

# KCTV TERMS OF SERVICE

## 1. Introductory Information

### a. How do the KCTV Terms of Service apply to me?

These KCTV Terms of Service ("Terms") govern your use of:

- i. the KCTV services that you subscribe to or purchase under a service agreement or receive from or through KCTV ("Services"); and
- ii. any device or equipment used to access the Services or used with the Services ("Equipment").

In these Terms, "KCTV", "us", "we" and "our" means Kincardine Cable TV, operated by Rogers Communications Canada Inc.

### b. How do the KCTV Terms of Service work with my service agreement and other materials made available to me?

These Terms work together with the following materials to form your complete agreement ("Agreement") with us, and provide you with the important information you need to help you fully understand your Services:

- i. Your **service agreement** for the specific Service you subscribe to.
- ii. Our **Acceptable Use Policy**, which sets out the rules, policies and limits you must abide by when using the Services. Our Acceptable Use Policy lists examples of prohibited activities and unlawful or inappropriate content and gives us the right to remove content and/or suspend or terminate your Services if you violate the policy.
- iii. Our **Privacy Policy**, which sets out our policies in relation to the collection, use and disclosure of your personal information. Our Privacy Policy details why we collect customer information, how we use it and how we share it, and specifies how to contact us if you would like more information on our personal information handling practices.
- iv. Any **additional terms and conditions** that may apply to a specific Service that you subscribe to or use.
- v. Any **KCTV material describing your Services or products you purchase**.

Your Agreement, with any amendments, is the entire agreement between you and KCTV for the applicable Services. If there is any inconsistency between the materials listed above and these Terms, these Terms will prevail.

### c. Who is responsible for complying with the Agreement?

You, as account holder, are responsible for complying with the Agreement. Among other things, you are responsible for:

- i. all charges on your account;
- ii. ensuring that anyone who uses Services under your account or with your authorization complies with the Agreement;
- iii. ensuring that others do not gain unauthorized access to your account and your Services, including by protecting the security of any user names or passwords relating to your account;
- iv. ensuring that any information you have provided to us is up-to-date and accurate, and to let us know if it changes.

### d. May I transfer my Agreement to someone else?

You will need our prior permission if you want to assign or transfer an Agreement. We may assign or transfer an Agreement or any of our rights or responsibilities under an Agreement without your permission.

## 2. Service Term, Changes and Cancellation

### a. What are the categories of Services covered by my Agreement?

The Services are categorized as follows:

- i. **"Term Services"** are Services that you subscribe to for a committed period of time as indicated on your applicable service agreement ("Term");
- ii. **"Month-to-Month Services"** are Services that you subscribe to on an ongoing basis, but not with a Term; and
- iii. **"Pay-Per-Use Services"** are Services that you use on a per-usage basis (which may be a one-time usage, or usage for a set period of time, such as one day or one week), but not on an ongoing basis.

### b. What is the term of my Agreement?

The term of each Agreement starts on the initial activation date of the Services or the Equipment, whichever is earlier ("**Activation Date**"). You're your Term expiry date for a Term Service, the Service will automatically become a Month-to-Month Service and you will keep your existing Service and Agreement with us, until they are changed or cancelled in accordance with these Terms.

### c. Can KCTV change my Services or my Agreement?

Yes, KCTV may change your Services or Agreement as described below.

We may change any aspect of a Month-to-Month Service or Term Service as well as any term or provision of an Agreement, upon prior written notice to you by bill message, letter or e-mail. If you do not accept the change, your remedy will be to cancel the affected Services or Agreement by providing us with notice of cancellation under Section 2(e) below within **30** days of receiving our notice of change (unless we specify a different notice period or different remedy).

Pay-Per-Use Services are subject to availability and may be changed or cancelled by KCTV at any time without prior notice to you.

### d. May I change my Services?

You may change your Services at any time by contacting us in any of the ways set out in Section 9(d) below. You may be subject to an administrative charge in accordance with Section 3(e) below. Please note that if you wish to change a Service, you may only be able to change to a Service that is currently available in market. Also please note that any Service you remove may no longer be available for the price that you currently pay, or at all.

