

These are the terms and conditions of your Customer Agreement if you were a subscriber prior to March 17, 2010, and you have a renewal date that occurs after May 1, 2010, but only until such time as you renew or upgrade your Subscription.

Please note that if you fall within this description and you renew or upgrade your current Subscription following May 1, 2010, these terms and conditions will expire upon renewal or upgrade of your current Subscription for the Service and the terms and conditions of XM Canada's new Customer Agreement updated March 17, 2010, [available here](#), shall apply to your Subscription, in addition to applying to all other Subscriptions newly made or upgraded or renewed after March 17, 2010.

Terms and Conditions

Nav Traffic subscribers, please [click here](#) for Terms and Conditions

THIS AGREEMENT CONTAINS THE TERMS OF YOUR USE OF XM CANADA'S SATELLITE RADIO AND XM ONLINE SERVICES. IF YOU DO NOT ACCEPT THESE TERMS, WE WILL NOT PROCEED WITH YOUR SERVICE. BY ACCEPTING THESE TERMS AND CONDITIONS, THEY WILL BE LEGALLY BINDING ON YOU.

Thank you for choosing XM Canada. XM Canada is a registered business name of Canadian Satellite Radio Inc. XM Canada, through its strategic partner, XM Satellite Radio Inc. ("XM") broadcasts satellite radio programming only within the provinces and territories of Canada. To become an XM Canada subscriber, you must have reached the age of majority in your province or territory. If you have not, you may still use XM Canada, but only if the account was created by your parent or guardian. This is your copy of the XM Canada Customer Agreement. Please keep it for your records.

Contacting XM Canada

You may contact us between the hours of 6:30 am and 12:00 am Eastern Time Monday through Saturday and 8:00 am and 8:00 pm Eastern Time, Sunday, by calling 1-877-GET-XMSR (1-877-438-9677), or by writing to:

XM Canada
Attention: Listener Care Centre
175 Avenue Road
Toronto, Ontario
M5R 2J2

Listener Care Centre email address: care@xmradio.ca
Website Address: www.xmradio.ca

1. Our Service

a) Programming.

The Satellite Radio Service ("Radio Service") consists of (i) up to 130 channels of music, news, talk, sports, children's and other entertainment; and (ii) XM Canada Online ("Online Service" and collectively with the Radio Service, the "Services") consists of all commercial-free Radio Service music channels, plus additional and exclusive Online Service programming. XM Canada reserves the right to change programming at any time upon providing notice to you, at our sole discretion, including canceling, moving or adding particular channels. If you are dissatisfied with the modified programming, you may terminate your service with notice to XM Canada as outlined in Section 8. Not all content offered on XM Canada's Radio Service is available using the Online Service, and some content may have been modified for broadcast on the Online Service.

b) Recommended System Requirements for Online Service.

The Online Service is available to both PC and Mac users. Different system configurations will yield different results. We recommend the following system configurations:

PC:

- Internet Connection: Broadband
- Processor: Pentium III 1 GHz
- Memory: Minimum 256 MB RAM, minimum 64 MB Video RAM
- Operating System: Windows XP
- Sound: Soundcard w/ speakers or headphones
- Additional Software: Windows Media Player 10, Flash 7

- Browser Compatibility: Internet Explorer 6+, Firefox 1.0+, Netscape 7+ (Opera not supported); cookies must be enabled

Mac:

- Internet Connection: Broadband
- Processor: G4
- Memory: 256 MB RAM, 64 MB Video RAM
- Operating System: OS X
- Sound: Soundcard w/ speakers or headphones
- Additional Software: Windows Media Player 9, Flash 7
- Browser Compatibility: Firefox 1.0+ (Internet Explorer not supported); cookies must be enabled

c) Use Limitations.

You may not reproduce, rebroadcast, or otherwise transmit the programming, create unauthorized recordings of the programming, charge admission specifically for the purpose of listening to the programming, or distribute play lists of the Services. Notwithstanding the provisions of Section 11, we or any of our programming partners may prosecute violations of the foregoing against you and other responsible parties in any court of competent jurisdiction, under the rules and regulations of the Canadian Radio-television and Telecommunications Commission ("CRTC"), and other applicable laws. Subscription to the Services does not grant you the right to use any of our or our partners' trademarks. You also may not attempt to override or circumvent any of the usage rules, limitations, or security measures embedded into the Online Service. Only one concurrent login is permitted at any one time. You may login to the Online Service from any compatible Web Device (as defined below), but not from more than one Web Device at any one time. XM Canada will hold you fully liable for all claims and losses resulting from your use or misuse of the Online Service.

d) International Use Limitations.

