

TERMS AND CONDITIONS ~~Terms and Conditions~~

Please note: This Customer Agreement applies to all SiriusXM Canada subscribers ~~whose subscriptions commenced on or after January 5, 2018~~. This Customer Agreement also applies to subscribers who have renewed, upgraded, or modified their subscriptions on or after **January 5, 2018**. **Otherwise:** If you are a SiriusXM Canada subscriber whose subscription predates **January 5, 2018** and your subscription has not been renewed or modified since, then ~~click here for the Customer Agreement applicable to your subscription.~~

Last Updated: ~~June 19, 2019~~ May 2023

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.

FOR NON-SELF ACTIVATED TRIAL SUBSCRIPTIONS, THIS AGREEMENT WILL BE DEEMED BINDING ON YOU IF YOU DO NOT CANCEL YOUR SUBSCRIPTION WITHIN SEVEN (7) DAYS OF RECEIPT OF THIS AGREEMENT OR THIRTY (30) DAYS FROM THE DAY YOU ARE ABLE TO USE OUR SERVICE, WHICHEVER IS SOONER. (THIS PARAGRAPH IS NOT APPLICABLE TO INDIVIDUALS TO WHOM THE QUÉBEC CONSUMER PROTECTION ACT APPLIES).

TO CANCEL YOUR SUBSCRIPTION PLEASE FOLLOW THE INSTRUCTIONS FOUND IN SECTION "H" BELOW.

Trial Subscriptions to our Service will automatically stop at the end of your trial period, unless otherwise stated in our offer details, or if you purchase a paid Subscription.

If you purchase a Subscription (as defined below), it will continue under this Agreement for the length of the Plan you have selected (e.g. Annual, Semi-annual, Quarterly, etc.), and will automatically continue for additional periods of the same Plan length, or on a monthly basis, or for the length described in the offer you select, at the rates in effect at that time, unless you cancel it.

ANY DISPUTE REGARDING THIS AGREEMENT SHALL BE RESOLVED IN ACCORDANCE WITH SECTION "K" BELOW.

Important Notice: We have updated our Terms and Conditions. [Click Here](#) to learn more about what has changed.

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, ad-supported, or other subscription in Canada ("**Subscription**") to the Satellite Radio Service ~~and/or SiriusXM Internet Radio service (the "**Online, our streaming services (the "**Streaming Service**")**~~, and/or any other services we offer and/or any Equipment Technologytechnology (as defined below) relating thereto. The Satellite Radio Service, ~~Online Streaming~~

Service, our traffic and weather services, (including marine weather and aviation), data and infotainment services, 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(s)” 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 of residence.~~ These Terms will remain in effect until modified or terminated. If you purchase, redeem or activate a Subscription through an authorized third party (such as through Google, Apple, Roku, and any of their affiliates, or any other authorized reseller of the Services) (each an “External Service”), then you will also be subject to the terms and conditions supplied by the External Service in addition to this Agreement. You, as the account holder, are the subscriber when receiving Sirius XM Subscription Services. This is your copy of the SiriusXM Canada Customer Agreement. Please keep it for your records.

Subscriptions are available to a variety of programming packages, and we refer to them in this Agreement as “Plans.” Plans are available in a variety of recurring payment schedules. Not all payment schedules are available for all Plans. You have the right to change your Plan.

~~Not applicable to Residents of Québec*:~~ **Automatic Renewal:** Your Subscription, including those with a free or discounted introductory period, will continue for the length of the initial term you select and at the end of your prepaid your selected paid Plan (“Subscription term, Term”) and 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 Plan. (This paragraph is not applicable to Residents of Québec*:-)

For 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.~~

CONTACTING 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.~~

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 during our support hours provided here www.Siriusxm.ca/contact-us, at 1-888-539-7474, by using SiriusXM CHAT online at <https://www.siriusxm.ca/contact-us/>, or by writing to:~~

Mailing address:
SiriusXM Canada
Attention: Customer Care Centre
4000-351 King Street East, 10th Floor

Toronto, ON-Ontario
M5A 0L6

Customer Care Centre email address:

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

Website Address:

www.siriusxm.ca

All hours of call center operation are subject to change without notice. Please check here <https://www.siriusxm.ca/contact-us> for the most up-to-date hours.

A. ~~Our Service:~~OUR SERVICE:

1. Changes to Programming: The Service ~~consists of~~includes a variety of music, sports, news, podcast, infotainment and entertainment programming, as well our Aviation and Marine services. 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 to the Streaming Service is permitted at any one time for each subscription, unless otherwise indicated in the description of your chosen Subscription Plan. You may login to the ~~Online Streaming 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 Streaming Service~~.