### e. How can I cancel my Services and when does cancellation take effect?

You may cancel any or all of your Services and any corresponding Agreement at any time by calling us at the telephone number set out in Section 9(d) below. Cancellation takes effect on the day that KCTV receives notice of the cancellation, or a future date specified in that notice (if applicable), whichever is later. Applicable charges continue until that date. However, if you only cancel an add-on, cancellation will take effect on your next billing date for that add-on and applicable charges will continue to apply until your next billing date for that add-on, unless otherwise indicated.

### f. Will I be charged an early cancellation fee if I cancel my Service(s)?

If you subscribe to a Term Service that you cancel before the end of its Term, you will be charged an early cancellation fee as described in the service agreement for that Term Service ("**Early Cancellation Fee**").

### g. What happens if I transfer my Service(s) to another service provider?

Transferring your Service(s) to another service provider is a cancellation of the applicable Service(s) and an Early Cancellation Fee may apply if the transfer results in the cancellation of a Term Service before the end of its Term. Any Service remaining on your account may be removed and/or transferred to a comparable Service plan if the Service or pricing becomes unavailable as a result of the transfer

### h. Can KCTV cancel my Services and when does cancellation take effect?

KCTV may cancel any or all of your Services or accounts and any corresponding Agreement, as long as we give you at least **30** days' prior written notice. Applicable charges continue until the cancellation date.

### i. Can KCTV suspend or cancel my Services without notice?

We may restrict, suspend, block, disconnect or cancel any or all of your Services, Equipment, accounts or identifiers in any way without notice or liability to you, if:

- i. you are in breach of an Agreement, including for non-payment;
- ii. you exceed your credit limit;
- iii. you fail to provide or maintain a reasonable security deposit or other credit requirement when we ask you to;
- iv. you agree to a deferred payment arrangement with us and fail to comply with its terms;
- v. you exceed our reasonable usage limits;
- vi. you have given us false, misleading or outdated information;
- vii. we reasonably suspect or determine that any of your account, identifiers, Services or Equipment is the subject of fraudulent, unlawful or improper usage or usage that adversely affects our operations or the use of our services, facilities or networks by others;
- viii. you harass, threaten or abuse us or our employees or agents;
- ix. you fraudulently or improperly seek to avoid payment to us;
- x. we need to install, maintain, inspect, test, repair, remove, replace, investigate, protect, modify, upgrade or improve the operation of the Services, the Equipment or our facilities or networks;
- xi. any account or service on which your Services depend is cancelled for any reason; or
- xii. we reasonably believe that there is an emergency or extreme circumstance that would warrant that action.

If we restrict, suspend, block, disconnect or cancel your Services or accounts:

- i. you must pay any amounts owing;
- ii. we may also restrict, suspend, block, disconnect or cancel, without notice or liability, your Services under any other agreement or account that you may have with us or a KCTV affiliate (including accounts that may be in good standing);
- iii. you may be charged for any costs incurred by us or any KCTV affiliate in connection with your breach of these Terms, including costs incurred to enforce your compliance;
- iv. your rates for services with KCTV affiliates may change in accordance with the terms of those services.
- v. recurring service charges continue to apply during any suspension of Services.

### j. Will these Terms still apply once my Services are cancelled?

Certain provisions of these Terms may still apply as they may still be relevant even after cancellation of all your Services. Specifically, Sections 1(b)-(d), 2(e)-(j), 4(b), 5(c), 6(d), 8, 9(b)-(c) and the arbitration provisions of Section 9(a) will continue to apply to you after cancellation of your Agreement.

### **3. Account, Charges and Billing Information**

#### **a. How does KCTV bill me for Services?**

Service charges will start on the Activation Date and are billed in advance. Unless we both agree to a different arrangement, your billing period runs for one month, and ends on the bill date noted on the top of your bill. Your Activation Date and billing period won't always start on the same day. When this happens, your Service charges and allotted usage are pro-rated for the period between your Activation Date and your bill date. Usage charges, such as additional data, movie or event purchases are billed after you use them. We may bill you for a charge up to **6** months from the date the charge was incurred.

