



SHAW DIRECT TERMS OF SERVICE – CUSTOMER AGREEMENT
Updated January 23, 2014

You (the “Customer”) acknowledge and agree that by requesting, viewing or paying for any of the Services offered by Shaw Direct, you agree that the following terms and conditions (“Terms of Service”) apply to the provision of the Services. If there is any part of the Terms of Service you do not understand or you wish to clarify, please contact our Customer Care Centre.

1. **Definitions.** In this document, the following words have the meaning set out beside them:

“**Equipment**” means any or all of the Receiver(s), the Satellite Dish and any ancillary equipment necessary to receive the Services;

“**Receiver**” means the integrated receiver decoder/set top box that is connected to your television in order to decode the programming and is associated with your Shaw Direct account;

“**Satellite Dish**” means the dish antenna and related components that are installed on the outside of your home;

“**Service(s)**” means, as the context permits, any or all of the services that Shaw Direct provides to you from time to time, including without limitation, rental of Equipment, programming to one or more Receivers, Pay-Per-View services (“PPV”) and Video-On-Demand services (“VOD”) and mobile applications to deliver Shaw Direct authorized services.

“**Shaw Direct**”, “**we**”, “**our**” means Star Choice Television Network Incorporated, Shaw Satellite G.P. and any corporation that either of them controls, is controlled by or is under common control, together with their respective officers, directors, employees and authorized agents.

2. **General.** The Terms of Service set out below reflect the manner in which Shaw Direct provides the Services to you. We may find it necessary to change these Terms of Service, the Services or the amount of any fees or charges associated with the Services from time to time and will provide you with thirty (30) days advance notice of any material changes relating to these Terms of Service and your Services. This notice may be provided to you with or on your monthly statement or by separate notice. Non-material changes to these Terms of Service will appear on the Shaw Direct website at www.shawdirect.ca by way of updated versions of these Terms of Service. YOUR NON-TERMINATION OR CONTINUED USE OF THE SERVICES AFTER YOU ARE NOTIFIED OF THE CHANGES CONSTITUTES YOUR ACCEPTANCE OF THIS AGREEMENT AS MODIFIED BY SUCH CHANGES OR ADDITIONS. If you do not agree with any changes we make to the Terms of Service, you may cancel the Services by calling our Customer Care Centre. If we change the content of any programming, you agree that we have no obligation to replace or supplement the programming previously offered that has been changed or give you any refund or credit.

3. **Restrictions.** You acknowledge and agree that:

(a) the Services will only be provided to you in Canada;

(b) the service address associated with your account is located in Canada;

(c) you will not directly or indirectly use a single account in connection with more than one (1) service address;

(d) you will keep Shaw Direct advised of your service address and phone number(s) associated with your account at all times;

(e) no Equipment shall be removed from your current service address without the consent of Shaw Direct;

(f) no more than six (6) Receivers can be authorized on one account; and

(g) all Receivers are located at the service address listed on your account.

If any Receivers are not located at the service address listed on your account, we may disconnect all or any portion of the Services immediately and we shall have the right to charge you for any Services provided to any location that is not the service address.

4. Fees and Charges for Services. You agree to pay in full all amounts billed for Services, including all applicable taxes. All amounts are due on the due date set out in the monthly statement. We will bill you each month in advance for the Services, unless otherwise indicated on the statement. Amounts not paid by the due date are subject to interest and other charges as more particularly described here and in Section 5. If you have amounts outstanding more than thirty (30) days past the due date, your account may be subject to Service downgrades and restrictions from ordering PPV or VOD programming or from adding new Services. If you have amounts outstanding more than sixty (60) days past the due date, you will be subject to a processing fee of at least \$20 and subject to a disconnection of Services. Upon reconnection, you will be charged a reconnection fee of at least \$30. If you have any billing-related questions, please contact our Customer Care Centre.

