

CUSTOMER AGREEMENT

TERMS AND CONDITIONS

Effective: June 19, 2019

Thank you for choosing to become a subscriber (“**Subscriber**”, “you” or “your”) of SiriusXM Canada. SiriusXM Canada is the registered business name of Sirius XM Canada Inc. (“**SiriusXM Canada**”, “**SiriusXM**”, “**us**”, “our” or “**we**”). SiriusXM Canada broadcasts the satellite radio services (the “**Satellite Radio Service**”) only within the provinces and territories of Canada (“**Service Area**”).

This Agreement contains the terms and conditions (the “**Terms**” or “**Customer Agreement**” or “**Agreement**”), which apply to your paid, trial, or other subscription in Canada (“**Subscription**”) to the Satellite Radio Service and/or SiriusXM Internet Radio service (the “**Online Service**”) and/or any Equipment Technology (as defined below) relating thereto. The Satellite Radio Service, Online Service, our traffic and weather services, including marine weather, and any of our other programming, data and Equipment Technology for radio, television, online, portable, wireless, mobile, and other receivers now known or later developed (“**Receivers**”), will be collectively referred to as the “**Service**” or the “**Services**”. To subscribe to the Service, you must have reached the age of majority in your province or territory. If you have not, you may still use the Service, but only if the account was created by or with the consent of your parent or guardian. These Terms will remain in effect until modified or terminated. This is your copy of the SiriusXM Canada Customer Agreement. Please keep it for your records.

Not applicable to Residents of Québec*: Automatic Renewal: Your Subscription will continue for the length of the initial term you select and at the end of your prepaid Subscription term, it will automatically renew, with appropriate notice to you (if applicable), for additional terms of same length or less at the rate in effect at the time of renewal, unless you choose to cancel prior to that renewal, or your Service is cancelled, terminated, or discontinued by you or by us, or you select a different plan.

Applicable only to Residents of Québec*: Services will be provided to you for an indeterminate term and billed to you for the agreed-upon billing period and will continue, with appropriate notice to you (as applicable), at the rates and conditions as modified from time to time, until cancelled, terminated or discontinued by you or by us, or if you select a different plan.

PLEASE READ THESE TERMS OF SERVICE CAREFULLY BEFORE ACCESSING OR USING OUR WEBSITE (“**Site**”) OR OUR SERVICES. BY ACCESSING OR USING OUR SITE OR SERVICES, YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS.

DO NOT USE OUR SITE OR SERVICE IF YOU DO NOT AGREE WITH THESE TERMS. SIRIUSXM CANADA PROVIDES YOU WITH, AND YOU AGREE YOU HAVE RECEIVED, AN EXPRESS OPPORTUNITY TO ACCEPT AND DECLINE THESE TERMS AND CONDITIONS AND TO CORRECT ERRORS BEFORE YOU ENTER INTO THE SIRIUSXM CANADA CUSTOMER AGREEMENT WITH SIRIUSXM CANADA IN RESPECT OF THE SERVICE, BY (A) REGISTERING YOUR CONSENT WITH US (SUCH AS VIA A CLIENT CARE REPRESENTATIVE, INTERACTIVE VOICE RESPONSE SYSTEM OR ONLINE SUBSCRIPTION) OR (B) ACTIVATING THE SERVICE, YOU AGREE WITH THE TERMS AND CONDITIONS OF THE AGREEMENT, INCLUDING THE LIMITS ON OUR LIABILITY AND AGREE TO CAUSE ALL PERSONS WHO USE THE SERVICES OR RECEIVER UNDER YOUR ACCOUNT TO COMPLY WITH THIS AGREEMENT. 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.

CONTACTING SIRIUSXM CANADA

You may contact us between the hours of 8:00 am and 11:00 pm ET Monday through Saturday and Sunday from 8:00 am to 8:00 pm ET by calling 1-888-539-7474, or by writing to:

Mailing address:
SiriusXM Canada
Attention: Customer Care Centre
135 Liberty St., 4th Floor
Toronto, Ontario
M6K 1A7

Customer Care Centre email address:
care@siriusxm.ca (English)
soutien@siriusxm.ca (French)

Website Address:
www.siriusxm.ca

A. Our Service

1. Changes to Programming: The Service consists of a variety of music, sports, news, and entertainment programming. We reserve the right to change, rearrange, add, or delete programming, including canceling, moving or adding particular channels, at any time, with or without notice to you. If you are dissatisfied with the modified programming, you may terminate your service with notice to SiriusXM Canada as outlined in Section H. Your continued use of the Service following any programming changes will constitute your acceptance of such changes. Not all content offered on the Satellite Radio Service is available using the Online Service, and some content may have been modified for broadcast on the Online Service.