#### **b. When is my bill payment due?**

Charges on your account are due and payable in full from the date of your bill. If you are paying by mail or through a financial institution, please allow adequate time for your payment to reach us before the required payment date. You are responsible for all charges on your account.

#### **c. What if I don't pay my bill on time?**

If we do not receive payment of an amount due on your account by the specified required payment date, it will be subject to a late payment charge of **2%** per month, calculated and compounded monthly on the outstanding amount (**26.824%** per year) from the date of the first bill on which it appears until the date we receive that amount in full. You agree that we can charge any unpaid and outstanding amount, including any late payment charges, on any pre-authorized payment method on your account (e.g., a credit card or bank account withdrawal).

#### **d. Will KCTV ever assign my account to a collection agency?**

Yes, if your account has an unpaid final balance, then we may assign your account to a collection agency after your account has been cancelled:

- i. at any time, if the contact information for your account is no longer valid;
- ii. no earlier than **25** days after the cancellation date, if your account was cancelled for non-payment; or
- iii. no earlier than **35** days after the cancellation date, if your account was cancelled for any other reason, and you have an unpaid final balance of **\$75** or more or you have not returned rental Equipment.

#### **e. Will I be subject to any administrative charges?**

We may apply administrative charges in connection with your account, including as a result of the following:

- i. price plan change;
- ii. bill reprint requests;
- iii. collection efforts due to non-payment;
- iv. returned or rejected payments; and/or
- v. the restoral of Service.

A list of these charges is available on request, or at [tnt21.com/charges](http://tnt21.com/charges), and forms part of these Terms.

#### **f. What if I do not understand or disagree with a charge on my bill?**

Any questions or discrepancies regarding charges must be reported to us within **90** days of the date of the applicable bill. Failure to notify us within this time period means that you have accepted those charges. If any of those discrepancies resulted in unauthorized or incorrect charges on your account, then we will reverse those charges within **30** days of receiving notice from you.

If you have reported a billing discrepancy to us, then we will wait at least **10** days before cancelling your service in accordance with Section 2(h) or Section 2(i).

#### **g. How do discounts and promotions work?**

We will apply a discount, promotion or benefit to your account as long as you remain eligible for it. We may check your eligibility from time to time, and if you become ineligible to receive that discount, promotion or benefit for any reason, we may remove it, and/or transfer your Service to a comparable Service plan, without prior notice.

### **4. Deposit and Credit Requirements**

#### **a. Does KCTV require security deposits or other payment or credit requirements?**

Yes, we may require a security deposit or impose other payment or credit requirements such as interim payments, mandatory pre-payments, or pre-authorized payments.

#### **b. How are security deposits used?**

Any security deposit you provide to us will be kept for at least **12** months, unless your Services are cancelled sooner. After **12** months, we may release and apply the security deposit against your account balance if we determine that your payment history has been satisfactory or that you have otherwise met our financial criteria for the return of the security deposit. We may apply your security deposit

toward your account if you do not pay your bill and we may require you to replenish the security deposit after use. We will notify you when we apply all or part of any security deposit. We will return to you any security deposit with applicable interest within **30** days of cancellation of your Services or once we have determined that the conditions for returning the security deposit have been met.

### **5. Your Use of the Services**

#### **a. Do I own my Email Address?**

You do not own any e-mail address or other identifier assigned to you. We may change or remove an identifier at any time.

#### **b. Does KCTV monitor the content that I transmit when I use the Services?**

We have the right, but not the obligation, to monitor or investigate any content that is transmitted using the Services or the Equipment. We may also access or preserve content or information to comply with legal process in Canada or foreign jurisdictions, operate the Services, ensure compliance with an Agreement, or protect ourselves, our customers or the public.

#### **c. What are my responsibilities relating to the Services, and KCTV or third party software or content?**

All trademarks, copyright, brand concepts, names, logos and designs that we use are intellectual property assets, registered or otherwise, of or used under license by KCTV, Rogers Communications Inc. or of one of its affiliates. All are recognized as valuable assets of their respective owners, and you may not display, copy or use them in any manner for commercial or any other purpose.

