services or the programming provided to you and all such warranties are expressly excluded. In no event shall we have any liability for special, indirect, incidental, punitive, exemplary or consequential damages, or for economic losses (regardless of the theory of liability asserted, including negligence) relating to the dth equipment or resulting from our furnishing or failure to furnish any programming to you or from any fault, failure, deficiency or defect in the service or programming furnished to you. In no event shall TELUS, its affiliates, the directors, officers and representatives of the foregoing or its suppliers and Bell TV's liability to subscriber (regardless of the theory of liability asserted, including negligence) exceed the total value paid to TELUS by subscriber for programming in the month preceding your claim. 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 programming furnished to you.

b) Acknowledgement re: DTH Equipment

You acknowledge and agree that: (i) TELUS and Bell TV, are not the manufacturer, distributor, installer or retailer of your dth equipment, and therefore have no liability whatsoever for such equipment, including if the software in your ird or authorization device becomes disabled or modified due to the circumstances outlined in section 5(c) or updated or upgraded as outlined in section 4. Any rights and remedies with respect to the dth equipment can be found in the limited warranty accompanying the dth equipment and must be handled directly in accordance therewith; (ii) your ird and authorization device contains software that is under licence to, or owned by, Bell TV. Your licence to use this software is limited to receiving and viewing programming on the TELUS service is authorized only and for no other purpose. If TELUS or Bell TV has reasonable grounds to believe that you are receiving unauthorized programming, in whole or in part, or using the software for any other unauthorized purpose, TELUS and/or Bell TV reserves the right to modify or disable the software in your ird and smart card. Warning: if the software in your ird and/or smart card is disabled or modified, your receiver may not function properly. You may not modify, test, reverse engineer, decompile, tamper or access this software for any reason whatsoever; (iii) TELUS and/or Bell TV reserves the right, from time to time to update, replace or upgrade the software in your ird and authorization device (by swap, replacement, recall or otherwise) to ensure that it and your dth equipment that you either own or are renting from TELUS will remain compatible with and function properly with any technological advances or improvements made to the services. In certain circumstances, it may be necessary to modify or remove some software features to introduce new features and to ensure your ird and authorization device remains compatible with such technological advances or improvements.

c) Programming availability

All Programming is provided on a "subject to availability" basis. Certain Programming, including sports events, may be "blackout" 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. TELUS will not refund charges for the blackout period or temporary interruptions. In addition, TELUS, Bell TV, Their respective affiliates and the directors, officers, employees and representatives of the foregoing or

its suppliers, (including telesat canada), will not be liable for any loss or damage which you suffer as a result of any such blackout or temporary interruption. However, if TELUS causes a material interruption of Programming that is not related to natural phenomena or causes outside of its control, TELUS will provide a credit or refund, at your request, for the Programming interruption period. For greater certainty, no credit or refund will be provided for Programming interruptions resulting from TELUS disabling or modifying the software in an IRD and/or Authorization Device pursuant to Section 5(c) of this Agreement, or if TELUS can no longer provide any particular Programming for any reason.

d) Private viewing

The right we provide you to receive and view the Programming is for your private home viewing, use and enjoyment. You will not receive, view or exhibit the Programming outside of your private residence. The Programming 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 Programming provided by us.

e) Warning against piracy

It is against the law to receive the Programming, or any portion of the Programming, without paying for it (unless permitted to do so by TELUS). Doing so may result in civil or criminal penalty. TELUS also reserves the right to take any other action to prevent the reception of its Programming without payment to, or authorization by, TELUS, including the right to modify or disable, or cause the modification or disabling of, the software in the IRD and Authorization Device in accordance with Section 5(c) of this Agreement.

f) Additional rules for Pay Per View ("PPV") Programming

Unless otherwise indicated by TELUS at the time you place your order for PPV Programming, all sales of PPV Programming are final. If TELUS is unable to provide any PPV Programming that you have ordered, TELUS shall credit you the amount for that PPV Programming. TELUS shall have no other liability for cancelled events or failure to provide any PPV Programming. Certain PPV Programming may only be ordered if you also subscribe to other prerequisite channels on the TELUS Service. You shall indemnify and hold harmless TELUS from any claims, liabilities, losses or damages resulting from your use of PPV Programming in contravention of Section 7(d) or 7(e) of this Agreement. PPV Programming also includes season based sports PPV programming packages where a customer may have access to all or many games in a season of a professional sports league. Once you subscribe to a season based sports PPV programming package, your subscription is an ongoing one and will continue from season to season. To cancel, you must call 310-MYTV (6988) before the start of the next season since there are no refunds once a season has started.

