

# Service Terms and Conditions

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## 1.0 General

Whereas, VU TV+ transacts in legal business agreements providing telecommunication and entertainment and related services to both residential (individuals) and business enterprises/organizations; VU TV+ reserves the right to change, modify and otherwise alter any and all terms and conditions contained herein at any time and at our sole discretion in accordance to jurisdictional law.

The present Terms and Conditions document constitutes our agreement which outlines the regulations that govern the use of our products and related services, by users, both individuals and business entities (collectively referred to as 'You'; 'Customer'; 'Client'; 'Subscriber'; 'Account Holder').

## 1.1 Definitions Throughout This Document

1. 'VU TV+'; 'VU'; 'Us'; 'We' and 'Our' refers to the VU TV+ brand. The aforementioned terms to not extend to include any of our subsidiaries, affiliates and independent agents;
2. 'Customer'; 'Client'; 'Subscriber'; 'Account Holder'; 'You'; refer to any but not limited to individual person, business entity, reseller or any other

end-user that purchase our products, equipment and associated services from VU TV+ and is liable to Us for the terms and conditions in regards to the services rendered;

- To further clarify the aforementioned collective terms, expand to include both:
  - (i) the person identified in VU TV+'s account records as the person responsible for payment of all charges; and
  - (ii) any other individual with actual or apparent authority to represent that person or to use the Service(s). VU TV+ assumes that any individual who identifies himself or herself as You and is able to provide your address, telephone number, and/or any other personal information, is then authorized to receive information about, and make changes to your account, including adding new services, upgrading services, moving services, suspending services, transferring services to another entity and cancelling services.
- 1. "Equipment" means any or all of the devices provided by VU, or devices that is required for the services to run. This includes but not limited to modem, router, phone adapter, Ethernet cables, DSL cables, electrical power plugs, any ancillary equipment necessary to receive the Services;
- 'Commitment Period'; 'Effective Date'; 'Service Agreement'; 'Terms of Service' collectively mean a committed period of time for the use of our products, equipment and services, as indicated on an Agreement;
- 'Service(s)'; means, as the context permits, any or all of the services that VU TV+ provides to customers and for which they have subscribed either on on-going or pay-per-use basis to the address on the account and includes is but not limited to:

1. Internet Services and all related essential or peripheral equipment required to deliver said service
  2. Equipment Rental and all related essential or peripheral equipment required to deliver said service
  3. Future Services that we may render and all related essential or peripheral equipment required to deliver said service to subscribed clients
- “Technician” refers to any technician selected and authorized by VU TV+ to install, activate, and check the functionality of your services as mentioned in the section of installation in the Term and Agreement;
1. “Commission or CRTC” is the Canadian Radio-television and Telecommunications Commission.
  2. “FCC” is the Federal Communications Commission

## 1.2 Legal

- ‘Applicable Law’; ‘Governing Law’ are collectively considered to mean that by enrolling into, installing, using, or paying for VU TV+’s Services, You explicitly state that it has been verified in your own jurisdiction that your use of the Service is allowed in accordance with the law. In addition, you agree to the services, rates, changes, and terms and conditions set forth mentioned in this document. It is your responsibility to investigate, learn, understand and apply these laws accordingly. Moreover, VU TV+ cannot be held personally and/or legally responsible in any manner whatsoever for any property, financial, bodily or any other losses or damages resulting from either the direct or indirect use of our products and services from whomever individual or business party.
- Legal Capacity. You represent and warrant that you possess the legal right, capacity and ability to agree to these Terms and Conditions and use the services in accordance with them. If you are an individual, you represent and warrant that you have reached the age of majority in the jurisdiction in which you reside, and that you are in any event at least 18 years old. If you are using our services on behalf of a corporation or other organization, you represent and warrant that you have the ability to agree to these Terms and Conditions on behalf of such organization and all references to "you" throughout these Terms and Conditions will include such organization, jointly and severally with you personally.