5. Other Charges. In addition to the monthly fees due and payable for Services, you agree to pay the following charges, where applicable:

- (a) Installation fees.
- (b) **Interest:** In the event that payment is not received by Shaw Direct by the due date, you will be charged interest on all overdue amounts at the compound rate of two percent (2%) per month (26.8% per annum) or the highest interest rate permissible by law, until paid in full.
- (c) **Deposit:** Where programming has been disconnected, Shaw Direct may require that you pay a deposit prior to reconnection of the Services. Deposits will appear as credits on the Customer's account and any fees payable will be deducted each billing cycle from the deposit amount. Deposits will not accrue interest.
- (d) **Returned Payment Fee:** In the event that any institution on which the Customer's payment is drawn refuses to pay Shaw Direct for any reason and the cheque, money order, credit card payment, or other instrument is returned to Shaw Direct without payment, the Customer agrees to pay Shaw Direct a returned payment fee of at least \$25.00.
- (e) **PPV:** When you order Pay-Per-View movies or events you may be charged a service fee per movie/event ordered. Unless otherwise indicated at the time you place your order for PPV programming, all sales of PPV programming are final.
- (f) **Multi-Receiver Fee (MRF):** If you receive Services on two (2) or more Receivers, you will be subject to a monthly fee (of at least \$5.99) for the activation and continued use of multiple receivers on your account. If you are using the Services outside of a regular residential dwelling, you may be subject to additional fees for each receiver that receives Shaw Direct services.
- (g) **Replacement Receiver Non-Return Fee:** If Shaw Direct has replaced your Receiver, and you fail to return the old Receiver to Shaw Direct at the address indicated when you received your replacement unit within forty-five (45) days of the replacement order, your account will be charged a Replacement Receiver Non-Return Fee. This fee is based on the retail price of the Equipment and will vary depending on the model of Receiver being replaced. Shaw Direct is not responsible for any Receiver which is stolen, lost in transit or which fails to reach the designated return address.

6. Other Contracts. If you are a subscriber under a separate Shaw Direct contract (including a contract for equipment), please review that document for additional terms and conditions.

7. Seasonal Break. You are permitted to disconnect and reconnect Services for periods of not less than fourteen (14) consecutive days and not more than one hundred and eighty (180) consecutive days; provided that in each twelve (12) month period you may only disconnect the Services for a total of one hundred and eighty (180) days (a "Seasonal Break"). If you wish to schedule a Seasonal Break disconnect, at the time you make the request, you must give us instructions for automatic reconnection on

a date that is within one hundred and eighty (180) days from the date you request the disconnection. If you do not provide us with a reconnection date or the date of reconnection is greater than one hundred and eighty (180) days, then at the time of reconnection, you will be charged a reconnection fee of at least \$30. To arrange a Seasonal Break without charge, visit the self-service section of www.shawdirect.ca or use the Shaw Direct automated telephone system.

8. Termination and Default.

By You. Subject to any separate Shaw Direct contract that requires you to maintain your Services subscription for a specified period of time, you may terminate any part or all of our Services at any time by providing us with not less than thirty (30) days advance notice. You will be responsible for all of the Services charges until the thirty (30) days notice period has lapsed or until the Services have been otherwise cancelled or disconnected, whichever is later. You are responsible for payment of all outstanding amounts accrued up to the date of termination. If your Services have been disconnected for a Seasonal Break and you provide us notice of termination of all or any portion of your Services, such Services will automatically be reactivated for the thirty (30) day notice period commencing on the date you provide us notice of your intention to terminate such Services.

By Shaw Direct. We may immediately suspend or disconnect the Services at any time upon the occurrence of any of the following: (1) you fail to make full payment of amounts owing to Shaw Direct within sixty (60) days of their due date; (2) a breach by you of any of these Terms of Service that has not been cured within 10 days after you receive notice of such default; (3) you transfer or relocate any or all of the Services or any Shaw Direct-owned Equipment; (4) you assign or attempt to assign any of your rights, duties or obligations under these Terms of Service; or (5) any act of bankruptcy on your part or the commencement of bankruptcy proceedings against you.

