

Residential Television Services Agreement

Walnut TV Inc. (“Walnut”) is pleased to offer, to the “Premises” located at an address you (“Subscriber”) have agreed on with Walnut, audiovisual media programming to which you subscribe, either directly or through our agents (collectively “we”, “our” or “us”) (“TV Services”).

We have provided you a list of the TV Services to which you’re subscribing. Our provision of the TV Services is subject to the following terms. Please review these terms carefully.

1. Payment and pricing

- a) **Payment and late fees:** We will invoice you for the TV Services monthly, in advance. You are responsible for paying the invoice by the due date the invoice indicates. Amounts not paid by then are late, and we will add to them interest of 1 percent, calculated and compounded monthly from the due date: annually, this comes to 12.7 percent. We reserve the right to transfer unpaid debts to a collection agency.
- b) **Errors:** If you think your invoice is wrong, you agree to notify us as soon as possible but, in all cases, within 90 days of its issuance. After that, you’re deemed to have accepted the invoice.
- c) **Credit checks and deposits:** If we deem it necessary to perform a credit check before providing the TV Services, you agree to provide us the information we need to do so. If we deem it necessary to impose payment or credit requirements, like a deposit, while providing you the TV Services, you agree to cooperate. Any deposits will be applied against outstanding balances.
- d) **Price increases:** We may need to increase prices from time to time. We will notify you 30 days before we do, so that you can decide whether you want to accept the price increase or terminate the affected TV Services.
- e) **Month to month:** This Agreement is on a month-to-month basis. You can terminate it at any time, on notice to us.

2. Responsibilities you’re taking on

- a) **Visiting:** On five days’ advance notice, or less if there is an emergency or you agree to waive the notice, you will give us and our agents reasonable access to the Premises to perform maintenance or repairs.
- b) **Your Premises, your responsibility:** As the Subscriber, you are a party to this Agreement, and confirm that you have enough control over the Premises that you are authorized to take delivery of television services there. You are responsible for use of the TV Services at your Premises, regardless of who is using them or whether you have authorized them to. The acts or omissions of anyone using these TV Services will be treated as your own acts or omissions.
- c) **Hands off:** You agree not to tamper with equipment rented to you under this Agreement; not to do anything that harms the TV Services or other subscribers’ enjoyment of them; and to follow our instructions to remediate anything that does create such harm.
- d) **Use responsibly:** Those who entrust us to deliver you TV Services also trust that you, and we, will use it responsibly. You agree not to use, or let the TV Services be used, in a

way that breaks any law, including deliberate overloads, interference with other users' enjoyment, or intellectual property infringement. You agree not to rebroadcast, retransmit, or perform any program you subscribe to through Walnut, and not to use or reproduce the audiovisual media programming commercially, distribute it, or sell it. It is your responsibility to comply with any end-user licence agreement displayed before a program: you agree not to hold group viewings of any audiovisual media programming where a licence prohibits it.

- e) **Not our content:** We bring you audiovisual media programming, but it isn't our audiovisual media programming. We don't exercise any control or responsibility over the audiovisual media programming, except to the degree the Canadian Radio-television and Telecommunications Commission ("CRTC") requires us to. Any data, files, or other information made available to you through the TV Services are at your own risk.

3. Interruptions, suspension, and termination

- a) **Interruptions:** We work hard to provide the TV Services, but cannot warrant that it will be uninterrupted or error-free, nor that it will be fit for purpose or merchantable: this is a residential service and priced like one. From time to time, we may need to interrupt the TV Services to perform maintenance, repairs, or upgrades, or arrange emergency service. We will do our best to give you five days' notice before we do.
- b) **Immediate suspension:** We may terminate or suspend the TV Services immediately, and without notice, if any of four things occur: (i) an interruption described in paragraph 3(a); (ii) your non-payment or default; (iii) your breach of the responsible use rules set out paragraph 3(c); or (iv) our providing you the TV Services would mean violating an applicable law.
- c) **Termination:** If, by action or inaction, you breach anything in this Agreement then, subject to the preceding paragraph, we may terminate the TV Services if you don't cure the breach within 10 days of our bringing it to your attention. You are responsible for the collection costs and reasonable legal expenses we incur in enforcing our rights under this Agreement.
- d) **Payment unchanged:** A service suspension doesn't change what you have to pay. This is a residential, best-efforts service and is priced accordingly.

4. Liability

- a) **Cap:** Unless caused by Walnut's gross negligence, our damages and those of our directors, officers, employees, and authorized agents are capped at six months of the fees for the service to which the damages relate.
- b) **No economic loss:** Neither of us is liable to the other for indirect, incidental, special, or consequential damages that have any connection to this Agreement. This includes lost profits, anticipated or lost revenue, loss of data, loss of use of a system, failure to realize expected savings, or any other commercial or economic loss or third-party claim. Use at your own risk – and be careful out there.
- c) **Your breach, your responsibility:** You indemnify and hold us harmless from and against any losses or damages that result from your violating this Agreement, including

its provisions on responsible use of intellectual property. This indemnity survives the Agreement.

5. Mechanics

- a) **Check back:** We may need to revise our terms from time to time: the latest version will be maintained on our Web site, WalnutTV.ca. If there are material changes, we'll let you know via the email address we have on file for you, so please check your invoices, online account, and other touchpoints with us to ensure we have the right address.
- b) **Interpretation:** This is the entire agreement between us: changes aren't binding unless they are in writing, and we both agree to them. The agreement is governed by the laws applicable in Toronto, Ontario, to whose courts the parties attorn.
- c) **Privacy:** We take your privacy seriously. We collect only the information required, and retain it for only as long as necessary, to provide you the TV Services. We take care not to allow third parties exposure to your personal information unless necessary to provide the TV Services or compelled by law. We maintain, at WalnutTV.ca, an online registry of parties to whom this information is provided routinely, and notify you if your information has been disclosed for any other reason, provided we're allowed to. Contact our privacy office if you have any questions, concerns, or ways in which you think we could do better: privacy@walnuttv.ca.