2. Use Limitations: We provide the Service only for your personal, non-commercial enjoyment. You may not make commercial use of, 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. If your intended use is for commercial purposes you must subscribe to a Music For Business plan in accordance with Subsection A(8) below and pay our commercial rate. If you use any Service for commercial purposes, we reserve the right to charge you our commercial rate retroactively to the beginning of your Subscription. Notwithstanding the provisions of Section K, 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 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 in Subsection F(1), but not from more than one Web Device at any one time. SiriusXM Canada will hold you fully liable for all claims and losses resulting from your use or misuse of the Service and/or the Online Service.

3. Recorded Content: Certain types of our radios and Receivers have the ability to record programming transmitted over the Service ("Recorded Content") and is not intended for commercial use. Subject to your radio's restrictions and applicable laws, you may access such Recorded Content only as long as you pay your Subscription Fee as it becomes due. We reserve the right to change, reduce, eliminate or charge a fee for this and/or related functionality.

4. International Use Limitations: To be a Subscriber, you must possess a physical address in Canada. We reserve the right to verify any address you provide, and to terminate your Service and keep any payments you have made to us, in the event you have provided an incorrect address. The Online Service is intended to be enjoyed within the Service Area only.

5. User Safety: It is your responsibility to exercise prudent discretion and observe all safety measures required by law and your own common sense in using the Services. You assume the entire risk related to your use of the Services. SiriusXM 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 SiriusXM Canada disclaims any and all representations, warranties and conditions, express and implied, with respect thereto or the transmission or reception thereof. In no event will SiriusXM 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. See also Section J, Limits on Responsibility.

6. Stock Ticker Usage (Only Applicable with Certain SiriusXM Canada Receivers): Certain stock quote data on the Satellite Radio Service is the intellectual property of the relevant provider or third parties that provide such data to the relevant provider. 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 Satellite 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 SiriusXM 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 SiriusXM 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 Satellite Radio Service. See also Section J, Limits on Responsibility.

7. 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 with an "XL." It is your responsibility to impose listening restrictions that you consider appropriate on others. We are not responsible for content that you or anyone else may find inappropriate. Please contact our Customer Care Center at 1-888-539-7474 or visit our website www.siriusxm.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.

8. Commercial Subscriptions – Music For Business: In addition to the other terms of this Agreement, this subsection applies if you use the Satellite Radio Service or Online 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 Satellite Radio Service or Online Service in a commercial establishment, you must inform us promptly of any complaints you receive from any patron about the content of our Satellite Radio Service or Online Service. It is your responsibility to impose listening restrictions that you consider appropriate on others and for your patrons. Please contact our Customer Care Centers for information on channel blocking at care@siriusxm.ca (for enquiries in English) or soutien@siriusxm.ca (for enquiries in French). We reserve the right to block any channels from a commercial establishment based on listener complaints, CRTC inquiry, negative publicity, or similar factors.

Your commercial subscription authorizes you to play the Satellite Radio Service or Online Service live in public in your establishment for the purpose of providing Background Music as contemplated by SOCAN Tariff No. 16 (2010-2011) and Re:Sound Tariff 3.A – Background Music Suppliers (2010-2013), and their successor tariffs. You may not copy or record the broadcasts or the music provided by the Satellite Radio Service or Online Service. If you use the Satellite Radio Service other than to provide Background Music as contemplated by SOCAN Tariff No. 16 (2010-2011) and Re:Sound Tariff 3.A – Background Music Suppliers (2010-2013), and their successor tariffs, you, and not SiriusXM Canada, will be responsible for the payment of any tariffs or royalties associated with such use and you will be responsible for obtaining the clearances from rights holders or their representatives necessary for such use. Any change to the royalty rates currently payable by SiriusXM Canada to copyright collective societies, including the Society of Composers, Authors and Music Publishers of Canada ("SOCAN") and Re:Sound Music Licensing Company ("Re:Sound") may result in a change to your commercial subscription fee. Our commercial subscription fees and other charges and fees are subject to change upon providing notice to you. If paying against invoices, mail all payments to the

following address:

SiriusXM Canada
Attention: Commercial Sales Manager
135 Liberty St., 4th Floor
Toronto, Ontario
M6K 1A7

9. Online Service (SiriusXM Internet Radio Service): You may listen to our Online Service on one single internet enabled device at one time. If you have multiple Subscriptions to the Service, you may be eligible to receive an additional Online Service account (username/password) for each such Subscription. You have the obligation to protect your username and password from unauthorized use. To access the Online Service your account must be in good standing and you must be in compliance with these Terms. Certain devices designed to work with the Online Service may require a separate subscription. We may or may not offer the same content on all of our platforms of the Service. Our Online Service may be unavailable or interrupted from time to time for a variety of reasons, such as unavailability or difficulties with the Internet generally or your web browser, computer, home wiring, or Internet service provider and/or other reasons that we cannot control. Our Online Service functions best when streamed over a broadband connection. We do not guarantee continuous, uninterrupted or secure access to the Online Service and are not responsible for any service degradations and/or interruptions that occur.

You may not rebroadcast our Online Service in any way. You may play our Online Service through speakers or headphones for personal listening. You may not make any recordings of, or otherwise duplicate, the content provided by our Online Service. In addition, you may not re-transmit or otherwise distribute the content provided by our Online Service in any way, including online streaming such content or making such content available for download. You may not re-skin, re-package, decompile, reverse engineer, disassemble our Online Service, or construct a media player or interface that accesses our Online Service. In addition, your use of any products or services that access our Online Service and which are provided by third parties not authorized by us to access our Online Service constitutes a violation of these Terms, even if you did not create such product or services and/or do not understand how they were created.

All content offered on the Satellite Radio Service may not be available on the Online Service and vice versa. Similarly, not all content offered on any of the Sirius or XM Services is available through the other modes of distribution (such as through the Internet, satellite TV, wireless, or other distribution affiliates we may engage from time to time).

The Online Service is intended to be enjoyed within the Service Area only. Your manipulation or “spoofing” of a Web Device as defined in Subsection F(1) or any other activities undertaken to deliver to our servers a false geographical location is a violation of this Agreement. If you disable the geographical location tools on your Web Device and no other method of determining your location is available to us then you will not have access to the geographically restricted channels on your Internet-enabled device regardless of your location.

10. Use of The Site: You assume all responsibility for use of our Site. You agree that any person using your identification issued for the Site will be treated and deemed by us as having been authorized by you to access your information as contained on the Site, and to have been authorized by you to take any other actions on your behalf. You will indemnify and hold harmless SiriusXM Canada and its affiliated companies from all damages, costs, expenses, liabilities and claims incurred by them arising out of any action taken by any person or entity using your username/password on the Site. You also waive all claims against SiriusXM Canada, its officers, directors, employees, suppliers and programmers that may arise from the utilization of the Site. At the end of each online session you should completely log out of the Service. Should your login ID or username/password be lost, stolen, sold, transferred or otherwise removed from your possession without your permission, contact us immediately so that your personal identifiers may be deactivated and reissued.

11. Interactive Services: We may provide an opportunity for users to exchange information, ideas and opinions on our Site. Information, ideas and opinions posted by users do not necessarily reflect the views of SiriusXM Canada. We do not assume responsibility or accept liability for any information, materials, ideas and opinions posted by users (“**User Content**”). We are not liable for any claims, damages or losses resulting from or relating to User Content. We reserve the right to remove any User Content posted on our Site in our sole discretion, without notice. If you post any User Content on our Site, you agree that it does not and will not:

- Harass, defame, intimidate or threaten another user;
- Interfere with another user’s rights to privacy;
- Distribute chain letters, surveys or contests;
- Post any material that is defamatory (i.e., disparaging to the reputation of an individual or business);
- Post any material that is obscene or indecent;
- Post any trademarks, logos or copyrighted material without the authorization of the owner;
- Post any materials that may damage the operation of a computer (such as a virus, worm or Trojan horse); or
- Advertise or sell any goods or services.

By posting User Content, or sending any other material to us (“**Material**”), you represent and warrant that the Material is original to you and that no other party has any rights to the Material and you grant us and our affiliates the royalty-free, unrestricted, worldwide, perpetual, irrevocable, non-exclusive and fully sub-licensable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such Material (in whole or part), including any information, suggestions, ideas, drawings or concepts contained in such Material, worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed. You are and will remain responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of such Material.

