

# CUSTOMER AGREEMENT TERMS – please read

**Please note:** These Customer Agreement Terms (as defined below) apply to all SiriusXM Canada subscribers. You, as the account holder, are the subscriber when receiving SiriusXM Subscription Services (as defined below). This is your copy of the SiriusXM Canada Customer Agreement Terms. Please keep it for your records.

**Last Updated: April 12, 2024**

~~These Customer Agreement Terms are effective for all Subscriptions activated on or after April 12, 2024, and will be effective June 13, 2024, for all Subscriptions activated prior to April 12, 2024. If you have a Subscription that was activated prior to April 12, 2024, Click here for the Customer Agreement Terms that are applicable to you until June 13, 2024.~~

**Important Notice:** We have updated our Customer Agreement Terms. [Click here](#) to learn more about what has changed.

These Customer Agreement terms and conditions (the “**Customer Agreement Terms**” or “**Terms**”), together with the Subscriber Confirmation (as defined below) or other written terms, if applicable to you (together with the Customer Agreement Terms, the “**Customer Agreement**” or this “**Agreement**”) between you (“**Subscriber**”, “**you**” or “**your**”) and Sirius XM Canada Inc. (“**SiriusXM Canada**”, “**SiriusXM**”, “**us**”, “**our**” or “**we**”) applies to your paid, trial, advertising-supported or other subscription in Canada (“**Subscription**”) to our satellite radio service (“**Satellite Radio**”), our streaming service (“**Streaming**”), and any other services we offer, such as our traffic, weather (including marine and aviation), data and infotainment services, (collectively referred to as “**Service(s)**”) and use of radio, Equipment (as defined below), or technology applicable to radio, television, online, portable, wireless, mobile, and any other receivers or in-vehicle interface now known or later developed shall be referred to as “**Receiver(s)**”. If you purchase, redeem, or activate a Subscription through an authorized third party (such as Google, Apple, Roku, any of their respective affiliates, or any other authorized seller of the Services) (each an “**External Service**”), then you will also be subject to their terms in addition to this Agreement.

For details on how to cancel and when your cancellation will be effective, see Sections 3 and 4 below.

Our Privacy Policy governs the treatment by us of information that we collect when you use the Services, our apps or websites (the “**Site**”) and can be found at [www.siriusxm.ca/privacy](http://www.siriusxm.ca/privacy).

SIRIUSXM CANADA PROVIDES YOU WITH, AND YOU AGREE YOU HAVE RECEIVED, AN EXPRESS OPPORTUNITY TO ACCEPT AND DECLINE THESE TERMS 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 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, 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 QUEBEC CONSUMER PROTECTION ACT APPLIES).

FOR SELF-ACTIVATED TRIAL AND PAID SUBSCRIPTIONS, IF YOU DO NOT CANCEL YOUR SUBSCRIPTION WITHIN FIFTEEN (15) DAYS OF THE START OF YOUR SUBSCRIPTION, THIS AGREEMENT WILL BE LEGALLY BINDING ON YOU. YOUR SUBSCRIPTION WILL BE DEEMED TO START ON THE DAY YOUR SERVICE IS ACTIVE. (THIS PARAGRAPH IS NOT APPLICABLE TO INDIVIDUALS TO WHOM THE QUÉBEC CONSUMER PROTECTION ACT APPLIES).

ANY DISPUTE REGARDING THIS AGREEMENT SHALL BE RESOLVED IN ACCORDANCE WITH SUBSECTION 9(e) BELOW.

1. **YOUR RELATIONSHIP WITH US & MANAGING YOUR COMMUNICATION PREFERENCES:**  
Your purchase or activation of a Subscription to any of our Services, whether directly or through a third party; your purchase or lease of a vehicle which includes a Subscription to our Services; or any other transaction with, or inquiry to, us or a third party relating to Subscriptions and/or our Services establishes a business relationship with us. You may be contacted by us (or on our behalf) via mail, email, phone, or other means. Log in to your online account or visit [siriusxm.ca](http://siriusxm.ca) to manage your contact preferences.
2. **SUBSCRIPTIONS**
  - a. **PLANS:** 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. We reserve the right to change, rearrange, add, or delete content on the Service or in any Plan at any time without notice, subject to any applicable law. We may also modify, offer additional, or cease offering certain Plans or offers at any time, including adjusting pricing for any Plan, fees, or components thereof, or modifying the availability of or eligibility requirements for certain Plans with notice where required by applicable law. We reserve the right to migrate you to another comparable Plan at any time with notice where required by applicable law. Promotional offers and certain Plans may be subject to additional terms and eligibility requirements as set out in our offer details. Eligibility for a particular Plan or price does not

guarantee its future availability to you, its transferability, or your eligibility for it on other radios or Subscriptions.