8. Privacy

You agree that TELUS may continue to collect, use and disclose personal information about you for the purposes identified in the TELUS Privacy Commitment (as it may be amended from time to time), which can be viewed at www.telus.com. Those purposes are: 1. to establish and maintain a responsible commercial relationship with you and to provide ongoing service; 2. to understand your needs and preferences; 3. to develop, enhance, market or provide products and services; 4. to manage and develop our business and operation; and 5. to meet legal and regulatory requirements. When providing the DTH Services to you, TELUS will be acting as the agent of Bell TV, their successors and assigns, and must collect and share personal information about you to Bell TV. Information about Bell's privacy policies is available at www.bell.ca/privacy. You also agree that, for the purposes identified above, TELUS may share your personal information on a confidential basis with third party service providers. You acknowledge that if any such service provider is located in the U.S. or other foreign country, your personal information may be processed and stored in that country and may be accessed

by the governments, courts, and law enforcement or regulatory agencies of that country under its laws. More information about TELUS' privacy practices is available at the above Web site. If you have any questions or concerns about these privacy practices, you may call 1-800-567-0000 or send an e-mail to privacy@telus.com.

9. Miscellaneous Provisions

a) Applicable Law and Enforceability

TELUS is a federally-regulated undertaking and as such, this Agreement, including all matters relating to its validity, construction, performance and enforcement, shall be governed by applicable federal laws and regulations of Canada and only those provincial laws and regulations applicable to it. These terms and conditions are subject to amendment, modification or termination if required by laws or regulations. Each provision of this Agreement shall be construed as separable and divisible from every other provision and the enforceability of any one provision, or portion thereof, shall not limit the enforceability, in whole or in part, of any other provision hereof. If any provision in this Agreement is declared to be illegal or in conflict with any applicable law or regulation, that provision may be deleted or modified, without affecting the validity of the other provisions. The term "including" means including without limitation. The benefit of any provision limiting liability in favour of TELUS may be exercised by Bell TV or extended to include Bell TV.

b) Change of name, address or telephone number

You shall give us prompt notice of your change of name, mailing address, residency, address, telephone number and other relevant information by notifying our Customer Service Centre. Notices are deemed to have been received when they arrive at our Customer Service Centre.

10. Equipment

a) Equipment

All DTH Equipment not owned by you must be returned to TELUS upon termination of this Agreement for any reason. TELUS may charge you for all work and equipment supplied in order to extend existing TELUS network facilities to your premises, including any expenses incurred to secure rights of way, access and occupancy. TELUS is not responsible for the maintenance or repair of facilities or equipment owned by you, and does not guarantee that the Services will operate with all television sets, remote controls, home theatre components or other audio/visual equipment. The Services require electrical power to operate, which you must supply at no charge to TELUS, and you acknowledge and accept that you may lose service during a power outage unless you supply, install and maintain at your own expense a battery backup power system. You agree to provide TELUS agents and employees with access to the property and premises where the Services are provided in order to inspect the facilities and equipment used to provide the Services and to perform maintenance work. TELUS will provide reasonable notice of any such inspection or maintenance work on your premises, except in cases of emergency. You hereby agree not to sell, transfer, lease, assign any interest in, or encumber all or any part of any TELUS-owned equipment that has been provided for your use as part of the TELUS Services.

b) Purchased Equipment Subsidy

If you purchased the IRD or other DTH Equipment you use to receive the Services, you agree that TELUS has subsidized the purchase price for such DTH Equipment you use to receive the Services on the understanding that you will: (a) become a subscriber of the Service for the period you agree to when you subscribe for the Services and (b) activate the IRD with TELUS to receive the Service at the address you provide to us when you subscribe for the Service within 60 days of the date of purchase of the IRD. FAILURE TO ACTIVATE YOUR IRD WITHIN THIS 60 DAY PERIOD MAY RESULT IN A TELUS ACCOUNT BEING OPENED IN YOUR NAME AND A CHARGE BEING APPLIED TO EITHER YOUR TELUS ACCOUNT OR YOUR CREDIT CARD IN THE AMOUNT OF \$299 FOR EACH NON-ACTIVATED RECEIVER. You agree that these charges represent a reasonable estimate of damages suffered by TELUS as a result of your failure to

activate the receivers, or any of them, within the 60-day period.

c) Early Termination

If you choose to terminate your service (or if TELUS terminates your service for cause) prior to the end of your term commitment, you will be required to pay (as liquidated damages and not as a penalty) a cancellation fee of \$10.00/month for every month remaining in contract, in addition to all other amounts then due to TELUS.

d) Not a New Subscriber

You acknowledge and agree that the instant rebate given on the purchase of your IRD is for new subscribers to Service only. If following the activation of your IRD, it is determined that, when you subscribed for the Service, you had been a subscriber of the Service in the last six (6) months, you shall be deemed to be in material breach of this Agreement and TELUS may charge your TELUS Account the amount of \$200, which amount is a reasonable estimate of damages suffered by TELUS as a result of your breach.