3. Recorded Content: ~~Certain types~~Some of our radios and Receivers have ~~the a~~limited 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 if~~ you pay your Subscription Fee (as defined below) as it becomes due. We reserve the right to change, reduce, eliminate or charge a fee for ~~this~~Recorded Content and/or its 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 for Service provided, 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~~ lineup 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 Streaming~~ Online Streaming Service is designed to appeal to a broad audience, and some programming may include explicit language. Channel blocking is not available with the ~~Online Streaming~~ Online Streaming 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~~ Terms of this Agreement, this subsection applies if you use the Satellite Radio Service or ~~Online Streaming~~ Online Streaming Service in a commercial establishment. Channels with a high frequency of explicit language are indicated on your channel ~~line-up~~ lineup 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 Streaming~~ Online Streaming 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 Streaming~~ Online Streaming 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 Streaming~~ Online Streaming 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 Streaming~~ Online Streaming 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 1000-351 King Street East, 10th Floor Toronto, ON Ontario M5A 0L6

Your commercial subscription authorizes you to play the Satellite Radio Service or ~~Online Streaming 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 Streaming 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
1000-351 King Street East, 10th Floor
Toronto, ~~ON~~ Ontario
M5A 0L6

9. ~~Online Streaming Service (SiriusXM Internet Radio Service)~~: You may listen to our ~~Online Streaming Service~~ on one ~~single~~(1) internet enabled device at ~~one time~~once, ~~unless otherwise indicated in the description of your chosen Subscription Plan~~. If you have multiple Subscriptions to the Service, you may be eligible to receive an additional ~~Online Streaming Service account~~login credential (username/password) for each ~~such~~additional Subscription. You ~~have the obligation to protect~~are responsible for protecting your username and password from unauthorized use. To access the ~~Online Streaming Service~~, your account must be in good standing, and you must ~~be in compliance~~comply with these Terms. Certain devices designed to work with the ~~Online Streaming 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~~Our Streaming 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 Streaming Service~~ functions best when streamed over a broadband connection. We do not guarantee continuous, uninterrupted or secure access to the ~~Online Streaming Service~~ and are not responsible for any service degradations and/or interruptions that occur.

You may not rebroadcast our ~~Online Streaming Service~~ in any way. You may play our ~~Online Streaming Service~~ through speakers or headphones for personal listening. You may not make any recordings of, or otherwise duplicate, the content provided by our ~~Online Streaming Service~~. In addition, you may not re-transmit or otherwise distribute the content provided by our ~~Online Streaming Service~~ in any way, including online streaming such content or making such content available for download. You may not re-skin, repackage, decompile, reverse engineer, or disassemble our ~~Online Streaming Service~~, or construct a media player or interface that accesses our ~~Online Streaming Service~~. In addition, your use of any products or services that access our ~~Online Service~~Services and which are provided by third parties not authorized by us to access our ~~Online Service~~Services 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 Streaming Service~~ and vice versa. Similarly, not all content offered on any of the ~~Sirius or XM Services~~Equipment technology is

available through the other modes of distribution (such as through the Internet, satellite TV, wireless, External Service, or other distribution affiliates we may engage from time to time).

The Online Streaming 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” Subscription Plan (e.g., ask us to change from “Music & Entertainment” to “Streaming-Platinum”). You also have the right to change your subscription “Plan” Subscription payment schedule (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 Most Subscriptions to the Satellite Radio Service is are tied to one Receiver. You may have multiple Receivers and multiple Subscriptions. Service fees 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, unless your chosen Plan includes multiple Receiver Subscriptions.

If you change an existing ~~packagePlan~~ or ~~plan~~ payment schedule 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 ~~packagePlan~~ or ~~plan~~ payment schedule 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~~ your next charge. A Subscription you give up may be subject to early cancellation fees or ~~non-refundable~~ non-refundable prepayments as contemplated in Section G(3)(7) of these Terms, 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 ~~non-refundable~~ non-refundable; if you make changes to such Subscriptions, no Service credits will be due on your account.

11. Ad-Supported Subscriptions: we may offer an ad-supported Subscription Service. You may be offered the opportunity to self-activate this Service or it may be activated directly by SiriusXM on your inactive radio. The Service will continue until: (i) you or we cancel your Subscription; (ii) your Receiver is transferred with your vehicle to a new vehicle owner; or (iii) you purchase a paid Subscription Plan. The programming available for this Service may be changed and may differ depending on the capabilities of your Receiver. You agree that we may activate Ad-Supported Subscriptions on your inactive radio and the availability of this Service to you is determined solely by SiriusXM. You may cancel this Service at any time or request that your radio not be eligible for this Service by calling us at 1-888-539-7474.