- b. **AUTOMATIC RENEWAL:** Your Subscription, including those starting with a free or discounted introductory period, will continue for the length of your selected paid Plan (“**Subscription Period**”) and it will automatically renew, with appropriate notice to you (if applicable), for additional terms of same length or less at the regular full-price 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. When you subscribe and provide a payment method, you authorize us to charge your payment method at the start of your subscription (or following any free period) and on an on-going basis at the regular full-price rates in effect at the time of each renewal, plus applicable fees and taxes, without further notice to you (except as required by applicable law). You must cancel prior to your renewal date to avoid future charges. See Section 3 for our refund policy and Section 4 for how to cancel. We may, at our option and with appropriate notice, process your renewal on a month-to-month basis or, if you are on a Plan with a multi-year renewal term, we may reduce the renewal term. **(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 in advance 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. Except for Subscription Plans with billing 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 14(a) advising you of the pending continuation of your subscription and the effective date of the new billing period. See Subsection 4(c) for how to cancel.

- c. **TRIAL SUBSCRIPTIONS:** Trial Subscriptions that are included with the purchase or lease of a vehicle or specific offers that state they do not automatically renew will stop at the end of their trial period. We may offer subscriptions that start with a free period but require a payment method during enrollment. Plans starting with a free period are subject to eligibility and will automatically renew at the regular full-price rate at the end of the free period, unless you cancel before the free period expires. You acknowledge that by providing a payment method during subscription enrollment you expressly consent to continue your subscription until you cancel.
- d. **EXTENDED SERVICE SUBSCRIPTIONS:** Extended Service Subscriptions that are included with the purchase or lease of a vehicle or added as an option to your vehicle by an automotive dealer or that are offered by any other third-party entity, do not automatically renew, unless purchased directly from us. Unless purchased directly from us, Extended Service Subscriptions will stop at the end of the stated subscription term or, if applicable, the sale and/or transfer of your vehicle. UNLESS OTHERWISE SPECIFIED, YOU MAY NOT TRANSFER YOUR EXTENDED SERVICE SUBSCRIPTION TO ANOTHER RADIO/VEHICLE/DEVICE, IT IS NOT REDEEMABLE FOR CASH OR CREDIT, AND IT MAY NOT BE ELIGIBLE FOR REFUND. The provisions in this Agreement concerning purchase, billing and refunds do not apply to these Extended Service Subscriptions purchased through an automaker, an automotive dealer or any other third-party entity. Your purchase of an Extended Service Subscription through an automaker, an automotive dealer or any other third-party entity, is also subject to that entity’s terms of sale. Any service-related queries should be directed to SiriusXM Canada. Unless otherwise specified, Extended Service Subscriptions purchased through an automaker, an automotive dealer or third-party entity cannot be added or transferred to any account you may otherwise have directly with us, and such Extended Service Subscriptions will not qualify for discounts or account features we offer. You are responsible for reviewing all terms and policies provided by the applicable automaker, automotive dealer, or third-party entity before purchase.

### 3. CANCELLATION, CHANGES TO YOUR PLAN AND REFUND POLICY

- a. **Your Right to Cancel:** You may cancel your Subscription purchased directly from us, including any free trial period, at any time to avoid future charges. See Section 4 below for how to cancel. The effective date of your cancellation depends on the Service(s) you are subscribed to as described below in Subsection 3(b) for Audio Subscriptions, and Subsection 3(c) for Aviation, Marine, Infotainment and Commercial Fleet Subscriptions. Cancellations within a free trial period may become effective immediately. **For Residents of Quebec\* and Newfoundland, see subsection 4(c) for your right to cancel.**
- b. **Audio Subscriptions (Vehicle + Streaming and Streaming (App-Only) Plans) Cancellation and Plan Changes (This Section is not applicable to Residents of Quebec\*)**

**Effective June 13, 2024, Audio Subscriptions Are Non-Refundable.** When you cancel an Audio Subscription, you are only cancelling future charges associated with your Subscription (unless you cancel within 15 days of the start date of your Subscription – see below). Your Subscription will remain active until your cancellation becomes effective at the end of your current Subscription Period (i.e., billing period), and no refunds or credits will be given for any partial period, except as provided below or as required by law.

**Monthly Billed Audio Plans:** If you cancel a monthly billed Subscription within fifteen (15) days of the start date of your Subscription, your Subscription will terminate immediately and any fees paid are eligible for a full refund, if requested. This 15-day right to cancel does not apply to subsequent monthly renewals. Cancellations after this 15-day period will be effective at the end of your current Subscription Period and any fees paid are **non-refundable**. Changes you make to your Plan will be effective at the end of your current Subscription Period, except for Service level upgrades (i.e., additional programming or listening options), in which case we will charge you the difference or apply a non-refundable credit toward your future renewal charges.

**Non-Monthly Billed Audio Plans:** These are Subscriptions that renew and bill for periods longer than one month, e.g. quarterly, or annually billed Plans. If you cancel a non-monthly billed Subscription within fifteen (15) days of the start of your Subscription, your Subscription will terminate immediately and fees paid for that Subscription Period are eligible for a full refund, if requested. If you cancel a non-monthly billed Subscription within fifteen (15) days of your subsequent renewal charge, your Subscription will terminate immediately and fees paid for that Subscription Period are eligible for a prorated refund, if requested. Cancellations or changes (excluding Service level upgrades) to your Plan requested after this 15-day period will be effective at the end of your current (free or paid) Subscription Period and any fees paid are **non-refundable**. Service level upgrades (i.e., additional programming or listening options) will be applied upon request, in which case we will charge you any difference or apply a non-refundable credit toward your future renewal charges.

