

## **On Demand Purchase Terms and Conditions**

### **1. Introductory Information**

#### **a. How do these terms and conditions apply to me?**

These On Demand Purchase Terms and Conditions (“**Terms**”) apply to your purchase and use of on-demand access to certain content (e.g., streaming and downloading of a movie) through your Ignite TV service from Rogers (each, an “**On Demand Purchase**”). These Terms apply only to On Demand Purchases, and not any other features of Ignite TV service, including rental on-demand or pay-per-view content.

This agreement must be read with your applicable Rogers residential service agreement, and the Rogers Terms of Service, Acceptable Use Policy and Privacy Policy and the Rogers IPTV Site and Software Licence Agreement, available at [rogers.com/terms](http://rogers.com/terms).

### **2. Purchase Details**

#### **a. How will I be charged for On Demand Purchases?**

Rogers will charge you the specified one-time price for each On Demand Purchase, plus any applicable taxes. This charge will appear on your Rogers bill. Current rates and content will vary from time to time as indicated on the interactive programming guide or at [rogers.com](http://rogers.com).

#### **b. Can I get a refund if I no longer want to access my On Demand Purchase?**

All On Demand Purchases are final and there are no substitutions, exchanges, or refunds.

### **3. Availability**

#### **a. Are there any availability limitations for On Demand Purchases?**

You may collectively stream or download up to 3 copies of a single On Demand Purchase title at any given time across all your devices using the Ignite TV web portal available at <https://ignitetv.rogers.com/> or Ignite TV application. Streaming On Demand Purchases on authorized Ignite TV set-top boxes does not count towards these 3 streams.

On Demand Purchases you buy on one device, such as an Ignite TV set-top box, computer or mobile phone or tablet, may not immediately be available for viewing on other Ignite TV-

compatible devices. On Demand Purchases may become unavailable for any number of reasons, including, but not limited to, content provider licensing and other restrictions, and Rogers will not be liable to you if On Demand Purchase titles become unavailable for further use, at any time.

Being able to watch a downloaded On Demand Purchase title on a device requires that device to periodically connect to the internet. If you do not periodically connect a device to the internet and open the Ignite TV app, you may temporarily lose the ability to playback downloaded On Demand Purchases on that device until you reconnect it to the internet and open the Ignite TV app. Some On Demand Purchases (or features or extras thereof) may not be available for download, or require real-time connection to the internet to function.

#### **b. Are there any device requirements for On Demand Purchases?**

You may view On Demand Purchases on your Ignite TV set-top box and on devices compatible with the Ignite TV web portal (currently accessible at [ignitetv.rogers.com](http://ignitetv.rogers.com)) or the Ignite TV app, as described in your applicable Rogers residential service agreement and the Rogers IPTV Site and Software Licence Agreement. You may also be required to download and install additional software, such as third-party mobile applications. These devices and software may require updates from time to time, and you are responsible for updating or maintaining your devices, software and internet connection as necessary. We may also provide software updates from time to time as required.

#### **c. What happens to my On Demand Purchases if I cancel my Ignite TV service?**

If you cancel your Ignite TV Service, you will no longer have access to the On Demand Purchase titles you selected through Ignite TV set-top-boxes, the Ignite TV web portal, or the Ignite TV app.

### **4. Licence**

#### **a. Who owns the On Demand Purchase content that I select?**

When you "buy" an On Demand Purchase from Rogers, that content is licensed to you as follows:

Subject to your payment of all applicable fees, and subject to your compliance with these Terms, your applicable Rogers residential service agreement, the Rogers Terms of Service, Acceptable Use Policy, Privacy Policy, and any other applicable terms or conditions, Rogers grants you a limited, non-exclusive, revocable, non-transferable, non-sublicensable licence to access and view the On Demand Purchase content for your own personal, lawful, non-commercial use, for so long as Rogers makes that On Demand Purchase content available.

Except for the foregoing limited licence, no right, title or interest in any On Demand Purchase content is transferred to you. All trademarks and copyrights are intellectual property of their respective owners. You agree that this licence does not permit you to copy, distribute, transfer, sell, rent, lease, broadcast, publicly perform or display, sublicense, or otherwise assign any portion of any On Demand Purchase content and/or any rights or licence associated with any On Demand Purchase title.

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