## 1.3 Special Amendments to these Terms and Conditions

Not applicable to Residents of Newfoundland\* or Residents of Québec\*\*:

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, text 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 Section: cancellation below within 30 days of receiving our notice of change (unless we specify a different notice period or different remedy).

Applicable only to Residents of Newfoundland\* or Residents of Québec\*\*:

We may change any aspect of a Month-to-Month Service and the corresponding Agreement, as long as we give you at least 30 days’ prior written notice. We may also change a Term Service and the corresponding Agreement upon at least 30 days’ prior written notice, but will not change the price, term, nature or any other essential elements of that Term Service or that Agreement. In either case, we will send you the written notice by bill message, text message, letter or e-mail and it will contain the new or amended term or provision, the former version of that term or provision (if applicable), the date that the amendment will come into force, and your rights. If a change to a Month-to-Month

Service or a Term Service entails an increase in your obligations or a decrease in our obligations and if you do not accept that change, your remedy will be to cancel the affected Services or Agreement without an Early Cancellation Fee (defined below) by providing us with notice of cancellation under Section Cancellation below no later than 30 days after the amendment takes effect.

NOTE: You are responsible for regularly reviewing our Web site to obtain timely notice of such amendments in the event that you do not receive our email notices or mail.

## 2.0 Service Terms and Conditions

Service Terms and Conditions are the legal rules and regulations that form the agreement governing your relationship as a customer with VU TV+. By using our current products and related services offered therefrom, all parties, said term which encompasses both individuals, business entities together with all other individuals, directly related or otherwise have direct or privileged access to our products and services, including but not limited to our Internet services, and IP TV services, websites, products collectively, the “Subscriber” signifies that said parties have read, understand and agree to be bound by the Terms and Conditions contained herein.

The following Service Terms and Conditions shall apply to all our suite of products including but not limited to Internet, IP TV and their related devices and services which forms the service subscription agreement between consumer party/parties and VU TV+. These services may be regulated by the Canadian Radio-Television and Telecommunications Commission (CRTC) and the terms and conditions may be amended by VU TV+ when needed in accordance to the law of your jurisdiction.

PERSONAL (RESIDENTIAL)
Internet Services subject to availability.
IP TV Services subject to availability.

### 2.1 Internet Services

#### Service Limitations, Performance and Availability

- **VU TV+ DOES NOT WARRANT OR GUARANTEE THAT THE SERVICE(S) CAN BE INSTALLED AT YOUR LOCATION**, or that the installation will occur according to schedule, even if your order has been accepted by VU TV+. The availabilities depend on the local facilities and corresponding carrier(s) (listed but not limited to Bell, Rogers or Cogeco). The actual speed to be installed is dependent upon the on-premise condition, and the decision of technicians. VU TV+ does not have any obligation in case that the installation of the Service(s) fails for any reason.
- VU TV+ does not warrant or guarantee that the Service(s) or the provided Equipment(s) will be compatible to your own equipment, or the equipment(s) and/or service(s) offered to you by third-parties. It is your responsibility to ensure that your existing service, software, or equipment is compatible with the Service(s) provided by VU TV+.
- **VU TV+ DOES NOT WARRANT OR GUARANTEE THAT THE SERVICE(S) WILL BE UNINTERRUPTED OR ERROR FREE**. Interruptions might happen under these circumstances, which includes but not limited to: scheduled maintenance, server upgrades, power outage, construction, malicious network attacks or force majeure. By using the Service(s) provided by VU TV+, you assume all risks associated with the use of the Service(s) under any high-risk conditions, in which damage or injury may result if error occurs.

- VU TV+ does not warrant or guarantee that its Service(s), software, or Equipment(s) will perform at a particular speed, bandwidth, or data throughput rate. In addition, **VU TV+ DOES NOT GUARANTEE THE WIRELESS(WI-FI) SPEED, COVERAGE, OR PERFORMANCE.** All Service(s) is provided on a Best Efforts Basis. The quality of services is dependent on numerous factors, some of which are beyond our control, including but not limited to: signal interference, equipment failure, exposure to elements, the distance from the customer to our network equipment, the usage by other customers in that geographic area. Internet speed may also be affected by traffic management practices, if any, that are applied to the service. All Service(s) is provided on a Best Efforts Basis.