Audio Plans that include listening entitlements for a vehicle/satellite radio: Selling, losing, trading in your vehicle or not using the Service (or any part thereof) does not cancel your Subscription. You can transfer your Service to another vehicle. If you do not have another vehicle, you can continue listening through the Streaming Service. No refunds or credits will be given if you do not have an activated vehicle on your Plan or if you do not use the Service. If we need to deactivate the Service in your vehicle and are unable to keep your Streaming Service on, we will cancel your Subscription and issue a pro-rata refund for any remaining pre-paid time. References to “vehicle” in this section of this Agreement includes standalone satellite capable radios.

**All Access (App-Only) Plans:** If you cancel your All Access (App-Only) Plan within the first

fifteen (15) days of activation, your Subscription will terminate immediately, and you will receive a full refund for any pre-paid service fees. If you cancel any plan after the first fifteen (15) days of activation, your Subscription will terminate at the end of your current Term, and no refund or credit will be issued.

c. **Aviation, Marine, Infotainment & Commercial Fleet (and Audio Subscriptions until June 13, 2024) (This Section is not applicable to Residents of Quebec\* and Newfoundland)**

Unless otherwise stated in the Offer Details for your Plan, cancellation or changes for these Plans will be effective on the date we receive your request, or a later date that you accept or request. We will refund amounts paid in advance, on a pro-rata basis, less any applicable fees, unless stated otherwise in the specific offer that you accepted. If you change your Plan, we will charge you the difference and if the new rate is less than the amount you already paid for your current Plan, you may request that the credit remain on your account to be automatically applied to your future charges. Where a promotional offer is provided, other terms may apply.

d. **Cancellations By Us:**

We may cancel your Subscription if you fail to pay for your Subscription, breach this Agreement, or for any other reason in our sole discretion. **IF YOUR SUBSCRIPTION IS CANCELLED, YOU ARE RESPONSIBLE FOR PAYMENT OF ANY OUTSTANDING BALANCES ON YOUR ACCOUNT, INCLUDING ANY CHARGES YOU MAY INCUR OR MAY HAVE INCURRED.** We reserve the right to pursue any amounts you fail to pay or that arise in connection with our collection efforts, including bank overdraft fees and collections fees. No refunds will be given if your Subscription is suspended or where certain features are temporarily or permanently unavailable. If we need to deactivate the Service on your vehicle and cannot keep your Streaming Service on, we will cancel your subscription and issue a pro-rata refund for any remaining pre-paid time.

e. To the extent we issue any refund or credit on a non-refundable plan (other than as set forth in this Agreement) or provide a discount or other consideration to any subscriber, we do so only as an accommodation and at our sole discretion. If we do this for any reason it does not mean we are obligated to do so again, even in the same circumstance.

#### 4. HOW TO CANCEL

a. **If you purchased your Subscription directly from us:**

All Subscriptions may be cancelled by **phone** by directly calling the phone number below:

Radio/Infotainment: 1-888-539-7474	Monday-Friday 8 a.m. -- 8 p.m. ET
Aviation/Marine: 1-844-823-0843	Monday-Friday 8 a.m. – 8 p.m. ET

In addition, you may cancel by using our **online CHAT** feature as follows (not available in French):

Online Chat: [www.siriusxm.ca/contact-us](http://www.siriusxm.ca/contact-us) Monday-Friday 8 a.m. – 11 p.m. ET  
Saturday-Sunday 8 a.m. – 8 p.m. ET

**To ensure your cancellation is timely processed, cancel at least 24 hours prior to your upcoming renewal date.**

In certain circumstances or where required by law, you may be permitted to cancel through other means. Contact hours subject to change without notice. Please visit '**Contact Us**' at

[www.siriusxm.ca/contact-us](http://www.siriusxm.ca/contact-us), for the most up-to-date hours. Please see Section 5 for other methods of contacting us.

Streaming (App-Only) Subscriptions may be cancelled any time (except for scheduled or emergency maintenance) by logging into your account at [www.siriusxm.ca/myaccount](http://www.siriusxm.ca/myaccount) and following the cancellation instructions.

Uninstalling our app, selling or trading in your vehicle, or not using the Service (or any part thereof) does not cancel your Subscription. If you have multiple Subscriptions, your cancellation of one Subscription will not result in the cancellation of other Subscriptions, unless you take action to do so.

- b. **If you purchased a Subscription not from us but instead through an External Service.** You must manage and cancel your Subscription directly with that External Service. See Subsection 8(e) below for more information.
  
- c. **The following is only applicable to residents of Québec\* and Newfoundland:** You may cancel this Agreement at any time and at your discretion by notifying us in accordance with Subsection 14(a) during our normal business hours, or by notifying us at the address provided under Subsection 5(a) below. 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 Subscription fees paid in advance and for which no Services were yet provided as of the effective date of such cancellation.