12. Offer Details: Offers and Plans and payment schedules may be subject to additional limitations and eligibility requirements, which are presented to you at or before the point of sale (“Offer Details”). Visit our website for additional limitations that may apply to Plans and payment schedules. You must meet all offer qualifications or adhere to any limitations disclosed with the Offer Details, including specific radio requirements, Service terms, subscriber eligibility and account qualifications. Eligibility for a Plan, payment schedule, or rate does not guarantee its future availability to you, its transferability, or your eligibility for such Service on other radios or Subscriptions on your account. We reserve the right to discontinue all discounts or change the terms of such discount, at any time. To the extent of any inconsistency between your Offer Details and these Terms, the Offer Details shall prevail, govern, and control to the extent necessary to resolve such inconsistency.

13. Subscriptions Purchased Through an External Service: If you purchase a Subscription through an External Service: (i) your Subscription account is managed by and your payments will be processed and collected by the External Service, not us; (ii) the External Service will charge you on a recurring basis in accordance with the Plan and payment schedule selected, which fees, refund and credit policies and cancellation requirements may differ from those available directly from us; and (iii) any inquiries related to your Subscription including matters related to payments, renewals, pricing, refunds or cancellation, must be made to the External Service directly. Subscriptions purchased through an External Service cannot be added to any account you may otherwise have directly with us, and such Subscriptions will not qualify for discounts or account features we offer, such as Service suspensions. Subscriptions purchased from External Services cannot be transferred to your account directly with us. **If you elect to purchase a Subscription directly from us and you previously purchased a Subscription from an External Service, you must cancel your Subscription managed by that External Service directly in order to avoid duplicate charges. If you obtained your Subscription through an External Service, you must cancel directly with such External Service.** You are responsible for reviewing all terms and policies provided by the External Service before purchase. The External Service will be solely responsible for all communications with you regarding your Subscription account, including renewal terms, billing cycles, fees, rate increases, refund policies, and payments. In the event the External Service is unable to charge your payment method for the Subscription due to insufficient funds, expired or invalid account details or otherwise, you remain responsible for the cost of the Subscription and any cost of collection set out in purchase terms with the External Service. The External Service reserves the right to suspend your access to the Service until such time as your payment method is updated and Subscription fees are paid. The External Service will not support services for technical issues related to accessing the Service or respond

to Service product claims and will not be responsible for any product or intellectual property claims associated with the Service.

14. Promotional Offers: Our Service may be offered with third party products, services or other offers (a "Co-Promotion") in accordance with the applicable terms for the CoPromotion. We are not responsible for the products and services provided by third parties. Co-Promotions will be subject to additional terms, including those provided by such third parties. Your eligibility for use of our Service through a Co-Promotional offer will be solely determined by us and we may limit participation in our Service through any Co-Promotional offering.

15. Right to Transfer a Subscription: Paid Satellite Subscriptions are generally transferable to another inactive radio and may be subject to the payment of a transfer fee as provided in Section G(3)(8) of these Terms. Subscriptions purchased through an External Service are not transferrable. Subscriptions are not transferable to another person. **SUBSCRIPTIONS THAT ARE INCLUDED AS PART OF THE SALE OR LEASE OF A VEHICLE ARE NOT TRANSFERABLE** to another radio. Subscriptions may be cancelled by us upon the sale and/or transfer of the vehicle to a subsequent owner provided we receive notice of such sale or transfer. For your convenience and based upon new vehicle sale records, we may transfer your current active satellite Subscription from your previous vehicle to your new vehicle. We will provide written notice of this automatic transfer and you will have the right to cancel your Service at any time. Ad Supported Subscriptions are not transferrable.

16. Service Suspension: Subscribers to our audio, data, marine weather and aviation weather Services may request that their paid Subscription be temporarily suspended one time in any calendar year for a duration of up to six months. You must contact us to suspend service. Suspended Subscriptions will receive no service, accrue no Subscription fees, and be charged no fees to restore service to active status, provided that service is restored within the permitted six-month period. Services that are suspended will be automatically reactivated on the earlier of the date requested, or the six-month anniversary of the date the paid Subscription was suspended. If you requested a Service suspension while in a promotional period, this suspension will not change the end date of your promotional period. The availability of Service Suspension may change at any time. If you obtained your Subscription through an External Service, suspension is not available, and you must contact your External Service provider directly for any changes.