The Services and any software or content that you receive or purchase through KCTV is for your own personal, lawful, non-commercial use. You agree that you will only use the Services and this software and content in accordance with your applicable Agreement and any applicable licence agreements.

Without limiting the previous paragraph, please note that you may not:

- i. copy, distribute, transfer or sell any of the Services or this software or content;
- ii. modify, alter or tamper with any of the Services or this software or content;
- iii. reverse engineer, decompile or disassemble any of this software;
- iv. attempt to defeat, avoid, by-pass, remove, deactivate or otherwise circumvent any software protection mechanisms.

The Services and this software and content remains our property or that of our licensors or content providers, as applicable. Except for the limited rights explicitly granted to you, all right, title, interest and intellectual property rights in and to the Services and this software and content are retained by their respective owners and are protected by applicable trademark, copyright and/or other intellectual property laws and treaties. You must take reasonable steps to protect the Services and this software and content from theft, loss or damage.

Please be aware that software or content may from time to time automatically and, without notice to you, cause your Equipment to access the internet incurring data usage and/or overage charges.

### **6. Equipment**

#### **a. Is Equipment new or refurbished?**

Equipment that you purchase from us is new, unless otherwise indicated. Equipment that you rent from us is refurbished, unless otherwise indicated, and is based on availability.

#### **b. May I upgrade my Equipment?**

You may upgrade your Equipment at any time by contacting us in any of the ways set out in Section 9(d) below. You may be subject to an administrative charge in accordance with Section 3(e) above. If, in connection with your Equipment upgrade, you are subscribing to a new Term and cancelling a previous Term early, you will be charged an Early Cancellation Fee. Please note that if you wish to upgrade your Equipment, you may also be required to change to a Service that is currently available in market. Also please note that any Service or Equipment you remove may no longer be available.

#### **c. Is my Equipment locked or restricted to the KCTV network or Services?**

Purchased and rental Equipment are to be used only with KCTV Services at the service address identified on your account. If you attempt to tamper with any Equipment, it may become permanently unusable and may violate the software license agreement for that Equipment.

#### **d. Will KCTV ever need access to my property?**

You authorize us and our representatives to enter or have access to your premises as necessary upon reasonable notice from us to install, maintain, inspect, repair, remove, replace, investigate, protect, modify, upgrade or improve the operation of our services, the Equipment or our facilities or networks, whether for your benefit or the benefit of others. If any of your Services or accounts have been cancelled, then you authorize us and our representatives to enter or have access to your premises to disconnect the Services and remove our Equipment, as applicable.

**e. Who is responsible for ensuring that my Equipment is compatible and up to date?**

Equipment and related software may have to meet certain minimum requirements and be maintained in certain ways and in certain locations in order to access the Services or for the proper operation of the Services. Those requirements may change from time to time without notice and you are responsible for updating or maintaining your Equipment and software as necessary to meet those requirements. We may provide software updates for the Equipment for the continued operation of the Services or the Equipment. Likewise, from time to time we may have to modify or remove previous software features in order to introduce new features to ensure that the Equipment remains compatible with technological advancements. If your Equipment or software is not up to date, we may not be able to provide you with applicable customer support.

If you use Equipment that you did not purchase or rent from KCTV, your access to and the proper operation of the Service (e.g., public alerts) may be limited. We recommend that you use Equipment provided by KCTV.

**f. What are my responsibilities relating to the Equipment?**

You are solely responsible for:

- i. any access to the Equipment;
- ii. providing any additional connections, as well as inside wiring that are not provided by us;
- iii. reconnecting any of your equipment and facilities as necessary after cancellation of your Services;
- iv. maintaining the security and privacy of your property and your transmissions using the Services, the Equipment or our facilities or networks;
- v. protecting against any breaches of security or privacy or other risks involved in installing, using, maintaining or changing the Services or the Equipment; and
- vi. ensuring that there are no unauthorized attachments to the Equipment or our cable (e.g., for television Equipment, only 1 television may be attached to any outlet).