## 2.2 Service change

- The Service(s) may be changed and/or moved, provided that you request for such change, and the costs are covered by you, which may include any downgrading, upgrading, moving fee and other costs necessary to complete the request. You will be informed of the costs before any such changing/moving request is finalized. Note that for any such changing request(s), it is always subjected to availability checks, and it may be rejected by VU TV+ because of service availability or reliability.
- VU TV+ reserves the right to make change to, move/relocate your Service(s) and/or modify your account, at its sole discretion, without your consent, under the following conditions without limitations (you are not required to pay for such changes, unless there is a breach of terms):
  - i. Service availability changes
  - ii. Service reliability changes and physical line degradation
  - iii. Discrepancy between your service address and actual address
  - iv. Discrepancy between your address type and actual address type
  - v. Others, as outlined within **the Support section** of this agreement

## 2.3 Usage

- The internet is a public network and as a result we do not warrant or guarantee that any communication, or use of our services, is secure or protected from interception by unauthorized individuals. Also, be aware that some content, products or services available on the internet may be offensive or may not comply with local laws. We do not attempt to censor, control or monitor any such content or activity and you must assume total responsibility and risk for using the internet.
- Any account names or network addresses that are assigned to you shall remain our property at all times.
- The dynamic IP we provide is assigned to customers to access the internet via the service to be used only for residential or commercial purposes.
- In connection with your breach of any terms of this Agreement, we may terminate this agreement if you engage in one or more of the below prohibited activities.
- VU TV+ reserves the right to take appropriate actions if your usage is deemed non-residential, including notification, warning, modification, disconnection, or termination of your service(s).
- If we determined that you have violated this agreement, we may:
  - i. Issue a warning to you;
  - ii. Suspend your access to some or all features of the services;

- iii. Terminate this Agreement;
  - You may not do any of the following:
    - . Access information which you are not authorized to access.
    - i. Distribute copyrighted material which you are not authorized to distribute by the copyright holder.
    - ii. Distribute unsolicited bulk email (spam).
    - iii. Transmit data that is unlawful, harassing, abusive or defamatory.
    - iv. Knowingly transmit a virus, Trojan, malware or other harmful software program.
    - v. Use our services in any way that would negatively affect our brand, goodwill or reputation;
    - vi. Abuse or violate the privacy of others.
    - vii. Abuse or fraudulently use the internet in any way.
  - Additionally, if significant damage and/or any legal issues arise as a result from the improper use in violation with this agreement, VU TV+ reserves the right to charge you for any direct or indirect cost incurred, including any additional costs to enforce your compliance with our company.

## 2.4 Support

- If the Equipment experiences malfunctions during its intended use, VU TV+, at its sole discretion, will maintain and replace the Equipment if necessary. In such an event, you agree that VU TV+'s liability and your sole remedy is limited to a refund of charges or the replacement of such Equipment(s) by VU TV+, provided that you notify VU TV+ immediately upon Equipment(s) malfunction. If it is determined that repair was not required or was required due to damage caused by you, you agree to pay VU TV+'s cost necessary for such repair or replacement.
- Upon cancellation or termination of Services, you agree to return the Equipment(s), which is owned by VU TV+, at your own expense. You are responsible for the continuing charges of the Equipment(s) until its return. If you fail to return the Equipment(s) within the required time, Carry Telecoms may repossess the Equipment(s) at your expense, and/or may charge you for the replacement cost of such Equipment(s).
- Compensation of service interruption. There is no compensation or remedy for the service interruption in the case of less than seven (7) days. VU TV+ has the sole discretion to decide the remedy amount of service interruption in the case of more than seven (7) days. The refund amount for internet service should be no more than your service payment. VU TV+ will only refund for those relevant internet service fees, such as, modem, installation and monthly fee. VU TV+ reserves the right and will not refund any remedy which not related to VU TV+ internet service. VU TV+ does not take any responsibility for all of the costs incurred under any condition.
- Any refund or credit provided by VU TV+ will be subjected to the conditions of this agreement.