B. Modification to Terms: **MODIFICATION TO TERMS**

1. Amendment to Terms: ~~Net~~

The following is ~~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~~website 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~~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 if you do not notify~~ 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~~ The following is 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~~ any 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~~ 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~~ Subscription Plans with billing term ~~is~~ terms of 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.~~ **360L and Mobile Device Users:** If you access the Service through a mobile device or our 360L radios, amendments to the Terms may also be communicated through updated versions of the Service software and by way of in-vehicle messaging, which you consent to receive without further notice.

~~C. Satellite radio service interruptions:~~ **SATELLITE RADIO, MARINE, AND AVIATION SERVICE INTERRUPTIONS:**

Our Satellite Radio Service, Marine, and Aviation Services ("Satellite Services") 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~~ cannot control. ~~Satellite Radio Service~~ Services may not be available in certain places (e.g., in tunnels, parking garages, outside our satellite footprint, 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 satellite reception. We are not responsible for any interruptions of ~~Satellite Radio Service~~ Services that occur beyond our control.

~~D. Online service interruptions:~~ **STREAMING/SERVICE INTERRUPTIONS**

~~Online~~ Streaming 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~~ Streaming Service functions only when streamed over a broadband connection. We do not guarantee continuous, uninterrupted or secure access to the ~~Online~~ Streaming Service and operation of the ~~Online~~ Streaming Service may be interfered with by numerous factors outside of our control.

~~E. Receivers and other equipment:~~ **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: Subscriptions: You may have multiple radios and multiple Subscriptions. 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~~) unless you have our Platinum VIP Plan which provides Service for up to two radios and will continue as long as there is at least one active radio on the Plan. If you have more than one Subscription ~~on your account, you~~ 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. To qualify for and maintain a reduced rate, you must meet the following qualifications: (1) your Subscriptions must be on one account; and (2) you must maintain at least one active Subscription on an eligible full-price Plan. Eligible Plans are determined solely by us. The availability of reduced rates may change at any time. We will notify you regarding any required adjustments to your billing cycles necessitated by multiple subscriptions on a single account. Trial Subscriptions, adsupported, promotional, or discount priced Plans are not full-priced Plans and do not qualify as additional Subscriptions for reduced rates.~~

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.~~ **For Customers Using Our 360L Service: Your Relationship with our Wireless Provider:** Certain radios and equipment that receive our 360L service may be sold or provided with wireless Internet service by a telecommunications carrier arranged by us or by a third party, such as an automaker. Our "360L" service refers to the service we provide to radios utilizing a combination of our satellite network and a wireless Internet connection. Certain features and/or content may not be available unless an active data connection is enabled in the vehicle or on the device. Content may vary between our satellite and Internet streaming platforms and by Subscription Plan. Subscribers that receive our 360L service with wireless Internet service by a telecommunications carrier arranged by us or a third party: (1) have no contractual relationship with the underlying wireless service carrier for your 360L service; (2) are not a third party beneficiary of any agreement with that wireless service provider; (3) agree that the wireless service provider has no liability to you of any kind, whether for breach of contract, warranty, negligence, strict liability in tort or otherwise; (4) acknowledge that data transmissions and messages may be delayed, deleted or not delivered, and 911 or similar emergency calls may not be completed; and (5) understand that such wireless service provider does not guarantee the security of wireless transmissions and will not be liable for any lack of security relating to the use of the service. Sound and display quality may be affected by various factors such as device, location, bandwidth and available speed of your wireless Internet service. In cases where the wireless Internet service is not arranged by us or a third party, you are responsible for your wireless service connection and for all related service charges. Please check with your wireless service provider

regarding any data use fees. Use of 360L service in a vehicle may be subject to acceptance of additional automaker terms and conditions.

5. Software/Firmware Updates: We reserve the right to automatically update the Service and related software/firmware, including providing bug fixes and other changes. These updates may happen automatically in the background at any time and they cannot be disabled by you. By using the Service, you hereby agree to receive such updates.

6. Interface Language: Some elements of 360L, the Streaming Service, and the Satellite Radio Service may only be available in English, which you acknowledge and consent to through your use of our Service.