- d. IN THE UNLIKELY EVENT THAT WE CEASE BROADCASTING THE SERVICE, FOR ANY REASON, ALL PREPAID SUBSCRIPTIONS WILL BE TREATED AS **NON-REFUNDABLE**.

**5. CONTACTING SIRIUSXM CANADA:** You may contact us during our support hours provided here [www.siriusxm.ca/contact-us](http://www.siriusxm.ca/contact-us), at 1-888-539-7474, or by using SiriusXM CHAT online (English only) at [www.siriusxm.ca/contact-us](http://www.siriusxm.ca/contact-us). You may also contact us using any of the following methods:

- a. **Mailing Address:** SiriusXM  
Canada Attention: Customer  
Care  
351 King Street East, 10<sup>th</sup> floor Toronto,  
Ontario  
M5A 0L6
  
- b. **Customer Care Centre Email:**  
[care@siriusxm.ca](mailto:care@siriusxm.ca) (English)  
[soutien@siriusxm.ca](mailto:soutien@siriusxm.ca) (French)
  
- c. **Website Address:**  
[www.siriusxm.ca](http://www.siriusxm.ca)

## 6. RIGHT TO TRANSFER A SUBSCRIPTION

- a. Paid Subscription Plans are generally transferable to another inactive radio and may be subject to the payment of a transfer fee. Subscriptions are not transferable to another person. TRIAL SUBSCRIPTIONS THAT ARE INCLUDED AS PART OF THE SALE OR LEASE OF A VEHICLE ARE NOT TRANSFERABLE TO ANOTHER RADIO OR ACCOUNT, ARE NOT REDEEMABLE FOR CASH OR CREDIT AND ARE NOT ELIGIBLE FOR REFUNDS. UNLESS OTHERWISE SPECIFIED, EXTENDED SERVICE SUBSCRIPTIONS MAY NOT BE TRANSFERRED TO ANOTHER RADIO/VEHICLE/ACCOUNT AND MAY NOT BE ELIGIBLE FOR REFUND – ANY PURCHASE-RELATED QUERIES SHOULD BE DIRECTED TO THE ENTITY THAT YOU PURCHASED YOUR EXTENDED SERVICE SUBSCRIPTION FROM.
- b. As a courtesy, and solely if we receive records that your vehicle has been sold/traded, we may automatically transfer your Subscription to your new vehicle. We will provide written notice of this transfer.

## 7. CHANGES

- a. **Price Changes:** We may change the rates of your Subscription from time to time. We will let you know the date on which any change will be effective in accordance with the provisions of Section 7 (d) or (e), as applicable. If you do not accept the change in pricing, you have the right to reject the change by cancelling your Subscription prior to the change taking effect. Changes in pricing will take effect at the start of your next Subscription Period following the date of the price change. Applicable taxes may vary depending on the jurisdiction. Advance notice will not be provided in the event of pricing or fee changes that have no impact on your total price, or any changes in applicable taxes. If you have purchased your Subscription through an External Service, price changes will be subject to such External Service's terms and conditions.
- b. **Changes to Plans:** You have the right to change your Subscription Plan (e.g., ask us to change from "Music & Entertainment" to "Platinum"). You also have the right to change your Subscription payment schedule (e.g., ask us to change from a Monthly Plan to another available Plan). If you change your existing Plan, such changes will be effective upon your next renewal term. How the change will affect your account and charges will depend upon the choices you make. Most Subscriptions to the Satellite Radio Service are 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, unless your chosen Plan includes multiple Receiver Subscriptions. If you change an existing Plan or 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 Plan or payment schedule on the same Receiver, you will receive the credit on your account, and it will be automatically applied to your next charge. A Subscription you give up may be subject to early cancellation penalties or non-refundable prepayments as contemplated in Subsection 9(d)(vii) 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. Lifetime, automotive pre-packaged, and certain promotional Subscriptions are non-refundable; if you make changes to such Subscriptions, no

Service credits will be due on your account. There are no credits or refunds for any partially consumed Subscription Period, although we may provide a refund or credit in our sole and absolute discretion on a case-by-case-basis.

- c. **Changes to Programming:** The Service includes a variety of music, sports, news, podcast, infotainment and entertainment programming, as well as our aviation and marine services. We reserve the right to change, rearrange, add, or delete programming, including canceling, moving or adding channels, at any time, with or without notice to you. If you are dissatisfied with the modified programming, you may terminate or cancel your service with notice to SiriusXM Canada as outlined in Section 4. **Your continued use of the Service following any programming changes will constitute your acceptance of such changes.**
  
- d. **Changes to These Terms: (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. If we make any such changes, we will post a notice on our 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. We may also send you an entirely new set of terms to replace these Terms. **YOU HAVE THE RIGHT TO CANCEL THE SERVICES AT ANY TIME PRIOR TO THE CHANGES TAKING EFFECT 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 3.** For greater certainty, if you do not notify SiriusXM Canada within the said deadline, you will be deemed to have accepted the amendment to the Terms. If you do not agree to any change to this Agreement, you must cancel your Subscription(s) as set forth in Section 4 and discontinue using the Service.
  