12. Changes to Packages and Plans: You have the right to change your subscription “**Package**” (e.g., ask us to change from “**Select**” to “**Premier**”). You also have the right to change your subscription “**Plan**” (e.g., ask us to change from a Monthly Plan to a 3-Year Plan). How the change will affect your account and charges will depend upon the choices you make. Each Subscription to the Satellite Radio Service is tied to one Receiver. You may have multiple Receivers and multiple Subscriptions. Service fees and balances are typically account-related

but sometimes Receiver-related. If you add additional Receivers to your account, you must purchase a separate Subscription for each one.

If you change an existing package or plan and keep the same Receiver, we will charge you the difference for the new Subscription. If the new fee is less than the fee for your current package or plan on the same Receiver, you may request a refund or leave the credit on your account. If the credit is left on your account, it will be automatically applied to the next charge. A Subscription you give up may be subject to early cancellation fees or nonrefundable prepayments, subject to applicable law. SERVICE CREDITS WILL BE HONORED IN THE FORM OF SERVICE FOR THE REMAINING LENGTH OF THE CREDIT. IF CUSTOMER CARE PUTS A SERVICE CREDIT ON YOUR ACCOUNT AS AN ACCOMMODATION, AND NOT DUE TO A CHANGE IN SERVICE, SUCH UNUSED SERVICE CREDITS WILL EXPIRE UPON TERMINATION OF YOUR SUBSCRIPTION AND MAY NOT BE TRANSFERRED TO ANOTHER PERSON. Lifetime, automotive pre-packaged, and certain promotional Subscriptions are nonrefundable; if you make changes to such Subscriptions, no Service credits will be due on your account.

B. MODIFICATION TO TERMS:

1. Amendment to Terms:

Not applicable to Residents of Québec*:

Due to the evolving nature of our business, its competition, and the requirement and costs of programming suppliers, we reserve the right to unilaterally change the terms on which we offer the Services from time to time, as we believe appropriate, including the rates, fees and charges. Any changes or modifications will be effective on at least thirty (30) days' notice to you, and such changes shall become effective once you use the Service after such thirty (30) day period (which use shall be deemed to conclusively indicate acceptance of such changes).

If we make any such changes, we will post a notice on our Site that these Terms have changed and the effective date of such change and provide you with a description of such changes and a means for you to respond should you not accept such changes and therefore wish to terminate your subscription. We may also send you an entirely new set of terms to replace these Terms. YOU ALWAYS HAVE THE RIGHT TO CANCEL THE SERVICES AT ANY TIME IF CHANGES TO 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 H. For greater certainty, in default of notifying SiriusXM Canada within the said deadline, you will be deemed to have accepted the amendment, and any subsequent cancellation will result in the obligation to pay the penalty or cancellation indemnity, if applicable.

Applicable only to Residents of Québec*:

Due to the evolving nature of our business, its competition, and the requirement and costs of programming suppliers, SiriusXM Canada may from time to time amend each of the clauses of the Agreement, including subscription fees, other charges and fees and the nature of the Services. SiriusXM Canada will send you, at least thirty (30) days before the amendment comes into force, a written notice drawn up clearly and legibly, setting out the new clause only, or the amended clause and the clause as it read formerly, the date of the coming into force of the amendment and your cancellation rights. You may refuse this amendment and cancel the Agreement thus amended without cost, penalty, or cancellation indemnity, but after payment of the amounts owed for use of the Service up to the cancellation date, if the amendment entails an increase in your obligations or a reduction in SiriusXM Canada's obligations, by sending SiriusXM Canada a notice to that effect, via its customer service (Subsection L(1)), no later than thirty (30) days after the amendment comes into force.

Subscription plans will, unless we receive notice from you to the contrary, continue automatically at the expiry of their billing period at then current rates, payable in advance. Except for subscription plans whose billing term is less than six (6) months, we will inform you of the expiry date of your billing period by means of a written notice sent between the 90th and 60th day before such expiry date. A notice will be sent to you in accordance with Subsection L(1) advising you of the pending continuation of your subscription and the effective date of the new billing period.

