

# Rogers IPTV Site and Software Licence Agreement

## 1. Introductory Information

### a. How does this agreement apply to me?

This Rogers IPTV Site and Software Licence Agreement governs your use of:

- i. the Rogers IPTV web portal (the “**Site**”) (currently accessible at [ignitetv.rogers.com](http://ignitetv.rogers.com)); and
- ii. any Rogers IPTV software application that you download, install and/or use (“**Software**”).

If you do not understand or agree to the terms and conditions of this agreement, you must not use the Site, or download, install or use the Software; if the Software is already installed, you must delete or return all copies to Rogers, as applicable. In this agreement, “**Rogers**”, “**us**”, “**we**” and “**our**” means Rogers Communications Canada Inc. Unless otherwise defined in this agreement, capitalized terms have the meanings given to them in the Rogers Terms of Service.

### b. How does this agreement work with my service agreement and other materials made available to me?

This agreement must be read with:

- i. your applicable Rogers residential service agreement;
- ii. the Rogers Terms of Service, Acceptable Use Policy and Privacy Policy provided to you and posted at [rogers.com/terms](http://rogers.com/terms);
- iii. any additional terms and conditions that may apply to a specific Service that you subscribe to or use; and
- iv. any Rogers brochure or material describing your Services or products you purchase.

These materials, together with this agreement, are referred to collectively as your “**Agreement**”.

## 2. Site and Software Availability

### a. Are there any availability requirements or limitations?

The Site and the Software are available on compatible digital devices (including computers, mobile devices and Rogers IPTV TV-connected devices) through which you have an internet connection. Your digital devices, software and internet connection may have to meet minimum technical requirements, which may be made available at rogers.com, or by contacting Rogers at any of the ways set out in the Rogers Terms of Service. These requirements may change from time to time without notice and you are responsible for updating or maintaining your digital devices, Software and internet connection as necessary to meet these requirements. We may also provide software updates from time to time as required. The Site and Software are only available to use within Canada.

### **3. Term, Changes and Cancellation**

#### **a. What is the term of this agreement?**

This agreement is effective starting on your first visit to the Site, or on your first download, installation or use of the Software, as applicable, and it remains in effect until cancelled by you or us, as described below.

#### **b. Can Rogers change the Site or Software?**

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

#### **c. When will this agreement end?**

You may cancel this agreement at any time by stopping use of the Site and the Software and deleting or returning to Rogers all copies of the Software. Alternatively, this agreement will be cancelled:

- i. upon the cancellation of your Rogers IPTV services; or
- ii. if Rogers finds that you have violated any of the terms of this agreement.

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

#### **4. Rights and Responsibilities**

##### **a. Who owns the Site and the Software?**

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

- i. the Site and the Software and each of their respective components; and
- ii. any content available for viewing or download on or through the Site or Software (the “**Content**”)

are retained by 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 Site and Software?**

You are granted a personal, limited, non-exclusive, non-transferable, revocable licence to use the Site and download, install and/or use the Software on your own digital device(s) in order to use the Rogers IPTV 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 this agreement and in accordance with your applicable Agreement materials listed above. Without limitation, “personal, lawful, non-commercial use” means:

- i. 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;
- ii. use that specifically excludes any public presentation, even if no fee is charged;
- iii. use that complies with all applicable laws in the jurisdiction in which you use the Site, Software and/or Content; and
- iv. use for which no fee or payment of any kind is charged or received.

##### **c. Are there any restrictions or responsibilities relating to my use of the Site or Software?**

You understand and agree that you have been granted a limited licence and not a transfer of ownership in the Site, Software or any Content. Without limiting the previous section, you may not:

- i. copy, distribute, transfer or sell the Site, Software or Content, or any of their components;

- ii. modify, alter or tamper with the Site, Software or Content, or create any derivative works of any of them;
- iii. reverse engineer, decompile or disassemble any of the Software;
- iv. attempt to defeat, avoid, by-pass, remove, deactivate or otherwise circumvent any software protection mechanisms.

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

## **5. Warranties and Limitation of Liability**

### **a. Are there any warranties or liability limitations relating to the Site or Software?**

This agreement 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](http://rogers.com/terms).

©2018

03/18