- e. **Changes to These Terms: The following is applicable only to Residents of Quebec\*:** 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 any of the clauses of the Agreement, including subscription rates, other charges, and any part of 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 Customer Agreement thus amended without cost, penalty, or cancellation indemnity prior to the date when the amendment takes effect. If the amendment entails an increase in your obligations or a reduction in SiriusXM Canada's obligations, you may cancel this Agreement without cost or penalty by sending SiriusXM Canada a notice to that effect, via its customer service as provided in Section 5, 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.

- f. **Changes to These Terms via 360L, Mobile Device, and Receivers:** If you access the Service through a Receiver, 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. You may refuse the amendments to the Terms by canceling your Services as set forth in Section 4 and discontinue using the Service.

## 8. SERVICE SPECIFIC TERMS

- a. **Multiple Subscriptions:** We may offer discounts and reduced rates for accounts with multiple qualifying Subscriptions. We may terminate or discontinue future availability of this discount at any time in our sole discretion.
- b. **Lifetime Subscription Plan:** 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. For each permitted transfer of a Lifetime Subscription, you may be charged a \$75 transfer fee, if and as applicable. **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.**
- c. **Commercial Subscriptions For Business:** In addition to the terms of this Agreement, this subsection applies if you use the Services in a commercial establishment. Channels with a high frequency of explicit language are indicated on your channel 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 Services in a commercial establishment, you must inform us promptly of any complaints you receive from any patron about the content of our Services. 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](mailto:care@siriusxm.ca) (for enquiries in English) or [soutien@siriusxm.ca](mailto: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 Services live in public in your establishment for the purpose of providing Background Music as contemplated by the most recently certified versions of SOCAN Tariff No. 16 – Background Music Suppliers and Re:Sound Tariff 3.A – Background Music Suppliers, and any successor SOCAN or Re:Sound tariffs associated with the supply of background music. The most recently certified tariffs and proposed tariffs may be found at the Copyright Board's website, currently at <https://cb-cda.gc.ca>. You may not copy or record the broadcasts, or the music provided by the Services. If you use the Satellite Radio Service other than to provide Background Music as contemplated by the most recently Copyright Board of Canada-certified versions of SOCAN Tariff No. 16 and Re:Sound Tariff 3.A – Background Music Suppliers, and any 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 but not restricted

to 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  
351 King Street East, 10th Floor  
Toronto, Ontario  
M5A 0L6

- d. **Free Access Subscription Plan:** The Free Access Plan is our free advertising supported Subscription that we may offer. You may be offered the opportunity to self-activate this Service or it may be activated directly by SiriusXM on your inactive Receiver after your Trial Subscription or paid Subscription Plan. The Service will continue until: (i) you or we cancel your Subscription; (ii) your Receiver is transferred; or (iii) you purchase a Subscription. The content available may differ depending on the capabilities of your Receiver and this Plan is not available on all Receivers. You agree that we may activate this Plan on your inactive Receiver and the availability of this Service to you is determined solely by SiriusXM. If this Plan has been activated in your vehicle, you may cancel it as set forth in Section 4 above. You may request that your vehicle not be activated with this Plan after your trial or paid Subscription by calling us at 1-888-539-7474.
- e. **Subscriptions Purchased Through An External Service:** If you purchase or enroll in 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 selected, and its fees, refund and credit policies and cancellation requirements may differ from those available directly from us; and (iii) any questions related to your Subscription including payments, renewals, pricing, refunds or cancellation, must be made to the External Service directly. Subscriptions purchased through an External Service cannot be added or transferred to any account you may otherwise have directly with us, and such Subscriptions will not qualify for discounts or account features we offer. **If you 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 in order to avoid duplicate charges. If you purchased 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. The External Service will not provide technical support for the Service or respond to Service product claims and will not be responsible for any product or intellectual property claims associated with the Service.
- f. **Co-Promotional Offers:** Our Service may be offered with third-party products, services or other offers or as part of a bundle with other products or services (a “Co-Promotion”). We are not responsible for the products and services provided by third parties. By participating in a Co-Promotion, you agree that your contact information (e.g., name, email, phone, address) may be provided to third parties providing such Co-Promotional service.

- g. **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 ([www.siriusxm.ca](http://www.siriusxm.ca)) 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 presented in any Offer Details 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.