2. Special Offers: 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 these Terms, the terms of the special offer or promotion in question shall govern. The Terms shall only be altered or amended by offers or promotions expressly authorized by SiriusXM Canada.

C. SATELLITE RADIO SERVICE INTERRUPTIONS:

Satellite Radio Service may be unavailable or interrupted from time to time for a variety of reasons, such as environmental or topographic conditions and other reasons we can't control. Satellite Radio Service may 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 Satellite Radio Service that occur beyond our control.

D. 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 reasons beyond our control. The Online Service functions only 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.

E. RECEIVERS AND OTHER EQUIPMENT:

1. Authorized Suppliers: You may access and use the Service only with equipment authorized to receive the Service. However, we do not make or install any of the Receivers or related equipment, including antennas, adapters, adhesive devices, cables, etc. ("**Equipment**") you may use to receive Service. You must purchase your Receiver and Equipment, and any repairs, parts, installation or service for it, from authorized sellers or manufacturers. We are not liable for any damage to your vehicle, home or other personal or real property resulting from installation or use of any Receiver or Equipment. We do not warrant any Receiver or Equipment 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 Receiver, Equipment or installation, you should direct them to your authorized seller, manufacturer or installer. Returns of Receivers or Equipment are subject to your authorized seller's or manufacturer's return policy.

2. Multiple Receivers: Each Subscription to the Satellite Radio Service is tied to one Receiver. If you add additional Receivers to your account, you must purchase a separate Subscription for each one (see Section G). Such additional subscriptions may be eligible for reduced rates, which may be offered by SiriusXM 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.

3. Loss of Equipment: Because your Satellite Radio Service Subscription is tied to a particular Receiver, if your Receiver is lost, stolen, sold, transferred or otherwise removed from your possession without your permission, you must cancel or suspend your Subscription or you will remain responsible for the payment obligations for your Satellite Radio Service under the terms of your Subscription, regardless of your use of the Satellite Radio Service.

4. Technology: It is prohibited to copy, decompile, disassemble, reverse engineer or manipulate any technology incorporated in Receivers compatible with the SiriusXM Satellite Radio Service. 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 a SiriusXM Radio Receiver 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.

F. ONLINE SERVICE EQUIPMENT:

1. We Only Provide the Online Service: You must purchase your computer, laptop, alternate physical equipment, Internet connectivity or web browser software or other hardware or software you may use to receive the Online Service ("**Web Devices**"), modem or router, and Internet service and/or any other appropriate hardware and/or software, from appropriate sellers, resellers, manufacturers or service providers. SiriusXM Canada is not liable for any damage to your Web Devices resulting from use of the Online Service. We are not responsible for and do not warrant any Web Devices in any way whatsoever and are NOT responsible for the advertising, statements, practices, promises, services or warranties of such sellers, manufacturers or installers. If you have any complaints about your Web Device, you should direct them to the applicable seller, reseller, manufacturer, or service provider. Subscription fees for the Service do not include any wireless data usage, download, or web browser fees or charges that you may incur. Contact your wireless provider for all pricing details relating to such fees or charges.

2. 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 SiriusXM Canada immediately so that your Login ID and Password may be deactivated and reissued. To report compromised Login ID information contact:

Phone:

Between the hours of 8:00 am and 11:00 pm ET Monday through Saturday and Sunday from 8:00 am to 8:00 pm ET by calling 1-888-539-7474, or by writing to:

Mailing address:
SiriusXM Canada
Attention: Customer Care Centre
135 Liberty St., 4th Floor
Toronto, Ontario
M6K 1A7

Customer Care Centre email address:
care@siriusxm.ca (English)
soutien@siriusxm.ca (French)

3. Technology: It is prohibited to copy, decompile, disassemble, reverse engineer, hack, manipulate, or otherwise make available any

technology incorporated in Receivers compatible with the SiriusXM Satellite Radio System or that support the SiriusXM Canada Site, 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 SiriusXM Canada Site 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 a SiriusXM Radio or the SiriusXM Canada Site 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.

G. PAYMENT:

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

1. Subscription Fee: You will pay in advance, by credit card, prepaid card or any other form of payment accepted by SiriusXM Canada, at the applicable consumer or commercial rates in effect at the time of payment, for any Services ordered for use with your SiriusXM Radio (including Services ordered by your children or other family members under your Subscription), with or without your permission, through all periods until the Services are cancelled.