## 2.5 Acceptable Use Policies:

- The Subscriber is solely responsible for use of the Services by itself, or any other person (collectively, the "End Users"). The Subscriber agrees to comply, and to ensure that the End Users comply, with the following policies and procedures associated with the use of the Services.
- Rules

While using the Service, you may not:

- i. post, transmit, distribute information that constitute a criminal offense.
  - ii. post or transmit messages constituting "spam", which includes but is not limited to unsolicited e-mail messages, inappropriate postings to news groups, false commercial messages, mail bombing or any other abuse of e-mail or news group servers;
  - iii. post or transmit any information or software which contains a virus, "cancelbot", "trojan horse", "worm" or other harmful or disruptive component;
  - iv. upload, download, post, publish, retrieve, transmit, reproduce, distribute other material which is confidential or is protected by copyright.
  - v. use the Service for an unattended automated operation, including but not limited to point-of-sales applications.
  - vi. engage in account sharing, includes permitting third parties to use your Service account and password; or
  - vii. use the Service for simultaneous sessions using the same User ID and Password.
- Your Equipment

It is your responsibility to ensure that your hardware meets the minimum requirements stated by VU TV+ as being necessary to use the Service. From time to time, the hardware required to access and use the Service may change. Accordingly, your hardware may cease to be adequate to access and use the Service.

- VU TV+ will not assume any responsibility for your acts, omissions or of any individual who uses your account. An individual with Internet access can cause damage, incur expenses and enter into contractual obligations while on the Internet. All such matters are your responsibility. As between VU TV+ and you, you are better able to put in place physical and procedural impediments to the inappropriate use of and to supervise your account. Account and password protection will be your responsibility. Any detriment that is caused to the network as a result of a failure to properly secure your computer system may result in the termination of the Service.
- You acknowledge and understand that when using home networking and internet service, there are certain inherent risks (e.g. others may gain access to your system or you Services and Accounts). VU TV+ shall not be liable for any claims or damages related to home networking and internet access, even though the service may be provided, installed maintained or supported by VU TV+.
- Monitoring

VU TV+ has no obligation to monitor the Service(s). However, in order to protect itself and its subscribers, VU TV+ will be entitled to electronically monitor the Service from time to time and disclose any information concerning the End User required by the Subscriber or that is necessary to satisfy any law, regulation or lawful request or as necessary to operate the Service or to protect itself or others. VU TV+ will not intentionally monitor or disclose any private information or e-mail message(s) unless required by law. VU TV+ reserves the right to refuse to post, or to remove any information or materials, in whole or in part, that it determines in its sole discretion, are unacceptable, undesirable, or in violation of these policies.

## **2.6 Installation of Services:**

You hereby authorize VU TV+ or its agent to install services and provide services as requested. You acknowledge that all Contracts are subject to final site survey and inspection; at which time a final decision of service availability and additional installation fees may be applicable.

## **3.0 IPTV Services**

VU TV+ will provide you with the ability to receive video and audio programming channels at your premises, only as delivered by VU TV+ in accordance with the distribution licenses held by VU TV+. The Services may also provide access to video on demand and pay per view programming, interactive programming and related personal video services.

Subscriber understands and acknowledges that VU TV+ IPTV Services must include the minimum levels of programming required by Canadian government regulation programming and that these requirements may change from time to time without notice. Programming channels may be suspended from time to time or cancelled permanently, and individual programs may be blacked out in your local viewing area, due to restrictions imposed by the providers of such programming or the rights of Canadian programming services. You agree that VU TV+ may at its discretion substitute alternative programming to replace the suspended, cancelled or blacked out programming. No rebates will be credited to your account for any such programming black-outs. Your sole remedy, available only where programming channels have been permanently cancelled, is to cancel your subscription to the programming package containing such channels, effective at the end of your current billing period.