To be a subscriber, you must possess a physical address in Canada. Subscribers may choose to access the Online Service internationally, but such use is not guaranteed by XM Canada, and is limited to web browser access and any applicable laws, regulations, or rules regarding the use of Web Devices, the Internet and the Online Service.

e) User Safety.

If you use the Services it is your responsibility to exercise prudent discretion and observe all safety measures required by law and your own common sense. You assume the entire risk related to your use of the Services. XM Canada assumes no responsibility for accidents resulting from or associated with use of the Services. The Services and the information provided thereby are provided "as is" and XM Canada disclaims any and all warranties and conditions, express and implied, with respect thereto or the transmission or reception thereof. In no event will XM Canada, its data suppliers, service providers, marketing/distribution, software or Internet partners or hardware manufacturers be liable to you or to any third party for any direct, indirect, incidental, consequential, special, exemplary or punitive damages or lost profits resulting from use of or interruptions in the transmission or reception of the Services.

f) Stock Ticker Usage (only applicable with certain XM Canada receivers).

Certain stock quote data on the Radio Service is the intellectual property of the relevant provider or third parties that provide such data to the relevant provider. All data is delayed by approximately 25 minutes. The data is protected by copyright and other intellectual property laws and all ownership rights remain with the relevant information service provider.

You may only use stock quotes retrieved from the Radio Service for your own personal and non-commercial purposes. You may not sell or otherwise make any stock quotes available to anyone else. You bear all risk from any use or results of using any stock quotes.

Transmission of stock quotes may be subject to arbitrary delays beyond our control. Neither XM Canada nor any stock quote provider warrants the accuracy, reliability, completeness or timeliness of the stock quote data. You acknowledge that the information service provider will not be liable to you or any third party for any losses arising from such delay. In no event will any information provider or XM Canada be liable to you for any loss or direct, indirect, incidental, consequential, special, exemplary or punitive damages or lost profits resulting from delay or loss of stock quotes on the Radio Service.

g) Channel Blocking and Monitoring.

Some programming may include explicit language. Channels with a high frequency of explicit language are indicated on your channel line-up and on the channel display with an "XL." It is your responsibility to impose

listening restrictions that you consider appropriate on others. Please contact our Listener Care Center 1-877-GET-XMSR (1-877-438-9677), or visit our website www.xmradio.ca for information on channel blocking. The Online Service is designed to appeal to a broad audience, and some programming may include explicit language. Channel blocking is not available with the Online Service; therefore it is your responsibility to impose listening restrictions that you consider appropriate on others.

h) Commercial Subscribers (Radio Service only).

1. In addition to the other terms of this Agreement, this subsection applies if you use the Radio Service in a commercial establishment. Channels with a high frequency of explicit language are indicated on your channel line-up and on the channel display with an "XL." These channels may not be appropriate for the patrons of a commercial establishment. If you use the Radio Service in a commercial establishment, you must inform us promptly of any complaints you receive from any patron about the content of our Radio Service. It is your responsibility to impose listening restrictions that you consider appropriate on others and for your patrons. Please contact our Listener Care Center 1-877-438-9677 or visit our website www.xmradio.ca for information on channel blocking. We reserve the right to block any channels from a commercial establishment based on listener complaints, CRTC inquiry, negative publicity, or similar factors.

2. If you use only XM Canada's Radio Service in a commercial establishment, without any additional source of music, and if your use of music is not otherwise expressly covered by a tariff of specific application approved by the Copyright Board of Canada, then payment of any copyright royalties in respect of the public performance of musical works or of published sound recordings of musical works that are payable to the Society of Composers, Authors and Music Publishers of Canada ("SOCAN") and the Neighbouring Rights Collective of Canada ("NRCC") in relation to the supply of background music on a commercial basis, will be the responsibility of XM Canada. If, however, the type of commercial establishment you operate, and your use of musical works and published sound recordings, gives rise to an obligation to pay copyright royalties to SOCAN and NRCC pursuant to a tariff of specific application approved by the Copyright Board of Canada, you, and not XM Canada, will be responsible for payment of these royalties. Moreover, XM Canada will not be responsible for ensuring that your commercial establishment has obtained any required license or other authorization from SOCAN, NRCC or any other applicable rights holding organizations appropriate to the type of commercial establishment you operate and will not be responsible for ensuring that you maintain any valid authorization for the time your commercial establishment is in receipt of the Radio Service. In the event that XM Canada is responsible for the payment of any copyright royalties to SOCAN and NRCC further to this paragraph, any change to the royalty rates currently payable to SOCAN and NRCC by XM Canada may result in a change to your subscription fee. Our subscription fees and other charges and fees are subject to change upon providing notice to you. Please do not include comments or questions with your payment. If paying against invoices, mail all payments to the following address:

XM Canada
175 Avenue Road
Toronto, Ontario
M5R 2J2

i) Commercial Use Prohibited (Online Service only).

The Online Service is not intended for public use. It is intended for private use and enjoyment, and you are not permitted to use the Online Service for broadcast or performance in a commercial establishment.

2. Change in Terms

Due to the evolving nature of our business, its competition, and the requirement and costs of programming suppliers, we reserve the right to change the terms on which we offer the Services from time to time, as we believe appropriate, including the fees and charges. If we make any such changes, we will send you advance notice describing them and their effective date, in the manner described in Section 12(a) and as required by applicable law. You always have the right to cancel the Services at any time if these terms are not acceptable to you. If you elect not to cancel your Services after receiving our notice of a change, your continued receipt of Services from us will constitute acceptance of the changed terms. If you notify us that you do not accept such terms, then we will cancel your Services as provided in Section 8.

In the event we elect to make available special offers and promotions which supplement or modify the terms and conditions set forth in these terms, the details of such special offers and promotions, including eligibility requirements for participation, will be made available separately. In the event of any conflict between the terms and conditions associated with a special offer or promotion and the terms and conditions of this Agreement, the terms of the special offer or promotion in question shall govern. The terms and conditions of this Agreement shall only be altered or amended by offers or promotions expressly authorized by us.

3. Radio Service Interruptions

Radio Service may be unavailable or interrupted from time to time for a variety of reasons, such as environmental or topographic conditions and other things we can't control. Radio Service might also not be available in certain places (e.g., in tunnels, parking garages, or within or next to buildings) or near other technologies. Home, portable and office-based receivers function best when the antenna is placed in or near a south-facing window with a clear view of the sky. Even if your antenna is near a south-facing window, certain window treatments could interfere with reception. We are not responsible for any interruptions of Radio Service that occur beyond our control.

4. Online Service Interruptions

Online Service availability may be limited or unavailable based on unavailability or difficulties with the Internet generally or your web browser, computer, home wiring, or Internet service provider and other things beyond our control. The Online Service is available at speeds of either 32 kbps or 64 kbps and functions best when streamed over a broadband connection. We do not guarantee continuous, uninterrupted or secure access to the Online Service and operation of the Online Service may be interfered with by numerous factors outside of our control.

5. Radios

a) Authorized Suppliers.

We do not make or install any of the equipment you may use to receive the Radio Service ("XM Radios"). We only provide the Radio Service. You must purchase your XM Radio, and any repairs, parts, installation or service for it, from authorized sellers or manufacturers. We are not liable for any damage to your vehicle or home resulting from installation of any XM Radio. We do not warrant any XM Radios in any way whatsoever and are not responsible for the advertising, statements, practices, promises, services or warranties of such sellers or manufacturers. If you have any complaints about your XM Radio or your installation, you should direct them to your authorized seller, manufacturer or installer. Returns of XM Radios are subject to your authorized seller's or manufacturer's return policy.

b) Multiple XM Radios.

If you add additional XM Radios to your account, you must purchase a separate subscription for each one (see Section 7). Such additional subscriptions may be eligible for reduced rates, which may be offered by XM Canada from time to time and a per radio activation fee will apply. Note that any reduced rates are conditional upon your account having multiple subscriptions. We will notify you regarding any required adjustments to your billing cycles necessitated by multiple subscriptions on a single account.

c) Loss of Radio.

You should report to XM Canada and cancel your subscription if your XM Radio is lost, stolen, sold, transferred or otherwise removed from your possession without your permission. Otherwise you will continue to pay for the Services.

d) Technology.

