

maxTV Terms of Service

Description

SaskTel maxTV is the SaskTel family of digital broadcast television services. maxTV is a subscription based IPTV service which delivers live TV, video on demand (On Demand), pay-per-view (PPV) and personal video recorder (PVR) functionality. The different types of maxTV service available are maxTV as an IPTV based service, maxTV Stream as an Android TV service and the SaskTel maxTV App.

N
|
|
|
|

Terms and Conditions

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

C

1. Pages 49-72, SaskTel’s Non-Tariffed Terms of Service of SaskTel’s Non-Tariffed Products and Services Schedule.
2. Anytime one of the Services use SaskTel internet, (high speed internet access functionality), the use is provided subject to pages 692-709, SaskTel Internet Services Terms of Service, of SaskTel’s Non-Tariffed Products and Services Schedule.
3. Anytime one of the Services use SaskTel internet, (high speed internet access functionality), the use is also subject to SaskTel’s Acceptable Use Policy that can be found at www.sasktel.com.
4. Neither SaskTel nor any of its affiliates, SaskTel's parent corporation, any of their officers, directors, employees or agents 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.

C
|
C
|
C
|
C

maxTV Terms of Service - Continued

Terms and Conditions - Continued

5. Rental of a maxTV Personal Video Recorder (“PVR”) set-top box and a subscription to the PVR service are 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;
 - d) Content from maxTV on Demand service cannot be recorded using a PVR; and
 - e) Use of PVR set-top box also requires a subscription to the PVR service.

6. All SaskTel documentation and written materials will be presented in English only. Verbal communication with French or other language speaking sales representatives is available upon request. Up to a five (5) day waiting period may be required depending on the language requested and availability of the appropriate service representative.

7. All prices and fees are subject to applicable taxes.

8. The rental fee for set-top boxes is \$4.95 per month, per box. Basic maxTV includes the first set-top box free of charge.

9. Standard service connection charges apply to all maxTV installations unless an in-market promotion waives those fees.
 - a) maxTV standard service connection charges - A \$75 one-time charge is applicable for residential customers, and a \$99 one-time charge for Business customers.
 - b) maxTV Stream standard service connection charges - A \$75 one-time charge is applicable for residential customers unless a customer subscribes to the Premium service package of maxTV Stream service.

C
|
N

F
C
F
|
N
|

maxTV Terms of Service - Continued**Terms and Conditions - Continued**

10. SaskTel does not guarantee uninterrupted working of its service, facilities, circuits, lines, or equipment and is not liable for any damages arising from omissions, interruptions, delays, errors or defects in transmission, or failures or defects in SaskTel facilities or equipment. Where there are omissions, interruptions, delays, errors or defects in transmission, or failures or defects in SaskTel's facilities or equipment, SaskTel will not offer refunds pertaining to a service outage.

11. maxTV and maxTV Stream Customers can add and drop theme packs or single channels as they want, however they will always be charged a 1-month minimum charge for their first month.

M N

Own on maxTV

You may, for eligible content, pay a price as specified to have unlimited views of that content while you are a maxTV or maxTV Stream subscriber. Upon termination of your maxTV subscription or your maxTV Stream subscription, you will not be able to retrieve this content. If you subscribe to both services, content is not transferable from maxTV Stream to maxTV or vice versa.

Termination

Upon termination of maxTV Service, Customers are responsible for returning their rented equipment to SaskTel and any equipment not returned may be subject to a fee. Termination of maxTV service results in the loss of all content Customers have subscribed to or purchased prior to termination of maxTV service.

Upon termination of maxTV Stream Service, if a maxTV Stream media box was purchased pursuant to an in-market promotion and a Customer has not retained their maxTV Stream subscription for 6 months, a \$100 recovery fee for the maxTV Stream media box is chargeable to the Customer. This fee covers the cost of subsidized maxTV Stream media box that would have been recovered by SaskTel had the Customer retained maxTV Stream service for longer than 6 months. To avoid this fee, Customers can return their media box to SaskTel upon termination of their maxTV Stream service. Termination of maxTV Stream service results in the loss of all content Customers have subscribed to or purchased prior to termination of maxTV Stream service.

maxTV Terms of Service - Continued

Terms and Conditions - Continued

Default

M¹ M²

If you fail to pay any amount owing to us for the Service, SaskTel can decide to suspend or disconnect your service, provided:

- a) your account exceeds fifty dollars (\$50) or has been past due for more than two (2) months;
- b) you fail to provide us with a security deposit or other reasonable alternative when we have requested you to do so;
- c) you previously agreed to a deferred payment arrangement with us and have not complied with the terms of that arrangement; or
- d) we suspect fraud.

Before we suspend or disconnect your Service, SaskTel will provide you with:

- 1) at least fourteen (14) calendar days' prior notice;
- 2) the reason for suspension or disconnection of your Service and the amount owing, if any;
- 3) information about the availability of any deferred payment plans;
- 4) our fee for reconnecting your Service; and
- 5) contact information of our representative with whom disconnection of your Service may be discussed.