## **3.1 Equipment**

VU TV+ will supply, install, maintain and repair all facilities and equipment necessary to provide the Services up to the point of connection with the facilities or equipment owned by you. All VU TV+ equipment will remain the property of VU TV+ and must be returned to VU TV+ upon termination of this Agreement for any reason. VU TV+ may charge you for all work and equipment supplied in order to extend existing VU TV+ network facilities to your premises, including any expenses incurred to secure rights of way, access and occupancy.

VU TV+ is not responsible for the maintenance or repair of facilities or equipment owned by you, and does not guarantee that the Services will operate with all television sets, remote controls, home theatre components or other audio/visual equipment. The Services require electrical power to operate, which you must supply at no charge to VU TV+, and you acknowledge and accept that you may lose service during a power outage unless you supply, install and maintain at your own expense a battery backup power system.

## **3.2 Equipment Policy**

### **Equipment's Warranty**

All equipment purchased at VU TV+ is guaranteed for 1 year. VU TV+ will choose to either repair or replace equipment at its sole discretion. The warranty does not apply to any physical abuse of the equipment, damage resulting from an accident, and damage due to loss of parts or modifications made by You to the equipment without VU TV+'s prior consent.

## 4.0 Billing and Payments Policy:

### Prepaid services definition

Our services are prepaid therefor you pay in advance for the services.

### Billing access

Invoice statements will be sent via e-mail, unless requested by You a paper invoice will be mailed out with additional charges of \$3. Please note every account with VU TV+ has access to their [account information](#) on our Web site.

You may find the information on your welcome letter email.

EG:

Account ID	Telephone Number	Log in User Name	Log in Password	Promotional Recommendation Code
CA000111XXXX	514XXX-XXXX	Lastname_Firstname	XXXXXX	1XUO4

### 4.1 Creation of Invoices

New invoices are generated, on a monthly or yearly basis and in accordance to the selected plans, they are emailed or mailed and also made available on your account online with VU's website. We make them available to you 20 days prior to your billing cycle. The invoice will include the details of the services rendered, the discounts when applicable, any fees or waved fees, credits or adjustments, last payment received, in addition to outstanding balances and additional charges if applicable.

### 4.2 Recurrent Charges

Repeated charges on repeated services delivered to our subscriber on a regular basis until disconnection.

### 4.3 One-time Charges

Also known as non-recurrent charges that are due one time see table below.

In addition to your service charges VU TV+, may charge additional fees in accordance to the situation and jurisdiction. All fees and charges are subject to changes and applicable taxes.

RECURRENT CHARGES		ONE TIME CHARGES
Internet services		Device purchase \$80-100
IPTV services		Modem Deposit \$49
Device Rental \$5		NSF/Returned payment/Pre-authorized payment denial \$15.50
Monthly paper invoice charges	\$3.00	Reactivation after non-payment fee \$5.00



	Late payment fee	2%
	Shipping	
	Payment made through customer service representatives	\$2.00 surcharge

#### 4.4 First Invoice Due Date

Prior to initiating the service, you will be billed for any one time charges, this may include, deposits, installation, activation, purchase of equipment, extended warranty, in addition to the service fees from the activation date of your services to the end of the next month. The first invoice is due 7 to 10 days prior installation date. If payment is not received or arranged your installation will automatically be delayed or cancelled.

On initiation of service, any outstanding balance is due once service installed.

Thereafter, You will be billed for our prepaid services from the 1<sup>st</sup> to the end of the month, This bill will include your service charges along with any promotional rebates in accordance to the services selected.

Payments are to be made in accordance to the due date on each invoice.