It is prohibited to copy, decompile, disassemble, reverse engineer or manipulate any technology incorporated in receivers compatible with the XM Satellite Radio system. Furthermore, the AMBE® voice compression software included in this product is protected by intellectual property rights including patent rights, copyrights, and trade secrets of Digital Voice Systems, Inc. The music, talk, news, entertainment, data, and other content on the Services is protected by copyright and other intellectual property laws and all ownership rights remain with the respective data service provider. You are prohibited from any export of the data (or derivative thereof) except in compliance with applicable export laws, rules and regulations. The user of this or any other software contained in an XM Radio is explicitly prohibited from attempting to copy, decompile, reverse engineer, or disassemble the object code, or in any other way convert the object code into human-readable form. The software is licensed solely for use within this product.

6. Online Service Equipment

a) XM Canada does not make or install any of the physical equipment, Internet connectivity or web browser software you may use to receive the Online Service ("Web Devices"). We only provide the Online Service. You must purchase your computer, laptop, alternate web device, modem or router, and Internet service, from appropriate sellers or manufacturers. XM Canada is not liable for any damage to your Web Devices resulting from use of the Online Service. XM Canada does not warrant any Web Devices in any way whatsoever and we are not responsible for the advertising, statements, practices, promises, services or warranties of such sellers or manufacturers. If you have any complaints about your Web Devices, you should direct them to the applicable seller, reseller, manufacturer, or service provider.

b) Login and Password.

Once your Online Service registration has been processed you are responsible for maintaining the confidentiality of your Confirmation Code, Email Address and Password. You are also fully responsible for all activities that occur in connection with your Login ID. At the end of each online session, you must completely log out of the Online Service. Also, should your Login ID or Password be lost, stolen, sold, transferred, compromised or otherwise

removed from your possession without your permission, contact XM Canada immediately so that your Login ID and Password may be deactivated and reissued. To report compromised Login ID information contact:

XM Canada
175 Avenue Road
Toronto, Ontario
M5R 2J2

care@xmradio.ca

c) Technology.

It is prohibited to copy, decompile, disassemble, reverse engineer, hack, manipulate, or otherwise make available any technology incorporated in receivers compatible with the XM Satellite Radio System or that support the XM Canada website, the Online Service or any of its content. Furthermore, the AMBE® voice compression software included in this product is protected by intellectual property rights including patent rights, copyrights, and trade secrets of Digital Voice Systems, Inc. You also agree not to upload, post, transmit or otherwise make available any material that contains software viruses or any other computer code, files, or programs designed to interrupt, disable or limit the functionality of the XM Canada website or the Online Service. Furthermore, the music, talk, news, entertainment, data and other content on the Services are protected by copyright and other intellectual property laws and all ownership rights remain with the respective content and data service providers. You are prohibited from any export of the data (or derivative thereof) except in compliance with applicable export laws, rules and regulations. The user of this or any other software contained in an XM Radio or the XM Canada website and all software used in connection with either is explicitly prohibited from attempting to copy, decompile, reverse engineer, or disassemble the object code, or in any other way convert the object code into human-readable form. The software is licensed solely for use within this product.

7. Payment

In return for receiving our Services, you agree to pay us as follows:

a) Subscription Fee.

You will pay in advance, by credit card, at the applicable consumer or commercial rates in effect at the time of payment, for any Services ordered for use with your XM Radio (including Services ordered by your children or other family members), with or without your permission, through all periods until the Services are canceled. All subscription fees for annual or multi-year plans are payable in advance. You will be responsible for all subscription fees, other charges and fees and purchases under your account. Our subscription fees and other charges and fees are subject to change upon providing notice to you. Please do not include comments or questions with your payment. If paying against invoices (commercial subscribers only), mail all payments to the following address:

XM Canada
175 Avenue Road
Toronto, Ontario
M5R 2J2

b) Billing Statements.

You will not receive monthly statements unless you request them. Statements are sent via mail unless otherwise requested. Statements will show:

- (1) payments, credits, purchases, and any other charges to your account;
- (2) the amount you owe us; and
- (3) the payment due date.

c) Administrative Fees.

