

## TV SERVICE AGREEMENT

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**Read carefully. This agreement imposes obligations on you. This service agreement (the 'service agreement') sets out the duties and responsibilities associated with you gaining access to our TV service (the 'TV service'). By requesting the TV service, you are indicating that you are of full legal age and have read and understand and agree to be bound by the terms and conditions set out in this document.**

1. For the purposes of this Service Agreement, 'we', 'us' and 'our' includes Bell Aliant Regional Communications, L.P. ("Bell Aliant"), its general partner, Bell Aliant Regional Communications Inc. and their respective affiliates and its and their employees, directors, officers, agents, representatives, subcontractors, interconnection service providers and suppliers. 'You' includes the person accepting this Service Agreement and any other person who gains access to the TV Service or our equipment with your express or implied permission.
2. In order to provide the TV Service and equipment requested, we require you to make a minimum commitment of one month, starting on the first day the TV Service is provided to you. You agree to pay all charges for the TV Service during this period, whether or not you continue to use the service for the entire period.
3. You will only access the TV Service from your Bell Aliant supplied connection and set top box. You may use our equipment only at the TV Service address identified on your invoice.
4. Any equipment we provide to you, except equipment you purchase outright, remains our property and may not be encumbered, loaned, leased or sold. You may not alter, modify, correct, improve or adjust the equipment in any way without our prior written consent. You agree to obtain appropriate insurance coverage for our equipment while the equipment remains in your possession and control.
5. You agree to pay all charges for the TV Service by the due date, including any charges related to pay-per-use programs ordered from your address, regardless of who places the order for those programs.
6. Past due accounts will be subject to late payment charges. Other fees and charges may also be assessed on delinquent accounts. For example, cheques which are dishonoured or returned for insufficient funds, or a refused bank account/credit card preauthorized debit will be subject to an "NSF Fee".
7. Any questions or discrepancies regarding invoice charges must be reported to us within 90 days of the billing date. Failure to contact us within this time period will constitute acceptance by you of all charges.
8. You agree to allow us access to your premises at all reasonable hours to install, inspect, repair, maintain, replace, disconnect and/or remove the TV Service and/or our equipment.
9. We may add or remove equipment made available by us in association with the TV Service without liability to you.
10. You will not use any equipment, telecommunication facilities or access connections provided by us other than as contemplated in this Service Agreement. You agree not to use the TV Service for illegal activity, for unauthorized access to other network systems or in any manner that negatively impacts the service levels of other customers.
11. Any unauthorized attachments to our cable or equipment, interfering or tampering with our cable or equipment, and/or unauthorized use of our signals are prohibited and may constitute theft under the Criminal Code of Canada (Subsection (1)(b) of Section 326).
12. You agree not to reproduce by any means any part of the network signal, except as specifically authorized by us in writing; however, you may use videotape recorders, personal video recorders or other similar devices for your private, non-commercial duplication of video programming.
13. You agree not to participate in the exhibition or distribution of the TV Service in a commercial or public setting or in any location which charges an admission fee, cover charge or like fee.
14. You agree that, upon cancellation or termination of the TV Service, you will return our equipment to one of our authorized dealers or otherwise reimburse us for the replacement value of the equipment.
15. We may terminate or amend this Service Agreement at any time at our sole discretion. We will provide you with notice of any changes.
16. If a service call is required to restore your TV Service, which has been terminated for non-payment, a service restoration charge will apply.

August 31, 2016

17. The TV Service is provided 'as is'; we make no warranties, whether express, implied or statutory, including but not limited to implied warranties of merchantability and fitness for a particular purpose, and no representations in relation to any matter connected to this Service Agreement including the TV Service, our network and/or our equipment.

18. We are not responsible for any damage caused by the installation or configuration of equipment, hardware and/or network settings whether this work is completed by us, you, an authorized dealer, or any other party.

19. You are responsible for all losses or damage to any of our equipment located on your premises. If you deliberately or through a lack of reasonable care, cause loss or damage to our equipment, you may be charged the cost of restoration or replacement of the equipment, with the cost to replace a set top box not exceeding \$300.

20. You assume total responsibility and risk for your use of the TV Service. You will indemnify us for any damages, losses, injuries, claims, demands, penalties, costs and expenses connected with any act or omission by you in relation to the installation and use of the TV Service.

21. Our liability to you for any claim for damages will not exceed the total amount paid by you to us during the total period related to the claim. We are not liable for any direct, indirect, special, punitive or consequential damages from events including loss of use, lost profits, damages to third parties and inability to use the TV Service.

22. You agree that by requesting the TV Service, you authorize us, or other parties acting on our behalf, to collect information pertaining to our equipment and your network usage. All information about you collected by us or on our behalf will be treated in accordance with our Privacy Policy.