Except for Equipment that you have purchased, all Equipment we install or provide to you remains our property. For all Equipment we own, you must:

- i. take reasonable care of it;
- ii. not sell, lease, mortgage, transfer, assign or encumber it;
- iii. not re-locate it without our knowledge and permission; and
- iv. return it to us at your own expense upon cancellation of the Services to which the Equipment is related.

If our Equipment is lost, damaged, stolen, sold, leased, mortgaged, transferred, assigned, encumbered or not returned, you must immediately notify us. You agree to pay us the undiscounted retail value of that Equipment, together with any costs we incur in seeking possession of it.

## **7. Your Privacy**

**a. How does KCTV protect my privacy?**

KCTV is committed to protecting your privacy and we take all reasonable steps to ensure that your personal information is safe and secure in compliance with applicable privacy laws and regulations. For more information, please see the Rogers Privacy Policy available at [tnt21.com/privacy](http://tnt21.com/privacy).

## **8. Warranties and Limitation of Liability**

Please note that the term "**KCTV Parties**" includes KCTV and its affiliates, partners, licensors, dealers, representatives, suppliers and agents (and their respective employees, officers, directors, shareholders and representatives).

**a. Are there any warranties on the Equipment?**

The Equipment may be covered by a manufacturer's or other warranty. Please see the materials accompanying your Equipment for warranty information and details, including coverage, duration and how you may make a claim under the warranty. There may also be optional Equipment protection programs made available to you from time to time.

**b. Are there any warranties on the Services?**

The Services that KCTV provides may be impacted by factors beyond KCTV's reasonable control. For this reason, you acknowledge and understand that the Services or access to the Services, public alerts or accessibility services, may not function correctly or at all in the following circumstances:

- i. if your Equipment fails, is not configured correctly or does not meet KCTV's requirements;
- ii. if you install certain third party applications on your Equipment;
- iii. in the event of a network outage or power failure;
- iv. if you tamper with or, in some cases, move the Equipment; or
- v. following suspension or cancellation of your Services or account.

To the maximum extent permitted by applicable law:

- i. the KCTV Parties do not guarantee or warrant the performance, availability, coverage, uninterrupted use, security, pricing or operation

of the Services, the Equipment or any products, content, applications, software, services, facilities, connections or networks used or provided by us or third parties (collectively, the "**Offering**");

- ii. KCTV may limit the amount of an Offering that you may purchase;
- iii. you bear the entire risk as to the use, access, transmission, availability, reliability, timeliness, quality, security and performance of the Offering;
- iv. the KCTV Parties do not make any express or implied representations, warranties or conditions, including warranties of title or non-infringement, or implied warranties of merchantable quality or fitness for a particular purpose, with regard to the Offering.
- v. all representations, warranties and conditions of any kind, express or implied, are excluded;
- vi. no advice or information, whether oral or written, that you obtain from the KCTV Parties creates any term, condition, representation or warranty not expressly stated in an Agreement.

**c. How does KCTV limit its liability?**

Unless otherwise specifically set out in an Agreement, to the maximum extent permitted by applicable law, the KCTV Parties will not be liable to you or to any third party for:

- i. any direct, indirect, special, consequential, incidental, economic or punitive damages (including loss of profit or revenue; financial loss; loss of business opportunities; loss, destruction or alteration of data, files or software; breach of privacy or security; property damage; personal injury; death; or any other foreseeable or unforeseeable loss, however caused) resulting or relating directly or indirectly from or relating to the Offering or any advertisements, promotions or statements relating to any of the foregoing, even if we were negligent or were advised of the possibility of such damages;
- ii. any Offering provided to you or accessible by you through the Services, any charges incurred in connection with such Offering or anything that is or can be done with such Offering even if you are billed for such Offering;
- iii. the performance, availability, reliability, timeliness, quality, coverage, uninterrupted use, security, pricing or operation of the Offering;
- iv. any error, inclusion or omission relating to any telephone listings or directories;
- v. the denial, restriction, blocking, disruption or inaccessibility of any Services, public alerts or accessibility services, Equipment or identifiers;
- vi. any lost, stolen, damaged or expired Equipment, identifiers, passwords, codes, benefits, discounts, rebates or credits;
- vii. any unauthorized access or changes to your account or Equipment, or the use of your account or Equipment by others to authenticate, access or makes changes to an account you may have with a third party, such as a social media or financial account, including changing password or transferring or withdrawing funds;
- viii. any acts or omissions of a telecommunications carrier whose facilities are used to establish connections to points that we do not serve; or
- ix. any claims or damages resulting directly or indirectly from any claim that the use, intended use or combination of the Offering or any material transmitted through the Services infringes the intellectual property, industrial, contractual, privacy or other rights of a third party.

These limits are in addition to any other limits on the KCTV Parties' liability set out elsewhere in an Agreement and apply to any act or omission of the KCTV Parties, whether or not the act or omission would otherwise be a cause of action in contract, tort or pursuant to any statute or other doctrine of law.

**d. Are there any circumstances under which I would have to compensate KCTV?**

You will indemnify and hold harmless the KCTV Parties from and against any claims, losses, damages, costs and expenses (including, without limitation, reasonable legal fees and other litigation expenses) incurred by the KCTV Parties relating to your violation, alleged violation or misappropriation of any intellectual property, industrial, contractual, privacy or other rights of a third party or any alleged libel or slander by a third party against you.

## **9. General**

**a. How can I resolve a complaint or dispute with KCTV?**

If you have a concern that was not resolved, then we invite you to submit a Share a Concern form (located at [tnt21.com/contact](http://tnt21.com/contact)) and we'll respond within 1 business day. If you're not satisfied with the resolution by one of our management team members, then you also have the option to speak to our Office of the President or even directly with the Ombudsman office.

**To the extent permitted by applicable law**, unless we agree otherwise, any claim or dispute, whether in contract or tort, under statute or regulation, or otherwise, and whether pre-existing, present or future, arising out of or relating to the following items will be determined by final and binding arbitration to the exclusion of the courts:

- i. an Agreement;
- ii. the Services or Equipment;
- iii. oral or written statements, advertisements or promotions relating to an Agreement, the Services or Equipment; or

iv. the relationships that result from an Agreement.  
**Where applicable**, arbitration will be conducted in Ontario, on a simplified and expedited basis by **1** arbitrator under the then current laws and rules relating to commercial arbitration in Ontario. KCTV will pay all reasonable costs associated with that arbitration. Any arbitration will be conducted in accordance with our Arbitration Protocol, which is available at [tnt21.com/terms](http://tnt21.com/terms).

**b. What happens if part of an Agreement becomes unenforceable or doesn't apply?**

If any portion of an Agreement is unenforceable, the remaining provisions continue in full force. Our failure to enforce strict performance of any provision of an Agreement does not mean we have waived any provision or right. Neither the course of conduct between us nor trade practice modifies any provision of an Agreement.

**c. What laws apply to these Terms and the rest of my Agreement?**

Each Agreement is governed exclusively by the laws of the province in which your billing address is located and you submit to the exclusive jurisdiction of the courts of that province. However, if your billing address is outside of Canada, that Agreement is governed exclusively by the laws of the province of Ontario and you submit to the jurisdiction of the courts of Ontario. **Please note that your rights and remedies may vary by province.**

**d. How can I contact KCTV?**

To contact us:

- i. visit our office;
- ii. call 1-800-265-3064 ;
- iii. go online at [tnt21.com/contact](http://tnt21.com/contact) to use our live chat;
- iv. send a fax to 1519-559-7159; or
- v. write to KCTV Customer Service, PO Box 10209, RPO Meadowlands Mall, Ancaster, ON L9K 1P3.

Any notice of a claim must be given to the Legal Department, 333 Bloor Street East, Toronto, ON M4W 1G9 and will be deemed to have been given on the date on which it was sent by the party giving the notice.