F. ~~Online service equipment:~~ STREAMING SERVICE EQUIPMENT

1. We Only Provide the ~~Online~~Streaming Service: You must purchase your computer, phone, tablet, laptop, alternate physical equipment, Internet connectivity or web browser software, or other hardware or software you may use to receive the ~~Online~~Streaming 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~~Streaming 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~~Streaming 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~~login credentials. At the end of each online session, you must completely log out of the ~~Online~~Streaming Service. ~~Also, should~~Should your ~~Login ID~~login credentials 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~~login credentials and Password may be deactivated and reissued. To report compromised ~~Login ID~~login credentials 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~~By calling 1-888-539-7474,7474 during our call centre hours available here: <https://www.siriusxm.ca/contact-us/>

or by writing to:

Mailing address:

SiriusXM Canada
Attention: Customer Care Centre
4000-351 King Street East, 10th Floor
Toronto, ~~ON~~Ontario
M5A 0L6

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~~website, web application, mobile

application, and the Streaming Service or any of its content. Furthermore, the AMBE® voice compression software included in ~~this product~~ our Services 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 ~~Website, web application, mobile application or the Online Streaming 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 Receiver or the SiriusXM Canada Website, web application, mobile application, and~~ all software used in connection with ~~either~~ any and all 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~~ with our Services.

G. ~~Payment:~~ PAYMENT:

~~In return for receiving our Services~~ If you purchase a paid Subscription, you agree to pay us as follows:

1. Subscription Fee: You ~~will~~ may pay ~~in advance~~, by credit card, ~~prepaid card~~ SiriusXM gift cards, 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 Receiver~~ (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 ("Subscription Fee").

All ~~subscription fees~~ Subscription Fees are payable in advance. You will be responsible for all ~~subscription fees~~ Subscription Fees, other charges and fees and purchases under your account. Our ~~subscription fees~~ 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~~ 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
4000-351 King Street East, 10th Floor
Toronto, ~~ON~~ Ontario
M5A 0L6

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 or e-mail unless otherwise requested. For some Plans and payment schedules, you may request to receive an invoice by mail (a "paper invoice") or by e-mail (an "e-bill"). If you choose a paper invoice, you may be charged an 'Invoice Administration Fee', which will be disclosed to you prior to your making the selection. You may pay online with a credit or debit card by logging into your account. If you choose an e-bill (where available), you will receive an e-mail with a link to your online account where you can view your e-bill and make your payment with a credit or debit card. There is no Invoice Administration Fee charged with an e-bill. Invoice billing is not available for all Plans and payment schedules. 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~~ 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 Receiver 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~~ 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-administrativefees-faq/](https://www.siriusxm.ca/about-music-royalty-and-administrativefees-faq/).

Subsection G(3)(3) is not applicable to Residents of Québec*:

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.

Subsection G(3)(5) is not applicable to residents of Québec*:

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.

Subsection G(3)(6) is not applicable to Residents of Québec*:

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~~ 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:

1. (i) first activate your Service;
2. (ii) renew your ~~subscription~~ Subscription in accordance with Subsection H(1);
3. (iii) accept changes to these Terms in accordance with Subsection B(1); or
4. (iv) upgrade to a new Subscription ~~plan~~ Plan, we

We may charge you an administration fee of up to \$150.00, according to your ~~subscription level~~ Subscription Plan and subject to applicable law. 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~~ 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. Refer to Section G(10) below.~~

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 1-888-539-7474,7474 during our call centre hours, which are available here:<https://www.siriusxm.ca/contact-us/>,

or by writing to:

Mailing address:

SiriusXM Canada
Attention: Customer Care Centre
4000-351 King Street East, 10th Floor
Toronto, ON Ontario M5A 0L6

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 purchased your Subscription directly from us and 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). OTHERWISE, YOU WAIVE YOUR RIGHT TO DISPUTE THE CHARGE, subject to applicable law. 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~~do not 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~~Subscription to any Services and your account is past due, we may convert your ~~subscription~~Subscription to a quarterly or monthly ~~subscription~~Subscription. If so, we ~~will~~may 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. We may contact you by phone, SMS text message, e-mail, or direct mail to remind you to pay your balance. If you choose to reactivate your Subscription, we may charge you an activation fee which will be disclosed to you prior to your reactivation, and we will apply payments first to any past due amounts and then to your current and 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) We previously sold Lifetime Subscriptions. This plan is no longer offered for sale. Lifetime Subscriptions are not transferable from one person to another. Lifetime Subscriptions are non-refundable. You may transfer an active Lifetime Subscription to another Receiver an unlimited number of times. Each~~For 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 \$75 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 financial 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 Issuerscard issuers provide us with your updated Card Informationcard information so that you do not need to update us with new credentials every time they are created. Please check with your Cardcard issuer to determine if your card is eligible for this service.