9. **FINANCIAL MATTERS:** If you purchase a paid Subscription, you agree to pay us in advance, in Canadian Dollars, as follows:

a. **Subscription Billing Payments**

- i. **Card Billing:** You may pay by credit card, debit/credit 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. Your card will be charged on the day you select the Subscription (or after any free period) and on the day of each renewal according to the recurring billing plan you accepted. The timing of your billing may change because of a problem with your payment method, changes you make to your Subscription, Service suspension or where in the month you start your billing cycle. We may obtain updated information regarding your selected payment method as made available by your financial institution or through a credit card updater service. For recurring payments, a gift card issuer may not permit you to use gift cards. Using a prepaid service or gift card may require a valid credit or debit/credit card on your account for your future recurring charges. When you update your payment method in your account, you authorize us to charge the updated payment method for your Subscription. All card billing payments are payable in advance. You will be responsible for all Subscription Payments, other charges, and purchases under your account. Our Subscription Payments are subject to unilateral change upon providing notice to you as set out in Subsections 7(d) or 7(e) as applicable, and Subsection 14(a) of these Terms. Subscription Payments 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 related to such fees or charges.
- ii. **Invoice Billing:** Invoice billing is not available for all Plans. If available, your invoice is available by e-mail (an "**e-bill**") and in limited instances by mail (a "**paper invoice**"). 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/credit 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/credit card. There is no Invoice Administration Fee charged with an e-bill. Invoice billing is not available for all Plans and payment schedules. All Invoice Billing Statements will show:

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

Please do not include comments or questions with your Invoice Billing payment. If paying against Invoice, mail all payments to the following address:

SiriusXM Canada  
Attention: Billing  
351 King Street East, 10<sup>th</sup> floor  
Toronto, Ontario  
M5A 0L6

- b. **Payments & Late Fees:** All payments must be made in Canadian Dollars. If you do not pay your balance, we will deactivate your Subscription for non-payment and may charge you a late fee as provided at section 9(d). If you choose to reactivate your Subscription we may charge you an activation fee, and we may apply payments first to any past due amounts and then to your current and future obligations. For unpaid amounts, we reserve the right to retry your payment method which, if successful, will keep your Subscription active and it will continue to automatically renew.
- c. **Taxes:** All amounts charged to your account may be subject to tax. 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.
- d. **Fees: (This Section is not applicable to Residents of Quebec\*)** We may charge you one or more of the fees below, if applicable, all of which are subject to change without notice. We reserve the right to waive any of these fees at our discretion.
  - i. **Activation Fee:** If applicable, for each radio on your account, we may charge you a fee to activate, reactivate, upgrade or modify your Service. The addition of premium channels, if any, may require an additional transaction fee.
  - ii. **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. 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.
  - iii. **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.

- iv. **Invoice Fee:** If you elect to receive a paper invoice, we may charge you a fee of up to \$5.00 per invoice.
  - v. **Cancellation Fee:** Cancellation fees or early termination fees may be charged in connection with certain offers. Any applicable cancellation fees will be disclosed in the offer details for that offer or with appropriate notice, as applicable.
  - vi. **Hardware Transfer Fee:** If you transfer a Subscription from one radio to another you may be charged a transfer fee of up to \$100.00. Each permitted transfer of a Subscription is subject to a transfer fee.
- e. **Billing Disputes: (This Section is not applicable to Residents of Quebec \*)** 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:

**i. 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 Section 5 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.

**ii. 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.**

- f. **Service Credits:** Service credits applied as an accommodation are non-refundable and non-transferable and will expire upon termination of your Subscription.
- g. **Questions you may have:** If you have a question about your Services or billing statement, or if you would like to change or reactivate your Services, contact us via one of the methods described in Section 5. 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 Subsection 9(e) 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.

## 10. USE OF SERVICE

- Eligibility:** You must be at least the age of majority in your province or territory of residence to purchase a Subscription.
- Service Area:** We offer the Services only within the provinces and territories of Canada (“**Service Area**”). Our aviation and marine weather Services are offered in the provinces and territories of Canada, subject to Service availability, and may not be available in all markets within the Service Area. Our other Services, including traffic and weather services, are not available in all markets in the Service Area.
- 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 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 is not liable for any damage to your Web Devices resulting from your use of the Streaming Service. You may listen to our Streaming Service on one (1) internet enabled device at a time per Subscription or entitlement, unless otherwise provided. Any manipulation of the Service or “spoofing” of a Web Device or any other activities undertaken to deliver a false geographical location or any other false information to our servers is a violation of this Agreement. You may not make any recordings of, or otherwise duplicate, the content provided by our Streaming Service. In addition, you may not re-transmit or otherwise distribute the content provided by our Streaming 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, or disassemble our Streaming Service, or construct a media player or interface that accesses our Streaming Service. In addition, your use of any products or services that access our Services and which are provided by third parties not authorized by us to access our 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. You are responsible for protecting your username and password from unauthorized use. All content offered on the Satellite Radio Service may not be available on the Streaming Service and vice versa. Similarly, not all content offered on any of the 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). 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.