In order to minimize our monthly subscription fees, we may charge you one or more of the following fees, all of which are subject to change upon providing notice to you:

1. Activation Fee: For each XM Radio on your account, we may charge you a fee to activate, upgrade or modify your Radio Services. The addition of premium channels, if any, may require an additional transaction fee. The fee is payable with your first subscription fee payment.
2. Late Fee: If we do not receive your payment by the billing due date we may charge you a late fee of up to \$5.00 per month or partial month until the delinquent amount is paid in full, subject to applicable law. We do not extend credit to customers and this late fee is not an interest charge. This fee is reasonably related to the actual expense we incur due to late payment and may be subject to limitations set forth by law in your province or territory.
3. Deposits: If you wish to reactivate your Services after a deactivation for non-payment, you must pay your account in full and we may require a deposit before we reactivate your Services. Deposits will appear on your bills as credits, from which we will deduct our charges. Deposits will not earn interest.
4. Returned Payment Fee: If any bank or other financial institution refuses to honor any payment of yours, we may charge you a collection fee that is the lesser of (i) \$20.00; and (ii) the maximum amount permitted under applicable

law. You acknowledge that this collection fee is not an interest charge, finance charge, time price differential or other such charge or payment of a similar nature and it is reasonably related to the actual expense we incur due to unsatisfied payment.

5. Invoice Fee: If you elect to receive a paper copy of your invoice, we may charge you a fee of up to \$2.00 per invoice.

6. Cancellation: If you cancel an annual or multi-year subscription prior to the expiry of the annual or multi-year subscription, we may charge you an administration fee of up to \$150.00, according to your subscription level.

7. Hardware Transfer: If you wish to transfer an annual or multi-year subscription to a different XM Radio prior to the expiry of the annual or multi-year subscription, we may charge you a transfer fee of up to \$100.00.

d) Questions About Your Statement.

If you have a question about your Services or bill, or if you would like to change or reactivate your Services, call us at 1-877-GET-XMSR (1-877-438-9677) or write to care@xmradio.ca or regular mail at the address on the first page. We will respond to you as promptly as we can. If you write to us, please include the following information:

- Your name and XM Canada account number;
- The dollar amount in question; and
- The details of your question.

Please do not include any payment with your correspondence. If you wish to dispute any charge, you must contact XM Canada within 30 days after the date you receive the statement in question (see Section 11 "Resolving Disputes" for how to notify XM Canada that you are disputing a charge): OTHERWISE YOU WAIVE YOUR RIGHT TO DISPUTE THE CHARGE. Undisputed portions of the statement must be paid by the due date to avoid a late fee and possible deactivation of the Services.

e) Payments.

You must pay in Canadian dollars using a credit card. The outstanding balance is due in full each payment period. We may, in our discretion, accept partial payments, which will be applied to the oldest outstanding statement. No "payment in full" notation or other restrictive endorsement written on your payments will restrict our ability to collect all amounts owing to us.

f) If You Don't Pay On Time.

We expect you to pay your account balance on time. If you don't pay your account balance on time, we may deactivate your Services after any applicable grace period. If you purchased an annual or multi-year subscription to any Services and your account is past due, we may convert your subscription to a quarterly or monthly subscription. If so, we will prorate your subscription and amounts owed to us and will apply your pre-payments to past due amounts and any remaining credit to future obligations.

g) Consents Regarding Credit.

In order to establish an account with us, you authorize us to inquire into your creditworthiness, by obtaining a credit/consumer report and other credit and personal information from credit/consumer reporting agencies and financial institutions, and to exchange with any credit/consumer reporting agency and financial institution credit and personal information relating to this Agreement and details of any credit granted (including, without limitation, payment history relating to the credit granted) for the purposes of XM Canada determining creditworthiness and for the purposes of permitting other credit grantors to do the same.

h) Change of Address or Credit or Charge Card Information.

You must notify us immediately of any change in your name, mailing address, residence address, e-mail address, telephone number or credit or charge card information.

i) Taxes.

You will pay all taxes or other government fees and charges, if any, which are assessed based on your use of the Services and the billing address you provide to XM Canada.

j) Lifetime Subscription Plan.

A "Lifetime Subscription" is one that continues for the life of the receiver equipment. A Lifetime Subscription is transferable from one receiver to another receiver, up to a maximum of three (3) times. Each permitted transfer of a Subscription is subject to a transfer fee. If you transfer a Lifetime Subscription from one receiver to another or from one person to another, you will be charged a transfer fee. The current transfer fee is set forth in these Terms. No transfer fee will be charged for the transfer of a Lifetime Subscription associated with a receiver installed by an automaker or an automotive dealer if, in the sole discretion of XM Canada or XM Satellite Radio Inc., the receiver is defective. Lifetime Subscriptions are nonrefundable. You may cancel a Lifetime Subscription but if you cancel during the first year of service you may be charged a cancellation fee as set forth in these Terms.