12. Refunds: LIFETIME SUBSCRIPTIONS, TRIAL SUBSCRIPTIONS, SUBSCRIPTIONS INCLUDED IN THE SALE OR LEASE PRICE OF AN AUTOMOBILE AND CERTAIN PROMOTIONAL SUBSCRIPTIONS ARE NON-REFUNDABLE

~~H. Cancellation:~~**CANCELLATION:**

~~1. Term:~~**Net**

~~The following is 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~~Subscription Plans will, unless we receive notice from you to the contrary or the Plan specifies otherwise, 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~~Subscription and the effective date of the renewal.

~~Only~~The following is 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 or as permitted by applicable law.

2. Your Cancellation: Net

~~The following is not applicable to Residents of Québec*:~~

You may cancel your Subscription at any time. ~~In order to~~To cancel your ~~subscription~~Subscription, you ~~must~~may 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~~Plan, upon such cancellation, you will be responsible for payment of all outstanding balances accrued through the date ~~notice of your~~notice of your termination is effective (where applicable). ~~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~~Plan, you will be responsible for payment of all outstanding balances accrued through the date ~~notice of your~~notice of your termination is effective. We will refund amounts you have prepaid representing that time period beyond the date ~~notice of your~~notice of your termination is effective ~~for which you have not used your Services~~(where applicable) 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~~The following is ~~only~~ applicable to ~~Residents~~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~~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~~NON-REFUNDABLE.

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, or for breach of any other material provision of this Agreement (including a failure to provide us with accurate customer contact information) or for any other reason. **In such case, you will still be responsible for payment of all outstanding balances, including any fees you may have incurred, accrued through that the effective cancellation 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.

4. Miscellaneous:

Uninstalling our app from your Web Devices **does not cancel your Subscription.** If you purchased or redeemed a Subscription through an External Service, unless otherwise stated within your purchase terms, you must manage and cancel your Subscription directly with that External Service. We do not manage

Subscriptions purchased through External Services and cannot cancel those Subscriptions or issue refunds for Subscriptions purchased through an External Service.

I. Collection of information:**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. Any personal information collected as part of, or in connection with, your Subscription directly to our Service is subject to our Privacy Policy <https://www.siriusxm.ca/privacy-policy/>. If you purchase your Subscription through an External Service, any personal information they collect is governed by their privacy policy.~~

~~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 of Responsibility:**LIMITS OF RESPONSIBILITY:**

The following is not applicable to Residents of Québec*:

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 RADIORECEIVER. 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

MERCHANTABLE 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. WE MAKE NO GUARANTEE THAT THE SERVICES OR MATERIALS WILL BE ERROR-FREE OR CONTINUOUSLY AVAILABLE, OR THAT THE SERVICE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

The following is not applicable to Residents of Québec*:

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 RADIORECEIVER OR ANY WEB DEVICE, ~~THE SATELLITE RADIO SERVICE OR THE ONLINE SERVICES~~SERVICES, 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. Indemnification: You agree to defend, indemnify and hold harmless SiriusXM Canada from and against any third-party 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~~login credentials, with or without your permission. Additionally, if you provide telephone number(s) for which you are not the subscriber, you understand that you shall indemnify us for any costs and expenses, including reasonable legal fees, incurred as a result of us attempting to contact you at the number(s).

~~K. Resolving Disputes:~~**RESOLVING DISPUTES**

~~Not~~The following is 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. Such informal resolution request must be made individually and must concern only your dispute and no other person's dispute.

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:~~**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”**. In some limited circumstances, at our sole discretion, you may provide notice to us online (e.g. via the “Chat” application on our website: www.siriusxm.ca).

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~~ laws of the province of Ontario. 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~~ Agreement. No salesperson or other representative is authorized to change ~~the terms and conditions of this Agreement~~ 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. For the purposes of the foregoing, Subscriber Confirmation Form means the confirmation of any subscription, renewal, or account change we send to you.

5. French Language: The parties confirm that it is their express wish that this ~~agreement~~ Agreement, as well as any other documents relating to this ~~agreement~~ Agreement, including notices, schedules and authorizations, have been and shall be drawn up in the English language and acknowledge that they have had the opportunity to examine a French version of this contract at siriusxm.ca/fr/conditions-generales. 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 et reconnaissent qu’ils ont eu l’occasion d’examiner une version française de ce contrat à siriusxm.ca/fr/conditions-generales. 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.