Additional one time fees may be added to your account when it applies, these fees may be linked but not limited to, service change, moving, upgrades, device purchase, or rental.

#### 4.5 Billing Cycle

The interval of time during which bills are prepared for goods and services that VU TV+ has sold. A monthly plan billing cycle consist of 30 days service charges, a yearly plan billing cycle consist of 12 months of service charges.

VU's billing cycle is recurring and is most often set to repeat on a monthly basis or yearly as per client's chosen services and plans. Bills are generated 20 days before the due date mentioned on your invoice. Your billing cycle will remain the same unless the service has been discontinued or disconnected for one or any of the reasons mentioned under cancellation or termination.

#### 4.6 Due Date

Payments are to be received by or prior to the due date on your invoice, or 30 days cycle. The services are prepaid, payments are to be received prior to using the services. Currently if your billing cycle is from the 1<sup>st</sup> to the 30<sup>th</sup>, the due date in this case is set on the 1<sup>st</sup> of each month. Failure to do so leads to an added late payment fee of 2% charged automatically on your next invoice.

#### 4.7 Payment

All service payments must be made by one of our payment methods listed down below. Unless prior arrangements have been made. Payment is due in full upon billing due date listed on the bill.

We accept payment in the following methods or forms:

1. Credit card: with selected credit cards only, this method is available to all our clients over the phone, on VU's quick pay link mailed along with your bills, on our website, in [your account](#) with VU TV+ online.

Please note currently American express, discovery are not supported.

For authorized credit card payment: All credit cards will be charged automatically for each billing period on the 25<sup>th</sup> date of each billing cycle, if declined an email will be sent out to inform you and the second attempt to charge your card will take place on the 1<sup>st</sup> date of your due date.

It is your responsibility to provide Us with up to date credit card information and to ensure that your credit card account will accept our charges at the time of automatic payment.

Balances that remain unpaid after the due date will be charged interest at a rate of 2% per month.

1. Bank: by online banking, or by PAP agreement or valid cheque: you may choose one of the following please note you may need the company name and your account ID with VU TV+, found on each invoice.

NSF cheques will be assessed a \$15.50 handling fee. A service charge of 2% per month will be charged on all past due amounts. And You are responsible of paying the overdue balance on your account.

1. PayPal you must have a valid and active PayPal account you will need your account ID with VU TV+.

Please allow sufficient time for any payment received other than by card or PayPal as the processing time may delay the delivery of payment on time. VU TV+ credits your account on the date we receive them, and not the date you mailed them.

## **5.0 Suspension, cancellation or termination**

- Customer request for cancellation

Applicable to Residents of Ontario and Quebec

unless otherwise permitted by applicable law:

- i. You may terminate any or all of your subscribed Service(s) at any time by contacting VU TV+ at the phone number, set out on the VU TV+ website at [www.VUTVPLUS.com](http://www.VUTVPLUS.com), and speaking with a VU TV+ Team Member.
  - ii. If your account has a credit balance over \$10 at the time of termination, then we will refund that balance to you within 60 days of the date of termination. (Note: does not apply to promotional credit) If the Service(s) is terminated by either party, applicable charges continue to apply until the date of the notice or a future date specified therein (if applicable), whichever is later.
  - iii. All the credit balance applicable will be refunded back to the credit/debit visa/prepaid visa card that the customer paid from. No other form (e-transfer/PayPal/cheque) is applicable.
  - iv. Cancellation or plan changing must be telephoned to our call center department.
- VU TV+ may suspend or terminate the service without any notice
  - Your service might be suspended without any notice when there is no payment by due date.