9. Ownership. If you are participating in any Receiver rental program, you acknowledge and agree that the rental Equipment is and shall remain the exclusive property of Shaw Direct, that you will not sell, transfer, lease, encumber or assign all or any part thereof, and that the applicable Receiver is rented to you as part of your monthly charges. If you rent your Receiver, you acknowledge that you have no right to purchase the rented Receiver or other Equipment at any time. On termination of the Services, you will be required to return the rental Equipment to Shaw Direct in good working order. In the event that the rental Equipment is not returned, you hereby authorize Shaw to charge you for the retail price of such Equipment which may vary depending on the Equipment model.

10. Equipment Warranty.

- (a) Receiver(s): If you own your Receiver(s), you will receive the manufacturer's standard limited warranty applicable for a specified period of time after the date of purchase. In addition, Customers that own no more than one (1) Receiver may purchase from Shaw Direct, for a period no less than one (1) year, optional limited warranty coverage for their Receiver. Customers who receive Services on two (2) or more Receivers will automatically receive additional limited warranty coverage on each of their Receivers.
- (b) Satellite Equipment: If installed by an officially authorized Shaw Direct installer, exterior equipment is covered by a limited lifetime warranty. This warranty covers all outside equipment, including replacement and labour costs for the Satellite Dish, LNB, and outside wiring, provided that any damage was the result of normal use of the system and not pertaining to vandalism, theft, force majeure, tampering, accidental damage (direct or indirect) by a human or animal, insertion of any equipment not explicitly authorized by Shaw Direct, electrical surges and/or electrical issues not caused by Shaw Direct or use of the system in any manner other than intended by Shaw Direct. Items that are not covered by the warranty include: equipment damage or loss of signal as a result of tampering with the Satellite Dish and outside equipment; the DSR satellite receiver and remote control; replacement and labour costs arising from self installations and Satellite Dish and/or LNB upgrades.
- (c) No Warranty for Mobile Services. Shaw Direct does not warranty any product or service pertaining to the reception of mobile services or applications.

11. Installation.

- (a) For the purposes of these Terms of Service, "professional basic installation" shall include the following:
- Initial Customer contact by installer confirming the installation date and time.
 - Satellite Dish assembly and mounting to your home (single family structure.)
 - Placement and connection of hardware from Satellite Dish/LNB to one (1) Receiver.
 - Testing of entire Customer drop for functionality
 - Consultation concerning the options to connect the VOD services
 - Contact our Customer Care Centre for system activation.
 - Demonstration of Receiver operation to Customer.
 - Sealing of all entry holes plus installation of proper wall plates.
- (b) Costs. Any costs over and above a basic installation must be paid by the Customer directly to the installer. Additional hardware and installation charges may include, without limitation, additional mileage, cabling beyond 100 ft, fishing of lines, or multiple lines.
- (c) Self-Service Area. Installation may be performed by a Shaw Direct installer; however, if a Shaw Direct installer is not available in your area, Shaw Direct may provide a Satellite dish to you for self-install. At no time is Shaw Direct responsible for any injury to person or damage to property either directly or indirectly resulting from installation of Shaw Direct services by any individual, party or company that is not an officially approved Shaw Direct installer. Shaw Direct is also not responsible for any portion of costs incurred pertaining to installations made by any individual, party or company that is not an officially approved Shaw Direct installer.
- (d) Rental, Condo or Multiple Dwelling Units. Customers who reside in an apartment or other rental property must have obtained the consent of the owner or landlord to attach the equipment to the building prior to arranging installation. Customers who reside in a condominium or strata unit are required to have valid authorization (from the by-laws or otherwise from the governing body) to attach the equipment to the building prior to arranging installation. Shaw Direct is not responsible for any changes or damages made to any portion of property as the result of installation of Shaw Direct services made at the request of a tenant or occupant of a rental property, condominium, townhouse or any other multiple dwelling unit.

