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**maxTV Terms of Service**

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**Description**

*maxTV*<sup>™</sup> is the SaskTel family of digital broadcast television services with interactive capability providing high speed internet access functionality.

**Terms and Conditions**

The terms and conditions that apply to your use of SaskTel *maxTV* (“Services”) are the following:

1. Pages 49-72, SaskTel’s Non-Tariffed Terms of Service of SaskTel’s Non-Tariffed Products and Services Schedule.
2. The interactive component of the Services (high speed internet access functionality) is provided subject to pages 692-709, SaskTel Internet Services Terms of Service, of SaskTel’s Non-Tariffed Products and Services Schedule.
3. The interactive component of the Services (high speed internet functionality) is also subject to SaskTel’s Acceptable Use Policy that can be found at [www.sasktel.com](http://www.sasktel.com).
4. Neither SaskTel nor any of its affiliates, SaskTel's parent corporation, any of their officers, directors, employees or agents (“SaskTel”) are responsible for the content of the programs SaskTel distributes, receives or produces as part of the Services or your use of any such content made available by or with your use of the Services. SaskTel shall not be liable to you or any other party for any loss or damage or any claim of any nature whatsoever resulting from the content, validity or quality of the programs or other content SaskTel distributes or produces or makes available via the Services or any use you make of any such content or any use you make of the Services, including without limitation, your use of the Services as a source of background music. You agree to indemnify and save SaskTel, its parent corporation, officers, directors, employees and agents harmless from and against all third party claims and causes of action of any kind or nature for losses and damages arising directly or indirectly from your use of any content made available by or with the Services or from any use you make of the Services.

**maxTV Terms of Service - Continued**

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**Terms and Conditions - Continued**

5. Rental of a **maxTV**<sup>™</sup> Personal Video Recorder (“PVR”) Set Top Box is subject to the following additional terms and conditions:
  - a) SaskTel does not provide support to Customers for the transfer of any content from their PVR to the Customer’s VCR or DVD or any other device;
  - b) SaskTel has no responsibility for any content that is lost after having been recorded into the hard drive of a PVR. If the Customer’s PVR proves to be defective and must be replaced, any content stored by the Customer on the original unit will be lost. Content stored by the Customer may also be lost where the Customer experiences problems with a PVR and in the course of SaskTel attempting to resolve such problems, SaskTel must reformat the hard drive of the Customer’s PVR;
  - c) SaskTel has no responsibility for any failure by the Customer’s PVR to record content that the Customer has requested the unit to record; and
  - d) Content from **maxTV** Movies on Demand service cannot be recorded using a PVR.

SaskTel may at any time and from time to time amend or modify these **maxTV** Terms of Service and/or any fees, features or other aspects of **maxTV** provided without your consent. Any amendments or modifications to these **maxTV** Terms of Service shall be effective immediately upon posting of the modified or amended terms on this page. SaskTel may from time to time endeavour to notify you of any such modifications or changes to these **maxTV** Terms of Service. 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 SaskTel e-mail accounts; (iv) recorded announcement; (v) posting on [www.sasktel.com](http://www.sasktel.com); (vi) call to your billed telephone number; (vii) newspaper ad; or (viii) speaking to you or leaving a message for you.

**maxTV Terms of Service - Continued**

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**Terms and Conditions – Continued**

You agree to review this page periodically to be aware of modifications or amendments to these Terms of Service. Your continued use of the Services following such notice means you agree to such amendments and modifications. 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.

*End*

(Reserved for future use)

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