The charge to re-connect your Service after it has been suspended is thirty-five dollars (\$35).

SaskTel will provide you with a second notice at least twenty-four (24) hours prior to suspension or disconnection of your Service, except where:

- i) repeated attempts to contact you have failed;
- ii) immediate action is required to protect our network from harm; or
- iii) we suspect that fraud is occurring or likely to occur.

SaskTel will suspend service only on business days between 8 a.m. and 4 p.m. If the business day precedes a non-business day, suspension must not occur after 12 o'clock noon.

M¹- Moved from page 634

M²- Moved to page 636

maxTV Terms of Service - ContinuedN
D**Terms and Conditions - Continued**

N

Default - Continued

M

We will not disconnect your Service if:

- i) you notify us before your scheduled disconnection date that you dispute the reasons for disconnection;
- ii) you pay the amount due for undisputed charges; and
- iii) we do not have reasonable grounds to believe that the purpose of your dispute is to avoid or delay payment.

If your Service is suspended, you are still responsible for paying all charges for the Service, including monthly access charges and any fees to restore your Service, until your Service is either cancelled or restored. Unpaid balances will be sent to a Collection Agency at minimum 32 days after suspension.

General

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; (vi) call to your billed telephone number; (vii) newspaper ad; or (viii) speaking to you or leaving a message for you.

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.

N

maxTV Terms of Service - Continued**SaskTel maxTV App****Description**

The SaskTel maxTV app provides access to your maxTV or maxTV Stream subscription allowing for access to live TV and video on demand content (VOD) through an iOS or Android based app. The maxTV app may be downloaded from the Apple Apps Store or Google Playstore.

Terms and Conditions

Terms and conditions specific to the maxTV app are as follows:

1. The functionality of the max TV app (in this section, the “Service”) is only available to Customers of the Service while in Canada who have a valid maxTV or maxTV Stream subscription. The Service is not available for use while the Customer is outside of Canada. If you access and use the Service on a wireless device on a wireless network, such usage will be applied against or come out of any data plan you may have with your wireless device.
2. Not all aspects of the Service, including, without limitation, certain content viewing and access to high-quality video, will be available to you unless the digital device you use to access the Service and your Internet or wireless network connection satisfy the Service’s minimum technical requirements of 1.3 mbps.
3. You may access the Service through a wireless app that is available from Google Play and the App Store. All information collected from you by installation and use of the Service on your wireless device is subject to SaskTel’s privacy policy. Attempted content purchases using the Service may be restricted on iOS devices, and you will not be able to make such content purchases directly from the Service using an iOS device. However, such content purchases may be made from another device that is not an iOS device, using the same Service subscription.
4. To obtain access to the Service, you are required to have a valid mySaskTel username and password associated with your maxTV or maxTV Stream subscription. To be able to subscribe to the Service you must be a SaskTel customer with an account in good standing with SaskTel and subscribe to either maxTV or maxTV Stream.

maxTV Terms of Service - Continued**SaskTel maxTV Stream****Description**

maxTV Stream is a subscription TV service that leverages an android media box with a pre-loaded app to deliver live TV, video on demand (On Demand) and pay-per-view (PPV) content (in this Section, the ‘Service’). A SaskTel Broadband connection is required for a subscription.

Terms and Conditions

Terms and Conditions Specific to maxTV Stream are as follows:

1. maxTV Stream is only available for use to Customers at the service address associated their subscription.
2. maxTV Stream requires a recommended minimum SaskTel internet connection of 10 mbps. However, the Service offers an adaptive bit rate for viewing experiences with a lower speed connection. Not all aspects of the Service, including, without limitation, certain content viewing and access to high-quality video, will be available to you unless the digital device you use to access the Service and your Internet or wireless network connection satisfy the Service’s minimum technical requirements of 1.3 mbps.
3. Access to the Service is available through a preloaded application on the Android media box. All information collected from you by use of the Service is subject to the SaskTel privacy policy. To obtain access to your subscription content within the maxTV Stream app, you will be required to use your mySaskTel account user name and password. To subscribe to maxTV Stream service, you must be a SaskTel customer with an account with SaskTel in good standing and subscribe to a SaskTel Internet package.
4. Customers must purchase an android media box, a remote control, a Power Cord, and a HDMI Cord to operate their maxTV Stream service. Customers are responsible for any damages to their equipment as well as updating such equipment and upgrading their media box when newer versions become available. If purchased from SaskTel or a SaskTel Authorized Dealer, SaskTel will provide a 30-day warranty period on the media box.
5. You may use your android media box outside of your service address. However, the functionality and access you will experience will be the functionality and access as described in the SaskTel maxTV App section of this document. You will not experience the same functionality as when the android media box is used at the service address associated with your subscription.

End

N
D
N