12. **No Waiver.** No failure to exercise and no delay in exercising, on the part of Shaw Direct, any right, power or privilege hereunder will operate as a waiver hereof.

13. **Collections.** In the event that Shaw Direct chooses to use a collection agency or legal counsel to collect any amounts owing by you or to assert any other right Shaw Direct may have against you by virtue of these Terms of Service, you agree to pay the reasonable costs of collection or other action including, but not limited to the costs of the collection agency, reasonable legal fees, and applicable court costs. You acknowledge that, in the event of your failure to pay amounts owing to Shaw Direct, Shaw Direct may notify credit and/or collection agencies of your non-payment, which may have an adverse effect on your ability to obtain credit.

14. **Content.** Shaw Direct shall have no liability with respect to the content of the programming provided to you.

15. **Liability for Unauthorized Use.** In the event that any of the Equipment is stolen or otherwise removed from your premises, you must notify our Customer Care Centre immediately, but in no event more than five (5) days after such removal. In the event that we are not notified accordingly, you shall be liable for unauthorized use of the Equipment and the Services until such time as we are notified.

16. **Compliance with Laws by Customer.** It is your responsibility to ensure compliance with all applicable building codes, zoning ordinances, covenants, conditions and restrictions (collectively "Laws") related to the installation of the Equipment provided under this Agreement, to pay any fees or other

charges, and obtain any permits or other authorizations necessary for installation of Equipment and reception of the Services. You are solely responsible for any fines or similar charges for installation or service in violation of any Laws. Removal of any of the Equipment due to failure to comply with any Laws will not alter or relieve your obligations under these Terms of Service. If you do not own the Equipment location, you represent that the installation of the Equipment has been approved as required by applicable Laws, and that Shaw Direct's interest in the Equipment will not be encumbered by any conflicting interest and you agree to indemnify Shaw Direct if this is not true.

17. **No Transfer.** Neither the Services nor any of the Equipment may be assigned or transferred by you without the prior consent of Shaw Direct.

18. **Viewing.** You acknowledge that the Services are to be viewed only at your service address and under no circumstances shall they be exhibited in any common or public area or for any public viewing purposes. Any exhibition other than as set forth above shall constitute a material breach by you and will result in deactivation of the Services. The programming may not be rebroadcast, reproduced, transmitted or performed except as in accordance with these Terms of Service, nor may an admission fee be charged for program viewing. If you are using any of the Services outside of a residential dwelling, you are responsible to ensure you have the appropriate rights granted to display any and all content.

19. **Blackouts and Temporary Interruptions.** Some of the services contained in the programming, including some subscription services, sports events, and/or broadcast network services, may be blacked out from time to time in your local reception area. Any circumvention of, or attempt to circumvent any such blackout shall constitute a material breach and may also result in legal action against you. Programming may also be subject to temporary interruptions due to natural phenomenon such as weather-related causes (thunderstorms, snowfall, etc.) Shaw Direct will not be liable for any loss, damage or inconvenience which you may suffer as a result of any blackout or temporary interruptions and will not refund charges for the blackout period or temporary interruption.

20. **Warning against Piracy.** It is against the law to receive the programming or any portion thereof, without the applicable payment to Shaw Direct. Any Customer who wilfully causes Equipment modification for the purposes of receiving the programming or any portion thereof without the applicable payment is an accessory to an offence and may be punished accordingly.

21. **Assignment of Account.** Shaw Direct may sell, assign, or transfer your account to a third party without notice to the Customer. In the absence of notice of the transfer, you shall continue to remit all payments to the address listed on the Shaw Direct billing statement.

