

## ADDITIONAL TERMS OF SERVICE

In addition to the General Terms and Conditions, and all other Terms of Service, the following Terms of Service apply to the provision of AccessNexTV Stream, our internet protocol television service. Access Communications may at any time and from time to time amend or modify these Terms of Service and/or any fees, features or other aspects of the services provided upon notice to you and without your consent. Notification may be provided using one or more of the following methods: (i) postcard or letter mailed to your billing or service address; (ii) bill message or insert; (iii) e-mail to one or more of your Access Communications e-mail accounts; (iv) recorded announcement; (v) posting on www.myaccess.ca; (vi) call to your billed telephone number; or (vii) newspaper advertisement. If you do not agree to any such amendments or modifications of these Terms of Service and/or any fees, features or other aspects of the services, your sole and exclusive remedy is to immediately stop using the services and terminate your services. Your continued use of the services following such notice means you agree to such amendments and modifications. You can review the most current version of these Terms of Service at www.myaccess.ca or by requesting a copy from Customer Service, Access Communications Co-operative Ltd., 2250 Park Street, Regina, SK S4N 7K7.

## SERVICE DESCRIPTION

AccessNexTV Stream is a service that allows our customers to stream live, recorded and on demand content from the Site or through the Application. The Service may be accessible for in-home use on your TV or on your mobile devices for out-of-home or mobile use, subject to availability. All services may not be available in all areas. Some channels are not available for out of house streaming and some content is not available for streaming due to copy protection assigned by the program provider.

Except for the limited rights granted to you in these Terms, all rights, title, interest, and intellectual property rights in and to:

- the Site and the Application and each of their respective components; and
- any content available for viewing or download on or through the Site or Application (the "Content") are the property of their respective owners and are protected by applicable trademark, copyright or other intellectual property laws and treaties.

## EQUIPMENT REQUIREMENT

The Site and the Application are available on compatible digital devices (including tablet devices or mobile devices), through which you have an internet connection. Your TV, digital devices, software, and internet connection must meet minimum technical requirements. You are responsible for ensuring that your computing equipment meets the minimum equipment requirement identified by Access Communications, as may be amended from time to time, and you are responsible for updating or maintaining your digital devices, Application, and internet connection as necessary to meet these requirements. We may also provide software updates from time to time as required.

## SERVICES PROVIDED, SERVICE LIMITATIONS, PERFORMANCE AND AVAILABILITY

The Service is only available to users within Canada who subscribe to AccessNexTV Stream – HD TV through an AccessNexTV Stream set-top box. The Content accessible through the Site and Application will depend on the AccessNexTV Stream – HD TV package and/or any add-ons you subscribe to. There may also be additional availability limitations depending on the Content you would like to view and content provider restrictions. The App is only accessible in Canada; however, some content is not available for streaming due to copy protection assigned by the program provider. Due to contract rights provided by the programmers some channels may only be available to view on 2 devices at the same time. A separate subscription to third-party apps is required to view content. Those apps are only accessible on the TV connected to the AccessNexTV Stream set-top box. Some Apps including Netflix are not supported on the AccessNexTV Stream set-top box. Casting of Netflix is not supported at this time. More content/channels and features are available in your home with an AccessNexTV Stream set top box vs. with your own devices or outside the home.

There is no limit on the number of devices. We support up to 15 streaming devices, 5 in home streams, 3 out of home streams, maximum of 5 active streaming devices per account and a maximum of 2 concurrent streams per channel. AccessNexTV Stream set top boxes are not included in this count. Access Communications may change such number at any time without notice. Any attempt to circumvent the limit is a breach of these Terms.

Higher internet speeds are recommended for households using multiple streams at a time. A minimum of 25 Mbps is recommended for optimal viewing. The range of the wireless signal may vary due to electromagnetic interference, home construction material, obstructions, and other environmental factors. When you are using the Service and are not connected to your Access Communications internet but are otherwise connected to the internet (whether through a different internet service provider or when you are using mobile data), certain Content may be unavailable, or you may be subject to limitations with respect to viewing Content.

You are responsible for charges relating to PPV programming and on demand rentals. You are responsible for any internet usage or cellular data usage charges you incur to access the Service. Viewing of programming on personal devices may be subject to any data usage charges regularly associated with the use of such personal devices. Interactive services and applications also may incur additional data usage charges.

You will require a Google account to sign in to access all the features of AccessNexTV Stream. If you no longer wish to use the Service, you can stop using the Site and the Application and delete all copies of the Application.

## PROHIBITED USES OF SERVICE

You may not share any of your account or authentication credentials (for example, any username or password) that may be used to access any Services, including programming, with any person that is not currently a member of your household which is listed as your Service Address. You are responsible for any and all users and shall ensure they comply with all terms in accordance with your Agreement with Access Communications, including all the Access Communications Terms and Conditions, Additional Terms, and Privacy Policy. You agree to communicate any and all notices from Access Communications to all users, to the extent applicable.