8. Cancellation

a) Term.

The term of this Agreement is indefinite and Services will continue until canceled. Annual or multi-year subscription plans will, unless we receive notice from you to the contrary, renew automatically at their expiry for a term of the same length as the initial pre-paid subscription at then current rates. A notice will be sent to you in accordance with subsection 12 (a) advising you of the pending renewal of your subscription and the effective date of the renewal.

b) Your Cancellation.

You may cancel Services by notifying us. If you cancel your Services within thirty (30) days from the date you first activate your Services, your notice will become effective within one (1) business day of providing notice and you will be entitled to a full refund of your activation fee as well as any subscription fees that you have paid for your Services. If you cancel your Services at any time after the first thirty (30) days of receiving your Services, your notice will become effective within one (1) business day of providing notice. You will be responsible for payment of all outstanding balances accrued through the date notice of termination is effective. We (or the creditor or lessor of your vehicle, if your Subscription Fee is included in the amount financed or leased) will refund amounts you have prepaid representing that time period beyond the date notice of termination is effective for which you have not used your Services less any applicable Administrative Fees.

c) Our Cancellation.

We may cancel your Services at any time if you fail to pay amounts owing to us when due, subject to any grace periods, for breach of any other material provision of this Agreement or for any other reason. In such case, you will still be responsible for payment of all outstanding balances accrued through that effective date. You must comply with all of the terms and conditions of this entire Customer Agreement or we may cancel your Services.

9. Collection of Information

You consent to XM Canada's use, collection and disclosure of your personal information for the following purposes: (i) to provide service(s) and/or products to our customers; (ii) to maintain commercial relations and to communicate with our customers (which will include, but not be limited to: billing, collection, advertising, promotion, account verification); (iii) to evaluate customers' financial status and eligibility for credit; (iv) to identify customer needs and/or preferences; (v) to meet legal and regulatory requirements; (vi) to administer and manage our business operations; and (vii) as otherwise required or permitted by law. XM Canada may disclose a customer's personal information to: (i) another company for the provision of our services to that customer; (ii) a person involved in the development, promotion, marketing or enhancement of XM Canada services; (iii) a credit collections agency; (iv) a person, who, in the reasonable estimation of XM Canada, is an agent of the customer; and (v) any other third party, upon receiving the consent of the customer or as required by law. Such disclosures may in some cases be to recipients outside of Canada. Occasionally, XM Canada will communicate to you special bonus and new product offers that we think may be of value to you. XM Canada may retain third parties to assist it in marketing such new or additional XM Canada products and services to our customers (and for such purpose may share personal information with such third parties) but will not otherwise disclose or make available any personal information to any third parties seeking to market their products to XM Canada's customers. All XM Canada customers have the right to choose not to participate in direct marketing of new products and services from XM Canada. If you wish to opt-out of receiving targeted communications from XM Canada in electronic, printed or verbal format (other than information included with your monthly bills), simply inform us in writing at the address on the first page. Further information on XM Canada's privacy policies, as well as access to any such personal information for purposes of review, correction and updating, may also be obtained by writing to the Privacy Officer at the address on the first page.

10. Limits on Responsibility

a) DISCLAIMERS.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, WE MAKE NO WARRANTY, CONDITION OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING THE RADIO SERVICE OR YOUR XM RADIO. YOUR USE OF THE ONLINE SERVICE IS AT YOUR SOLE RISK. THE CONTENT AND FUNCTIONALITY OF THE ONLINE SERVICE IS PROVIDED "AS IS" WITHOUT ANY WARRANTY OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED. ALL SUCH WARRANTIES, CONDITIONS OR REPRESENTATIONS (INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT) ARE HEREBY DISCLAIMED. YOU MAY HAVE GREATER RIGHTS THAN DESCRIBED ABOVE UNDER YOUR PROVINCE OR TERRITORY'S LAWS.

b) LIMITATIONS OF LIABILITY.