22. **Applicable Law/Entire Agreement.** These Terms of Service shall be governed by the laws of the Province where your service address is located, and the laws of Canada, including the applicable rules and regulations of the Canadian Radio-television and Telecommunications Commission. The terms and conditions herein are subject to amendment, modification, or deletion if required by, or found to be in conflict with, applicable law or regulation, without affecting the validity or enforceability of the remaining terms and conditions. Subject to section 6 and any separate Shaw Direct contract that you may be under, these Terms of Service constitute the entire agreement between the parties with respect to the subject matter hereof and supersede and replace any and all prior agreements. In the event of inconsistency between this version of the Terms of Service and the version online at www.shawdirect.ca, the online version will prevail.

23. **Satellite Facilities and Equipment.** You acknowledge that the satellite facilities used by Shaw Direct in the provision of the programming may change from time to time. Similarly, the features, services or hardware and/or software abilities of any or all Equipment may change from time to time. You acknowledge that each time there is a change in the satellite facilities, realignment, replacement or relocation of your satellite dish or any of its components may be required. Should Shaw Direct charge Customers a fee to make such adjustments, notice of such fee would be communicated prior to any adjustments. Shaw Direct is not required to provide you with any features, software or hardware that are not essential to the reception of the Services. As such, any revision, removal or addition of features,

software or hardware are at the sole discretion of Shaw Direct and do not constitute a breach of this agreement.

24. Rights and Remedies. The rights and remedies available to Shaw Direct in these Terms of Service are cumulative and are in addition to any other right or remedy available to Shaw Direct at law or in equity.

25. Exclusion of Liability. To the extent permitted by applicable law, none of Shaw Direct, nor its suppliers (including Telesat Canada), will be liable for 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. In no event shall Shaw Direct be liable for any indirect, special, consequential or incidental damages, including but not limited to, loss of programming, loss of use of equipment or any other damages resulting from the breakdown or failure of equipment or mobile application, internet-related data charges, delays in servicing or the inability to service any equipment (or any component thereof) covered by any service warranty provided by Shaw Direct or otherwise, whether based on negligence or otherwise. We make no express warranties regarding the Services provided to you, and all implied and statutory warranties, including without limitation any warranty of merchantability and fitness for a particular purpose are hereby expressly disclaimed, except in provinces where implied or statutory warranties cannot be disclaimed, waived or limited. No warranty is provided whatsoever for the quality or continuous transmission. In no event shall Shaw Direct's liability to you exceed the total amount paid to Shaw Direct by you for the Services in the one (1) month period preceding the event that is the cause of the liability. The above disclaimer applies to all of Shaw Direct's affiliates, staff, contracted employees, representatives, affiliates, service providers and any authorized party acting as a representative of Shaw Direct. 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.

26. Arbitration / No Class Action. Any claim or dispute (whether in contract or tort) arising out of or relating to these Terms of Service, the Services, or any oral or written statements or representations relating to the Services or these Terms of Service (collectively a "Claim") will be referred to and determined by a sole arbitrator (to the exclusion of the courts) whose decision will be final and binding. Unless prohibited by law, you agree to waive any right you may have to commence or participate in any class action suit or proceeding against Shaw Direct arising out of or relating to any Claim and you also agree to opt out of any class proceedings against us. If you have a Claim you will give written notice to us at the address specified in Section 26, with a copy to General Counsel, Law, Suite 900, 630 – 3rd Avenue S.W., Calgary, Alberta, T2P 4L4. If we have a Claim we will give you notice to arbitrate at your billing address. Any arbitration of a Claim will be pursuant to such rules as you and we agree and failing agreement will be conducted by a single arbitrator pursuant to the laws and rules relating to commercial arbitration in the province where your service address is located that are in effect on the date of the notice to arbitrate.

27. Credit Checks. Shaw Direct reserves the right to examine your credit records at any time, whether before or after providing you the Services.

28. Contact. You may contact Shaw Direct via telephone at 1.888.554.7827, via the Shaw Direct website at www.shawdirect.ca/contactus or in writing at Suite 100, 2400 – 32nd Avenue NE, Calgary, Alberta T2E 9A7. Any contact in writing should include your name, the account number and the account holder's name (if different). Questions relating to billing should include an explanation of the suspected error.