

ROGERS ANYPLACE TV TERMS AND CONDITIONS

1. Introductory Information

a. What is Rogers Anyplace TV?

Rogers Anyplace TV is a service that allows Rogers Digital TV customers to stream live and included on-demand content, and access the Rogers TV guide, remote PVR and remote control on your Rogers TV digital box from the Site or the Application as defined below (“**Service**”). The Service may be accessible for in-home use on the Site or on your mobile devices for out-of-home or mobile use, subject to availability and as described below.

For residents of Atlantic Provinces only: The Service does not include remote PVR or remote control of your Rogers TV digital box.

b. How do these Rogers Anyplace TV Terms apply to me?

These **Rogers Anyplace TV** Terms and Conditions (“**Terms**”) govern your use of:

- i. the Rogers Anyplace TV site www.rogersanyplacetv.com (the “**Site**”); and
- ii. any Rogers Anyplace TV software application that you download, install and/or use (the “**Application**”).

If you do not understand or agree to the Terms, do not use the Site, or download, install or use the Application. In these Terms, “**Rogers**”, “**us**”, “**we**” and “**our**” means Rogers Communications Canada Inc. These Terms supplement and are incorporated into the Rogers Terms of Service available at rogers.com/terms, and form part of our agreement with you.

2. Site and Software Availability

a. Are there any availability requirements or limitations?

The Site and the Application are available on compatible digital devices (including personal computers, tablet devices or mobile devices), through which you have an internet connection. Your digital devices, software and internet connection must meet minimum technical requirements, which are available at <https://www.rogers.com/customer/support/article/anyplace-tv-overview>. These requirements may change from time to time without notice and you are responsible for updating or maintaining your digital devices, Application and internet connection as necessary to meet these requirements. We may also provide software updates from time to time as required.

b. Are there any Content availability limitations?

The Service is only available to users within Canada who subscribe to Rogers Digital TV through a Rogers TV digital box. The Content accessible through the Site and Application will depend on the Rogers Digital TV package and/or any add-ons you subscribe to. There may also be additional availability limitations depending on the Content you would like to view and content provider restrictions.

When using the Service using a Rogers internet connection that has been consolidated with your Rogers Digital TV account, you will have access to certain Content based on your Rogers Digital TV package and/or add-ons you subscribe to. The number of simultaneous streams allowed for in-home use will be available at <https://www.rogers.com/customer/support/article/anyplace-tv-overview> and Rogers may change such number at any time without notice. Any attempt to circumvent the limit is a breach of these Terms.

When you are using the Service and are not connected to your Rogers internet, but are otherwise connected to the internet (whether through a different internet service provider or when you are at your using mobile data), certain Content may be unavailable or you may be subject to limitations with respect to viewing Content.

c. Will I be charged for internet or data usage when I use the Service?

Yes. You are responsible for any internet usage or cellular data usage charges you incur to access the Service.

d. Do I have access to on-demand rentals and pay-per-view programming?

No, such content is not available through the Service. However, you have access to included on-demand content that may be included with your Rogers Digital TV package and any add-ons that you subscribe to.

3. Registration and Account

a. Do I need to register for the Service?

To access Rogers Anyplace TV Content, you must log into the Service using your MyRogers credentials. If you do not have a MyRogers profile, then you must create one at [rogers.com/](https://www.rogers.com/) and request that this profile be linked to your Rogers Digital TV subscription.

4. Changes and Cancellation

a. Can Rogers change the Services?

Yes, Rogers may change the Site or Application (including any features and functionality), and any provision of these Terms, at any time without prior notice to you.

b. When will these Terms end?

If you no longer wish to use the Service, you can stop using the Site and the Application and delete or all copies of the Application. Alternatively, these Terms will be cancelled:

- i. upon the cancellation of your Rogers Digital TV subscription; or
- ii. if Rogers finds that you have violated any of these Terms.

Upon cancellation, you agree to delete all copies of the Application. All terms relating to proprietary rights shall survive cancellation of this agreement.

5. Rights and Responsibilities

a. Who owns the Site and the Application?

Except for the limited rights granted to you in these Terms, all right, title, interest and intellectual property rights in and to:

- i. the Site and the Application and each of their respective components; and
 - ii. any content available for viewing or download on or through the Site or Application (the “Content”)
- are the property of their respective owners and are protected by applicable trademark, copyright or other intellectual property laws and treaties.

b. What are my rights relating to the Services?

You are granted a personal, limited, non-exclusive, non-transferable, revocable licence to use the Site and download, install and/or use the Application on your own digital device(s) in order to use the Service, including viewing and downloading Content (as available). This licence is limited to your own personal, lawful, non-commercial use, which use must be in accordance with these Terms and in accordance with your Agreement with Rogers, including the Rogers Terms of Service, Acceptable Use Policy and Privacy Policy. Without limitation, “personal, lawful, non-commercial use” means:

- i. use that complies with all applicable laws in the jurisdiction in which you use the Site, Application and Content;
- ii. use for which no fee or payment of any kind is charged or received;
- iii. use which takes place in your private premises, or if outside your private premises, is limited to a private viewing for you and your invitees; and
- iv. use that specifically excludes any public presentation, even if no fee is charged.

c. Are there any restrictions or responsibilities relating to my use of the Services?

You understand and agree to Rogers’ Acceptable Use Policy and you understand and agree that you are responsible for all Content and information accessed through the Site and the Application, and that Rogers has no liability for Content or information available through the Site or Application that you find offensive, indecent or objectionable. You are responsible for controlling access to the Site or Application for any minor under your care.

6. Warranties and Limitation of Liability

a. Are there any warranties or liability limitations relating to the Service?

These Terms must be read with the warranties, limitation of liability and indemnity provisions in the Rogers Terms of Service, which are provided to you and posted at rogers.com/terms.

©2017

08/17