- d. **Personal Use of the Service:** We provide the Service only for your personal, non-commercial enjoyment. You may not make commercial use (except as provided in Subsection 8(c)) or reproduce, rebroadcast, or otherwise transmit the programming, create unauthorized recordings of the programming (except as permitted in Subsection 10 (e)), 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 8(c)** above 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 Subsection 9(e), 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 Service. Only one concurrent login to the 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 Streaming Service from any compatible Web Device, as defined in Subsection 10(c). SiriusXM Canada will hold you fully liable for all claims and losses resulting from your use or misuse of the Service and/or the Streaming Service. Should your username and/or password be lost or stolen, go to [www.siriusxm.ca/myaccount](http://www.siriusxm.ca/myaccount) to change it immediately.
- e. **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 Service is intended to be enjoyed within the Service Area only.
- f. **Recorded Content:** Certain types of radios have the ability to record programming transmitted over the Service ("**Recorded Content**") and is not intended for commercial use. Subject to applicable laws, you may access such Recorded Content only as long as you pay your Subscription. We reserve the right to change, reduce, eliminate or charge a fee for this and/or any related functionality.
- g. **Service Interruptions:**
- i. **SATELLITE SERVICE INTERRUPTIONS:** The 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 which we cannot control. Satellite Radio 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 to Radio Satellite Services that occur beyond our control.
  - ii. **STREAMING SERVICE INTERRUPTIONS:** Streaming availability may be limited or unavailable based on disruptions or difficulties with the Internet

generally or your web browser, computer, mobile device, home wiring, or Internet service provider or any other reasons beyond our control. Streaming functions only when streamed over a broadband connection. We do not guarantee continuous, uninterrupted or secure access to the Streaming Service and operation of Streaming may be interfered with by numerous factors outside of our control. We are not responsible for interruptions to Streaming that occur beyond our control.

- h. **Advisory Nature of Services; User Responsibility; User Safety/Reliance; Parental Control:** Some programming may include explicit language. Channels with a high frequency of explicit language are indicated on your channel 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](http://www.siriusxm.ca) for information on channel blocking. The Streaming Service is designed to appeal to a broad audience, and some programming may include explicit language. Channel blocking is not available with the Streaming Service; therefore, it is your responsibility to impose listening restrictions that you consider appropriate on others. You assume the entire risk related to your use of the Service. The traffic, weather, marine weather, aviation weather, fish mapping and other content and emergency alert information and data on the Service is not for "safety for life," but is merely advisory in nature. You should not rely on such information in any aircraft, sea craft, automobile, or any other usage, including disease or diagnosis. We are not responsible for any errors or inaccuracies in information provided over the Service or its use. Some programming includes explicit language. We are not responsible for content that you or anyone else may find offensive or inappropriate.
- i. **Service Suspension:** Subscribers may request that their paid Subscription (subject to the exclusion below) be temporarily suspended one time in any calendar year for a duration of up to six months. 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 six-months. 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. We reserve the right to discontinue this feature at any time. Service suspension is not available on Streaming (app only) Audio Plans.
- j. **Service Updates:** We reserve the right to automatically update the Service and related software. These updates may happen in the background at any time (and they cannot be disabled by you). By using the Service, you hereby agree to receive such updates.
- k. **User Code of Conduct:** You may not reproduce, sell, resell or otherwise exploit any resource, or access to any resource, contained on the Service. You are prohibited from using any services or facilities provided in connection with the Service to compromise security or tamper with system resources and/or accounts. If we believe that you have engaged in any of the fraudulent, deceptive or malicious activity in connection with your use of the Service, we reserve the right to take any action to remedy such activity, including termination of your account and other legal or corrective action.
- l. **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 website, web application, mobile application, and the Streaming Service or any of its content. Furthermore, the AMBE® voice compression software included in 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, the Satellite Radio or the Streaming Services. 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 Receiver or the SiriusXM Canada website, web application, mobile application, and all software used in connection with 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 with our Services.

- m. **AI Matters:** You may not use services or technologies that are labeled or described as including, using, powered by, or being a machine learning or Artificial Intelligence (“AI”) system to discover any underlying components of our models, algorithms, metadata and systems. You may not use web scraping, web harvesting, or web data extraction methods to extract data from our Services. You may not use our Services, or data from our Services, to create, train, or improve (directly or indirectly) any AI service. Our Service contains copyrighted material, including material we have created and materials we have licensed from third parties. Any use of copyrighted material, including use in connection with artificial intelligence or machine intelligence technologies or services or the creation of AI-trained content, is prohibited without a license from the applicable rightsholders. As part of providing our Service, we may process and store inputs to the Service as well as output from the Service, for several purposes, including improving our Services, providing and assisting in providing customer service, and monitoring for and preventing abusive or harmful uses or outputs of the Service. You are solely responsible for responding to any third-party claims regarding your use of the Services in compliance with applicable laws (including, but not limited to, copyright infringement or other claims relating to content output associated with your use of the Services).
- n. **User Submissions and Appearances:** We are free to use and sublicense any comments, information, ideas, concepts, reviews, or techniques, or any other material including your name, likeness, personality, voice, and any other materials or information you provide to us or contained in any communication you may send or direct to us (“**Feedback**”) in perpetuity without further compensation, acknowledgment or payment to you for any purpose whatsoever. In addition, you agree not to enforce any “moral rights” in and to the Feedback, to the extent permitted by applicable law.
- o. **Login, Authentication and Important Account Notifications:** We may use pre-recorded calls and/or text messages for authentication, login, account recovery and other important account related messages. By providing a phone number when you sign-up or otherwise adding a number to your account, you are expressly consenting to receive text messages or pre-recorded calls to that number from us (or one of our