All subscription fees 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 unilateral change upon providing notice to you as set out in Subsections B(1) and L(1) of these Terms. Subscription fees for the Service do not include any wireless data usage, download, or web browser fees or charges that you may incur. Contact your wireless provider for all pricing details relating to such fees or charges. Please do not include comments or questions with your payment. If paying against invoices (commercial Subscribers only), mail all payments to the following address:

SiriusXM Canada
135 Liberty St., 4th Floor
Toronto, Ontario
M6K 1A7

2. Billing Statements: You will not receive monthly statements unless you request them. Subject to Subsection G(3)(6) below, statements are sent via mail unless otherwise requested. Statements will show:

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

3. Administrative Fees: In order to minimize our monthly subscription fees, we may charge you one or more of the following fees, if applicable, all of which are subject to change upon providing notice to you in accordance with Subsection L(1):

1. Activation Fee: For each SiriusXM Radio on your account, we may charge you a fee to activate, upgrade or modify your Satellite Radio Services. The fee is payable with your first subscription fee payment. The addition of premium channels, if any, may require an additional transaction fee.

2. Music Royalty and Administrative Fee (MRF): Subscriptions which include music channels are charged a Music Royalty and Administrative Fee. For further details on this fee see the FAQs: <https://www.siriusxm.ca/about-music-royalty-and-administrative-fees-faq/>.

3. 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. You acknowledge that this late 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 late payment and may be subject to limitations set forth by law in your province or territory.

4. 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 not earn interest under any circumstances.

5. 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.

6. Invoice Fee: If you elect to receive a paper copy of your invoice or account history, we may charge you a fee of up to \$5.00 per invoice.

Subsection G.3.7. Not applicable to Residents of Québec*:

7. Cancellation: If you cancel an annual or multi-year Subscription prior to the expiry of the annual or multi-year Subscription more than thirty (30) days after the date, as applicable, that you: (i) first activate your Service; (ii) renew your subscription in accordance with Subsection H(1); (iii) accept changes to these Terms in accordance with Subsection B(1); or (iv) upgrade to a new Subscription plan,

we may charge you an administration fee of up to \$150.00, according to your subscription level. See Subsection G(10) below for cancellation of Lifetime Subscriptions.

8. Hardware Transfer Fee: If you wish to transfer an annual or multi-year Subscription to a different SiriusXM Radio Receiver prior to the expiry of the annual or multi-year subscription, we may charge you a transfer fee of up to \$100.00. Each permitted transfer of a Subscription is subject to a transfer fee. If you transfer a Lifetime Subscription associated with a home, portable, or dock and play Receiver we may charge you a transfer fee of up to \$100.00. SATELLITE RADIO SERVICE SUBSCRIPTIONS ARE TRANSFERABLE ONLY TO THE EXTENT PROVIDED FOR HEREIN. A LIFETIME SATELLITE RADIO SUBSCRIPTION IS NOT TRANSFERABLE IF IT IS ASSOCIATED WITH A RECEIVER INSTALLED BY AN AUTOMAKER OR AN AUTOMOTIVE DEALER IN A VEHICLE, EXCEPT IN THE EVENT THE ORIGINAL RECEIVER ASSOCIATED WITH THAT LIFETIME SUBSCRIPTION PLAN IS STOLEN, ACCIDENTALLY DAMAGED OR, IN OUR SOLE DISCRETION, IS DEFECTIVE. No transfer fee will be charged for the transfer of a Lifetime Subscription Plan associated with a Receiver installed by an automaker or an automotive dealer if, in our sole discretion, the Receiver is defective.

4. 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, contact us via one of the following methods:

Phone:

Between the hours of 8:00 am and 11:00 pm ET Monday through Saturday and Sunday from 8:00 am to 8:00 pm ET by calling 1-888-539-7474, or by writing to:

Mailing address:
SiriusXM Canada
Attention: Customer Care Centre
135 Liberty St., 4th Floor
Toronto, Ontario
M6K 1A7

Customer Care Centre email address:

care@siriusxm.ca (English)
soutien@siriusxm.ca (French)

We will respond to you as promptly as we can. If you write to us, please include the following information:

- Your name and SiriusXM 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 SiriusXM Canada within thirty (30) days after the date you receive the statement in question (see Section K "**Resolving Disputes**" for how to notify SiriusXM Canada that you are disputing a charge). Undisputed portions of the statement must be paid by the due date to avoid a late fee and possible deactivation of the Services.