- i. VU TV+ may terminate any or all of your Services or accounts upon no less than 30 days' advance notice to you at your billing address, which may be an email address provided by you to VU TV+ for billing purposes.
- ii. We may block, suspend or terminate any or all of your Services or Accounts in any way, without notice or liability to you, if
  - a. You fail to pay the invoice;
  - b. You disagree or violate our policy, terms or conditions;
  - c. You harass, threaten or abuse VU TV+, its Service(s), our employees and/or agents;
  - d. You are not willing to cooperate with our troubleshooting procedure.
  - e. You violate any of the terms described in **Section 2 and Section 4**

## 6.0 Services:

### 6.1 Service Charges

VU TV+ strives to provide premium quality Services at competitive prices. We provide no guarantee in this regard. The service charge will remain unchanged during the prepaid period of the Service. The prices for monthly Services packages may be modified from time to time at VU TV+'s sole discretion, following a period of 30 days' notice to the Customer.

### 6.2 Change of Services

You may change your Services at any time by contacting us by phone.

Please note that if you wish to change a Service, you may only be able to do so to Services that are currently available in the market and in your desired address. Also note that any Service you remove may no longer be available, or may be subject to the price available in that period, we do not guarantee old prices once services changed.

### 6.3 Reactivation of Services

Reactivation after non-payment suspension

Reactivation can only take effect once the balance is cleared on the account. The reactivation may vary from 5 min to up to 1 business days this depends on the type of services and the number of services on the account, please take into consideration provincial and federal holidays in your jurisdiction and that of our partners. Reactivation fee of \$5 may apply and the charges are applicable automatically on your next invoice.

Please be advised VU TV+ reserves the right not to provide credits on the days your services are suspended due to non-payment as we attempt to contact the subscriber through the means provided to us initially on the account and billing due date reminders are sent out on several occasions.

Reactivation after disconnection of services

Once your account is disconnected, you will be required in addition to pay month's service. This fee is due immediately and reactivation will be subject to a technician's availability. This may take 7 to 10 business days and may be longer in high seasons. For more details contact our agents.

## 6.4 Limitation of Liability

The Services are provided "as is". VU TV+ makes every effort to provide high quality service, but does not guarantee that the performance or availability of the Services will satisfy your needs or expectations. In the event of a problem with the availability or performance of the Services, VU TV+ will take the reasonable and necessary measures to resolve your issue, but does not guarantee it will be resolved within any limited time.

## 6.5 Force Majeure

VU TV+ services depends on including networks, cabling, facilities and certain equipment that are not in our control; accordingly (i) any representation made by us regarding access performance, speeds, reliability, availability, use or consistency of the Website is on a "commercially reasonable efforts" basis, (ii) we cannot guarantee any minimum level regarding such performance, speed, reliability, availability, use or consistency, and (iii) data, messages, information or materials sent over the Internet may not be completely private, and your anonymity is not guaranteed.

VU TV+ shall not be responsible for interruptions in Service caused by Force Majeure events which include, but are not limited to, such events as acts of god; terrorism, strikes; fire; war; riot; or government actions.

## Submissions:

You agree that no submissions by you to the VU TV+, websites, servers, social media, or its affiliates, will violate any right of any third party, including privacy or other personal or proprietary right(s). You also agree that no Submissions by you to our website or servers, devices, and social media will be or contain libelous or otherwise unlawful, abusive or obscene material. You are and shall remain solely responsible for the content of any Submissions you make.

## 7.0 Account Transfers:

Your account remains under the subscriber unless, you agree to transfer your account to a new end user, in order to transfer the account successfully the new subscriber and the former account holder should meet VU TV+'s Transfer conditions and requirements:

- The former account holder must:
  1. Clear all outstanding balance.
  2. Inform VU TV+, Send an email or letter in writing to report the transfer including the name and phone number, email address is available and service address of the new account holder. It must be dated, signed by both yourself and the new potential account holder.
  3. Must contact VU either by phone, or in person along with the potential new account holder.
  
- The potential new account holder must:
  1. Agrees to the terms and conditions applied on the account upon the transfer.

Terms and conditions on a transfer may change and vary as per VU's current applicable terms and in accordance to the law in your jurisdiction.