Federal law provides severe civil and criminal penalties for the unauthorized reproduction, distribution or exhibition of copyrighted motion pictures and certain programming, and Access Communications shall not be liable for the same, nor is Access Communications granting you any rights in that regard whatsoever.

## YOUR RIGHTS

You are granted a personal, limited, non-exclusive, non-transferable, revocable license to use the Site and download, install and/or use the Application on your own device(s) in order to use the Service, including viewing, listening and downloading content (as available). This license is limited to your own personal, lawful, non-commercial use, which use must be in accordance with these Terms and in accordance with your Agreement with Access Communications, including the Access Communications Terms and Conditions, Additional Terms, and Privacy Policy. Without limitation, "personal, lawful, non-commercial use" means:

- use that complies with all applicable laws in the jurisdiction in which you use the Site, Application and Content,
- use for which no fee or payment of any kind is charged or received,

- use which takes place in your private premises, or if outside your private premises, is limited to a private viewing for you and your invitees; and
- use that specifically excludes any public presentation, even if no fee is charged.

## ACCESS COMMUNICATIONS' RIGHTS

Access Communications may change the Site or Application (including any features and functionality), and any provision of these Terms, at any time without prior notice to you.

## SOFTWARE

By using the software provided by us ("Software") you acknowledge that you have read this Software License Agreement ("Agreement"), understand it, and agree to its terms. If you do not agree, you may not use the Software.

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## 2. Restrictions.

2.1. Except as expressly permitted by this Agreement, you shall not: (a) use, copy, print, modify, adapt, create derivative works from, market, deliver, rent, lease, sub license, make, have made, assign, pledge, transfer, sell, offer to sell, import, reproduce, distribute, publicly perform, publicly display or otherwise grant rights to the Software, or any copy thereof, in whole or in part, except as expressly permitted under this Agreement; (b) reverse engineer, disassemble, decompile or translate the Software, or otherwise attempt to derive the source code, architectural framework or the data records of the Software, or authorize any third party to do any of the foregoing; (c) access the Software for purposes of developing, marketing, selling or distributing any product or service that competes with or includes features substantially similar to the Software; (d) loan, resell or distribute the Software, or any part thereof, in any way; or (e) use the Software in any way that does not comply with all applicable laws and regulations.

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**5. NO WARRANTY.** YOUR USE OF THE SOFTWARE IS AT YOUR SOLE RISK. THE SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WE EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESSED OR IMPLIED OR ARISING FROM STATUTE, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, INCLUDING, BUT, NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT: (i) THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT IT WILL OPERATE IN CONNECTION OR COMBINATION WITH ANY SOFTWARE, SYSTEM OR EQUIPMENT NOT PROVIDED BY US; (ii) THE SOFTWARE WILL BE ERROR-FREE; OR (iii) THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE WILL BE ACCURATE OR RELIABLE.

**6. LIMITATION OF LIABILITY.** YOU ACKNOWLEDGE AND AGREE THAT WE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM ANY TYPE OR MANNER OF COMMERCIAL, BUSINESS OR FINANCIAL LOSS, EVEN IF WE HAD ACTUAL OR CONSTRUCTIVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT OR YOUR USE OF THE SOFTWARE EXCEED THE AMOUNT YOU HAVE PAID FOR THE SOFTWARE. NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR RESTRICT THE LIABILITY OF US TO YOU FOR ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED BY LAW.

**7. Termination.** This Agreement is effective until terminated by you or by us. You may terminate this Agreement at any time by destroying or returning to us all copies of the Software and associated documentation. Your rights under this Agreement shall terminate automatically without notice from us if you violate any of the terms of this Agreement. Upon termination of this Agreement, all rights granted to you under this Agreement shall immediately terminate, but all other provisions shall survive termination.

**8. Changes to the Software.** We reserve the right to modify or discontinue, temporarily or permanently, the Software or any documentation related to the Software and may amend or modify this Agreement at any time in its sole discretion upon notice to you. Your continued use of the Software following notice of such change shall be deemed to be its acceptance of any such change. If you do not agree to any such change, you must immediately stop using the Software and notify us that you are terminating this Agreement.

## 9. General

9.1. This Agreement is the entire agreement between you and us concerning use of the Software. It supersedes any prior or contemporaneous oral or written negotiations or any agreements between you and us with respect to the Software and any supporting documentation.

9.2. You may not assign any of your rights or obligations under this Agreement to another party.

9.3. Any failure by us to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

9.4. If any provision of this Agreement is held to be invalid or unenforceable under applicable law, then such provision shall be construed, limited, modified, or if necessary, severed to the extent necessary to eliminate its invalidity or unenforceability without in any way affecting the remaining parts of this Agreement.