service providers), that may be sent using an automatic telephone dialing system or other automated system, for these account related purposes. The frequency of these messages will vary based on how you use the Service. You may call us at 1-888-539-7474 or email us at care@siriusxm.ca and ask to unsubscribe from marketing-related communications. We may have more than one telephone number for you, so please be specific as to which numbers you are directing us to not call. To unsubscribe from marketing e-mails, you may also unsubscribe by clicking the “Unsubscribe” link included at the bottom of any marketing email or newsletter from us. To unsubscribe from SMS messaging, you may unsubscribe by texting “STOP” within the SMS message. Replying “STOP” to any of these messages will not add your number to our Do Not Call list which is only applicable for marketing-related communications. Please note that even if you have made a ‘do not contact request’, we may still contact you in circumstances permitted by applicable law, including the sending of legal notices and for certain Service- and account-related matters.

## 11. RADIOS AND OTHER EQUIPMENT

- a. **Authorized Equipment and Suppliers:** You may access and use the Service only with equipment and technology authorized to receive the Service (“**Equipment**”). However, we do not make or install any of the Receivers or related Equipment, including antennas, adapters, adhesive devices, cables, etc. 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, Equipment, or accessories. 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.
- b. **Radio Entitlements:** A separate Subscription or entitlement is required for each radio.
- c. **For Customers Using Certain 360L Equipment; Your Relationship with the Wireless Service Provider:** Certain vehicle radios and equipment that receive our 360L service or Streaming 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 Streaming Services and by Subscription Plan. Subscribers that receive our 360L service or Streaming 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 or Streaming; (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 or Streaming in a vehicle may be subject to acceptance of additional automaker terms and conditions.

- d. **Loss of Equipment:** Because your Subscription may be 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 Service under the terms of your Subscription, regardless of your use of the Service.

**12. OUR CONTENT:** All music, programming, text, software (including source and object codes), data, information, visual, oral or other digital material, and all other content available on the Site or included in the Service (collectively, the “**Content**”), and all worldwide copyrights, trademarks, service marks, patents, patent registration rights, trade secrets, know-how, database rights and all other rights in or relating to the Content are owned by us or are the property of our licensors and suppliers who have given us permission to use it. Neither your access to and use of the Service or our apps, nor does this Agreement grant you any right, title or interest or license in or to any such Content, and you may not use such Content without the express written permission of the owner(s).

### **13. LIMITATION OF RESPONSIBILITY**

- a. **Disclaimers: (The following is not applicable to Residents of Quebec\*):** EXCEPT AS EXPRESSLY PROVIDED HEREIN, WE MAKE NO WARRANTY, CONDITION OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING THE SERVICE OR YOUR SIRIUSXM RECEIVER. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE CONTENT AND FUNCTIONALITY OF THE 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, 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.
- b. **Limitations of Liability: (The following is not applicable to Residents of Quebec\*):** 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 RECEIVER OR ANY WEB DEVICE, OR THE 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.

- c. **Indemnification:** You agree to defend, indemnify, and hold harmless SiriusXM Canada, its subsidiaries, shareholders, officers, agents, employees, licensors, and service providers (“**Indemnified Parties**”) from and against any claims, liability and expenses (including legal costs), whether in tort, contract or otherwise, relating to or arising out of your use of the Services, our apps, or the site, and any breach by you of this Agreement or applicable law. This indemnification obligation includes the acts or omissions of anyone accessing the Service using your 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).

#### 14. MISCELLANEOUS:

- a. **Notices:** Notices to you will be deemed given when deposited in the mail, when sent to the last email address on file with us, in-app or radio receiver display notification, by posting on Site, or 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. Notices may be included in statements or other communications to you. You agree that any notices or other communications that we provide to you electronically or by telephone will satisfy any legal communication requirements, including that such communications be in writing. **Specifically, notices of renewal , price changes, and updates to this Agreement will be sent to your last email address on file.** You are responsible for maintaining the accuracy of your account information. Your notices to us will be deemed given when we receive them at the telephone number, or in writing at the address, set forth in in Section 5 above. 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](http://www.siriusxm.ca)).
- b. **Applicable Law:** The interpretation and enforcement of this Agreement shall be governed by the 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.
- c. **Assignment of Account or Agreement:** We may assign your account or this Agreement and all rights and/or obligations hereunder to any third party without notice for any purpose, including, without limitation, collection of unpaid amounts, 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.
- d. **Entire Agreement:** These Customer Agreement Terms together with your Subscriber Confirmation state our entire 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 7). 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**” means the confirmation of any subscription, renewal, or account change we send to you.

- e. **French Language:** The parties confirm that it is their express wish that this Agreement, as well as any other documents relating to this Agreement, including notices, schedules and authorizations, have been and shall be drawn up in the English language and acknowledge that they have had the opportunity to examine a French version of this contract at [siriusxm.ca/fr/conditions-generales](http://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](http://siriusxm.ca/fr/conditions-generales). The Customer Agreement Terms and Conditions are also available in French at [siriusxm.ca/fr/conditions-generales](http://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.