WE ARE NOT RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OR LOSSES OR LOST PROFITS RELATING TO THE USE OR PURCHASE OF ANY XM RADIO OR ANY WEB DEVICE, THE RADIO SERVICE OR THE ONLINE SERVICE, WHETHER BASED ON NEGLIGENCE OR OTHERWISE. OUR TOTAL LIABILITY TO YOU AND ANY OTHER PERSONS RECEIVING

OUR SERVICES, REGARDLESS OF THE CAUSE, WILL IN NO EVENT EXCEED THE AMOUNTS THAT YOU HAVE PAID TO US FOR THE SERVICE THAT YOU RECEIVED DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRIOR TO THE SPECIFIC EVENT THAT GAVE RISE TO THE APPLICABLE DAMAGE OR LOSS. THIS ALLOCATION OF RISK IS REFLECTED IN OUR PRICES. YOU MAY HAVE GREATER RIGHTS THAN DESCRIBED ABOVE UNDER YOUR PROVINCE OR TERRITORY'S LAWS.

c) You agree to defend, indemnify and hold harmless XM Canada from and against any claims arising out of your use of the Services and any breach by you of this Agreement. This indemnification obligation includes the acts or omissions of anyone accessing the Online Service using your Login ID, with or without your permission.

11. Resolving Disputes

In order to expedite and control the cost of disputes, you agree that, except to the extent contrary to applicable law, any legal or equitable claim relating to this Agreement, or the Services (referred to as a "Claim") will be resolved as follows:

a) Informal Resolution.

We will first try to resolve any Claim informally. Accordingly, neither of us may start a formal proceeding for at least 60 days after one of us notifies the other of a Claim in writing. To initiate a claim, you must send notice to the address on the first page of this Agreement. If XM Canada initiates a claim, we will send our notice to the billing address on file with us.

b) Formal Resolution.

If we cannot resolve a Claim informally, any Claim either of us asserts will be resolved only by binding arbitration in accordance with the UNCITRAL Arbitration Rules in force at the time the arbitration is initiated. All disputes arising out of or in connection with this Agreement, or in respect of any legal relationship associated with or derived from this Agreement shall be arbitrated and finally resolved pursuant to the National Arbitration Rules of the ADR Institute of Canada, Inc. The place of the arbitration shall be the City of Toronto, Ontario, Canada.

Nothing in this Agreement shall affect our ability to terminate your Services for non-payment of amounts owed to us when due. Furthermore, nothing in this Agreement will prevent us from bringing an action in a court of competent jurisdiction in order to collect any unpaid amounts.

12. Miscellaneous

a) Notice.

Notices to you will be deemed given when deposited in the mail or on the date that an e-mail is sent. Mailed notices may be included in our statements or emails to you. We may also provide notice to you by telephone, which will be deemed given when a message is left with you or someone answering the telephone at your residence or commercial establishment. Your notices to us will be deemed given when we receive them at the address (regular or e-mail) or telephone number set forth on the first page of this Agreement.

b) Applicable Law.

The interpretation and enforcement of this Agreement shall be governed by the rules and regulations of the CRTC, other applicable federal, provincial or territorial laws. This Agreement is subject to modification if required by such laws.

c) Assignment of Account or Agreement.

We may assign your account or this Agreement and all rights and/or obligations hereunder to any third party without notice for any purpose, including without limitation collection of unpaid amounts, in the event of an acquisition, corporate reorganization, merger or sale of substantially all of the party's assets to another entity. You hereby consent to such assignment. You must continue making all required payments to us in accordance with your billing statement, unless notified otherwise.

d) Other.

This Agreement together with your Subscriber Confirmation Form states our entire agreement. No salesperson or other representative is authorized to change it for you, although XM Canada may modify it (see Section 2). If any provision is declared by a competent authority to be invalid, that provision will be deleted or modified to the extent necessary, and the rest of this Agreement will remain enforceable. The specific terms of this Agreement that expressly or by their nature survive termination shall continue thereafter until fully performed.

e) French Language.

The parties confirm that it is their express wish that this agreement, as well as any other documents relating to this agreement, including notices, schedules and authorizations, have been and shall be drawn up in the English language only. Les parties aux présentes confirment leur volonté expresse que cette convention, de même que tous les documents s'y rattachant, y compris tous avis, annexes et autorisations s'y rattachant, soient rédigés en

langue anglaise seulement.

THANK YOU FOR CHOOSING XM CANADA. XM CANADA is a registered business name of Canadian Satellite Radio Inc.

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