5. Payments: You must pay in Canadian dollars using a credit card, prepaid card or any other form of payment accepted by SiriusXM Canada. 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.

6. 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.

7. Consents Regarding Credit: In order to establish an account with us, you authorize us to inquire into your credit history 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 SiriusXM Canada determining creditworthiness and for the purposes of permitting other credit grantors to do the same.

8. 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.

9. 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 SiriusXM Canada.

10. Lifetime Subscription Plan: A "**Lifetime Subscription**" is one that continues for the life of the Receiver equipment. A Lifetime Subscription associated with a home, portable, or dock and play Receiver 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 the Hardware 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. A LIFETIME SUBSCRIPTION IS NOT TRANSFERABLE IF IT IS ASSOCIATED WITH A RECEIVER INSTALLED BY AN AUTOMAKER OR AN AUTOMOTIVE DEALER IN A VEHICLE, EXCEPT IN THE EVENT THE ORIGINAL RECEIVER ASSOCIATED WITH THAT AUTOMOTIVE PLAN IS STOLEN, ACCIDENTALLY DAMAGED OR IF, IN THE SOLE DISCRETION OF SIRIUSXM CANADA,

THE RECEIVER IS DEFECTIVE. NO TRANSFER FEE WILL BE CHARGED FOR THE TRANSFER OF A LIFETIME SUBSCRIPTION PLAN ASSOCIATED WITH A RECEIVER INSTALLED BY AN AUTOMAKER OR AN AUTOMOTIVE DEALER, IF IN OUR SOLE DISCRETION, THE RECEIVER IS DEFECTIVE. LIFETIME SUBSCRIPTIONS ARE NON-REFUNDABLE. 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.

11. Credentials: A copy of your credentials, which may include your payment card, account number or payment token, will be stored by SiriusXM Canada for future charges. Where possible, we subscribe to services whereby Card Issuers provide us with updated Card Information so that you do not need to update us with new credentials every time they are created. Please check with your Card issuer to determine if your card is eligible for this service.

H. CANCELLATION:

1. Term:

Not applicable to Residents of Québec*: The term of this Agreement is **indefinite** and Services will continue until cancelled. 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 L(1) advising you of the pending renewal of your subscription and the effective date of the renewal.

Only applicable to Residents of Québec*: The term of this Agreement is **indefinite** and shall remain in effect until one of the parties has cancelled it in accordance with this Agreement.

2. Your Cancellation:

Not applicable to Residents of Québec*:

You may cancel your Subscription at any time. In order to cancel your subscription you must call us at 1-888-539-7474 during our normal business hours. Your termination will be effective **thirty (30)** days after you provide notice of termination in accordance with these Terms, unless a shorter period is required by applicable provincial law, in which case such shorter period shall apply. For security purposes, we may require you to provide certain information to validate your identity prior to cancelling your Services.

1. If you cancel your Services **within** thirty (30) days from the date you first activate your Services, 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.

2. If you cancel your Services **after** the first thirty (30) days from the date, as applicable, of: activating your Services; renewing your Subscription in accordance with Subsection H(1); accepting changes to these Terms in accordance with Subsection B(1); or upgrading to a new Subscription plan. Upon such cancellation, you will be responsible for payment of all outstanding balances accrued through the date notice of termination is effective. We 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.

3. If you cancel your Services **within** the first thirty (30) days from the date, as applicable, of: renewing your Subscription in accordance with Subsection H(1); accepting changes to these Terms in accordance with Subsection B(1); or upgrading to a new Subscription plan, you will be responsible for payment of all outstanding balances accrued through the date notice of termination is effective. We 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 and no Administrative Fees will be applicable (other than those already incurred). If you cancel Services that have been identified as a Lifetime Subscription, all prepaid amounts are treated as non-refundable.

Only applicable to Residents of Québec*:

You may cancel this Agreement at any time and at your discretion by notifying us in accordance with Subsection L(1), via telephone during our normal business hours, or by notifying us at the address provided above under "**Contacting SiriusXM Canada**". Your cancellation will become effective on the sending of the notice or the future date specified in the notice. For security purposes, we may require you to provide certain information to validate your identity prior to cancelling your Services.