- iii Is responsible of payment on a regular basis from the date the account is transferred onwards.
- iv Must provide accurate information about name, phone number, email address, or best means of contact.
- v Must pay any deposits on the account to maintain the same privileges for example equipment rental.
- vi Must pay the first month and any dues on the date the transfer is concluded.
- vii New account holder then agrees to use the service as is, in the same address with the same service conditions.

## 8.0 Collections

Outstanding charges after cancellation:

Should there be an outstanding balance any deposit on the account will then be used to cover the charges remaining on the account the remaining balance will then be mailed out by cheque to the mailing address on your file. It is your responsibility to keep us informed and up to date with your service address, mailing address and shipping address whenever applicable.

This notice must be e-mailed, faxed or mailed to the Company or otherwise delivered in accordance with the Company's policies.

Bad debt: If the deposit is not sufficient to cover these charges a final notice will be mailed to your address no later than 30 days after cancellation, failure to pay the remaining balance on the account will lead to collection agencies including the collection service fees. This will lead to bad credit.

Should collection agencies receive your account due to none payment of outstanding balance, Subscriber agrees to pay any collection costs incurred including reasonable attorney's fees, filing fees and court costs.

## 9.0 Common Use Policy

The Subscriber agrees that the personnel of the Company and its sub-contractors (together recognized as the "Service Providers") will be allowed at their sole discretion to install, upgrade, repair and maintain equipment to:

1. a) provide service to the Subscriber; and
2. b) operate the network (including without limitation the Equipment at the Subscriber's premises) for the benefit of, and to provide services to, all Subscribers. The Subscriber specifically agrees where applicable, provide access to the interior of the Facilities during regular hours of operation for the Service Provider to maintain the Equipment, its power and network connections.
3. Provide reasonable care and protection for the Equipment
4. Prevent anyone from moving, altering or modifying the Equipment, its installation and configurations

## Prior Agreements Void

This Agreement hereby supersedes all previous representations, understanding, or agreements, written or oral, by or between you and the Company, and shall prevail notwithstanding any variance with terms and conditions of any and all orders submitted.

## Warranty

In providing Internet access service. The Company, its officers, directors, employees, representatives and agents, make no representations or warranties except as expressly stated herein and expressly disclaim all implied warranties, including, without limitation, warranties of merchantability, fitness for a particular, purpose and security, and shall not be liable to the subscriber for indirect, indirect, incidental, special or consequential damages of any kind resulting from provisioning of or failure to provide the service without limiting the foregoing, the company will not be liable for damages resulting from the use or inability to use the service or to access the internet reliance on information obtained through the internet, interruptions in the service for any reason, deletion of files or email, lost data, unauthorized access to the customer's records or files, errors, defects, damages to equipment computers and stored information, due to viruses, delays in operation or transmissions or any other failure of performance.

## Binding Agreement

This agreement shall be binding upon the successors and assigns or, as the case may be. The heirs and personal representatives, of the Company and the subscriber. VU TV+ Email info@vutvplus.com.com The undersigned subscriber acknowledges that the terms and conditions of this contract as set out above and on the reverse side of this document have been read and are understood and agreed to.

## Indemnity

You undertake to hold harmless, guarantee and assume responsibility for the defense of VU TV+ and the Carriers against any claim, action, proceeding or formal notice, including legal and judicial fees, in relation to any damages or regulatory proceeding that may have resulted from your negligence or your unlawful use of the Service or the equipment.

In no event shall VU TV+, its officers, directors, employees, affiliates, agents or any other third-party provider who furnishes services to You in connection with this agreement or the service be liable for incidental, direct, indirect, special, punitive, exemplary or consequential damages, including but not limited to loss of data, loss of revenue or profits, or damages arising out of or in connection with the Customer's use or inability to use the Services, including the inability to access emergency services via the Services at any time or from time to time, or any interruption or degradation of the services, except in the event the Customer's inability to use Services was due to the intentional or gross fault of VU TV+, or its representatives.

**The Terms & Conditions document was last revised on – March 25, 2021**