Upon such cancellation, you will be responsible for payment of the price of the Services provided to you calculated at the rate provided in your subscription plan. You will be entitled to a refund of any Subscriptions fees paid in advance and for which no Services were yet provided.

IN THE UNLIKELY EVENT THAT WE CEASE BROADCASTING THE SERVICE, FOR ANY REASON, ALL PREPAID SUBSCRIPTIONS WILL BE TREATED AS NONREFUNDABLE.

3. Our Cancellation:

We may cancel this Agreement at any time if you fail to pay amounts owing to us when due, subject to any applicable 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 these entire Terms or we may cancel your Agreement.

We may also cancel this Agreement in writing at any time on notice of at least sixty (60) days before the date of cancellation even if you have not defaulted on any of your obligations.

I. COLLECTION OF INFORMATION:

You consent to SiriusXM 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.

SiriusXM Canada may disclose a customer's personal information to: (i) another company which is an authorized mandatory or agent for the provision of our services to that customer; (ii) a person involved in the development, promotion, marketing or enhancement of SiriusXM Canada services to the extent described in paragraph three below; (iii) a credit collections agency; (iv) a person, who, in the reasonable estimation of SiriusXM 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, SiriusXM Canada will communicate to you special bonus and new product offers that we think may be of value to you. SiriusXM Canada may retain third parties to assist in our marketing such new or additional SiriusXM 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 SiriusXM Canada's customers. The only information that will be communicated for such purpose are your name, telephone number, geographical address and/or technological address.

All SiriusXM Canada customers have the right to choose not to participate in direct marketing of new products and services from SiriusXM Canada. If you wish to opt-out of receiving targeted communications from SiriusXM Canada in electronic, printed or verbal format (other than information included with your monthly bills), simply inform us in writing at the address (regular or email) above. In such a case, your personal information collected for such purpose will not be made available to third parties assisting SiriusXM Canada in the marketing of its new or additional products and services.

The personal information that is retained by SiriusXM Canada is kept in a secure environment and is updated from time to time. Only those employees of SiriusXM Canada who require access to your information in order to accomplish the purposes identified above will be given access to your file. Employees of SiriusXM Canada who have access to your information are made aware of how to keep it confidential. Further information on SiriusXM Canada's privacy policies may be obtained online, and 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 (regular or email) above.

J. LIMITS ON RESPONSIBILITY:

1. Disclaimers: EXCEPT AS EXPRESSLY PROVIDED HEREIN, WE MAKE NO WARRANTY, CONDITION OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING THE SATELLITE RADIO SERVICE OR YOUR SIRIUSXM 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 REPRESENTATION, WARRANTY OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED. ALL SUCH CONTRACTUAL 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.

2. 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 SIRIUSXM RADIO OR ANY WEB DEVICE, THE SATELLITE RADIO SERVICE OR THE ONLINE SERVICE, WHETHER BASED ON NEGLIGENCE OR OTHERWISE. THIS ALLOCATION OF RISK IS REFLECTED IN OUR PRICES. YOU MAY HAVE GREATER RIGHTS THAN DESCRIBED ABOVE UNDER YOUR PROVINCE OR TERRITORY'S LAWS. **EXCEPT TOWARDS RESIDENTS OF QUÉBEC***, 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.

3. You agree to defend, indemnify and hold harmless SiriusXM 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.

K. RESOLVING DISPUTES:

Not applicable to Residents of Québec*:

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:

1. Informal Resolution:

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

2. Formal Resolution:

If we cannot resolve a Claim informally, subject to applicable provincial laws, 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.

L. MISCELLANEOUS:

1. Notice: Notices to you will be deemed given when deposited in the mail or on the date that an e-mail is sent. Notices may be included in our statements or other communications 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 telephone number, or in writing at the address, set forth above under "**Contacting SiriusXM Canada**".

2. 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 and, **for Residents of Québec* only**, the laws of the province of Québec. This Agreement is subject to modification if required by such laws.

3. 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, or 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.

4. Entire Agreement: 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 SiriusXM Canada may modify it (see Section B). 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.

5. 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. 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. The Customer Agreement Terms and Conditions are also available in French at siriusxm.ca/fr/conditions-generales.

THANK YOU FOR CHOOSING SIRIUSXM CANADA.

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* "**Residents of Québec**" means residents of Québec who enter into an Agreement to which the *Consumer Protection Act* (Québec) applies.