

TERMS AND CONDITIONS

General

Whereas Tugo TV transacts in legal business agreements providing telecommunication and entertainment and related services to both residential (individuals) and business enterprises/organizations; Tugo TV reserves the right to change, modify and otherwise alter any and all terms and conditions contained herein at any time and at our sole discretion in accordance to jurisdictional law.

The present Terms and Conditions document constitutes our agreement which outlines the regulations that govern the use of our products and related services, by users, both individuals and business entities (collectively referred to as 'You'; 'Customer'; 'Client'; 'Subscriber'; 'Account Holder').

1. Definitions Throughout This Document

- 1.1. 'Tugo TV'; 'Tugo'; 'Us'; 'We' and 'Our' refer to the Tugo TV brand. The aforementioned terms to not extend to include any of our subsidiaries, affiliates and independent agents.
- 1.2. 'Customer'; 'Client'; 'Subscriber'; 'Account Holder'; 'You'; refer to any but not limited to individual person, business entity, reseller or any other end-user that purchase our products, equipment and associated services from Tugo TV and is liable to Us for the terms and conditions in regard to the services rendered;
- 1.3. To further clarify the aforementioned collective terms, expand to include both:
 - 1.3.1. the person identified in Tugo TV's account records as the person responsible for payment of all charges; and
 - 1.3.2. any other individual with actual or apparent authority to represent that person or to use the Service(s). Tugo TV assumes that any individual who identifies himself or herself as Customer and can provide your address, telephone number, and/or any other personal information, is then authorized to receive information about, and make changes to your account, including adding new services, upgrading services, moving services, suspending services, transferring services to another entity and cancelling services.
- 1.4. 'Commitment Period'; 'Effective Date'; 'Service Agreement'; 'Terms of Service' collectively mean a committed period of time for the use of our products, equipment and services, as indicated on an Agreement.
- 1.5. 'Service(s)'; means, as the context permits, any or all of the services that Tugo TV provides to customers and for which they have subscribed either on on-going or pay-per-use basis to the address on the account and includes future services that we may render, and all related essential or peripheral equipment required to deliver said service to subscribed clients
- 1.6. 'Commission or CRTC' is the Canadian Radio-television and Telecommunications Commission.

2. Legal

- 2.1. 'Applicable Law'; 'Governing Law' are collectively considered to mean that by enrolling into, installing, using, or paying for Tugo TV's Services, Customer explicitly state that it has been verified in your own jurisdiction that your use of the Service is allowed in accordance with the law. In addition, Customer agrees to the services, rates, changes, and terms and conditions set forth mentioned in this document. It is your responsibility to investigate, learn, understand and apply these laws accordingly. Moreover, Tugo TV cannot be held personally and/or legally responsible in any manner whatsoever for any property, financial, bodily or any other losses or damages resulting from either the direct or indirect use of our products and services from whomever individual or business party.
- 2.2. Legal Capacity. You represent and warrant that you possess the legal right, capacity and ability to agree to these Terms and Conditions and use the services in accordance with them. If you are an individual, you represent and warrant that you have reached the age of majority in the jurisdiction in which you reside, and that you are in any event at least 18 years old. If you are using our services on behalf of a corporation or other organization, you represent and warrant that you have the ability to agree to these Terms and Conditions on behalf of such organization and all references to "you" throughout these Terms and Conditions will include such organization, jointly and severally with you personally.

3. Special Amendments to these Terms and Conditions

- 3.1. Not applicable to Residents of Newfoundland* or Residents of Québec**:
- 3.2. We may change any aspect of a Month-to-Month Service or Term Service as well as any term or provision of an Agreement, upon prior written notice to Customer by bill message, text message, letter or e-mail. If you do not accept the change, your remedy will be to cancel the affected Services or Agreement by providing us with notice of cancellation section: cancellation below within 30 days of receiving our notice of change (unless we specify a different notice period or different remedy).
- 3.3. Applicable only to Residents of Newfoundland* or Residents of Québec**:
- 3.4. We may change any aspect of a Month-to-Month Service and the corresponding Agreement, if we give Customer at least 30 days' prior written notice. We may also change a Term Service and the corresponding Agreement upon at least 30 days' prior written notice, but will not change the price, term, nature or any other essential elements of that Term Service or that Agreement. In either case, we will send you the written notice by bill message, text message, letter or e-mail and it will contain the new or amended term or provision, the former version of that term or provision (if applicable), the date that the amendment will come into force, and your rights. If a change to a Month-to-Month Service or a Term Service entails an increase in your obligations or a decrease in our obligations and if you do not accept that change, your remedy will be to cancel the affected Services or Agreement without an Early Cancellation Fee (defined below) by providing us with notice of cancellation under Section Cancellation below no later than 30 days after the amendment takes effect.

- 3.5. You are responsible for regularly reviewing our website to obtain timely notice of such amendments in the event that you do not receive our email notices or mail.

4. Service Terms and Conditions

- 4.1. Service Terms and Conditions are the legal rules and regulations that form the agreement governing your relationship as a customer with Tugo TV. By using our current products and related services offered therefrom, all parties, said term which encompasses both individuals, business entities together with all other individuals, directly related our otherwise have direct or privileged access to our products and services, including but not limited to our IPTV services, websites, products collectively, the "Subscriber" signifies that said parties have read, understand and agree to be bound by the Terms and Conditions contained herein.
- 4.2. The following Service Terms and Conditions shall apply to all our suite of products including but not limited to IPTV and their related devices and services which forms the service subscription agreement between consumer party/parties and Tugo TV. These services may be regulated by the Canadian Radio-Television and Telecommunications Commission (CRTC) and the terms and conditions may be amended by Tugo TV when needed in accordance with the law of your jurisdiction.
- 4.3. IPTV Services subject to availability.

5. Service Change

- 5.1. The Service(s) may be changed and/or moved, if you request for such change, and the costs are covered by you, which may include any downgrading, upgrading, moving fee and other costs necessary to complete the request. You will be informed of the costs before any such changing/moving request is finalized. Note that for any such changing request(s), it is always subjected to availability checks, and it may be rejected by Tugo TV because of service availability or reliability.
- 5.2. Tugo TV reserves the right to make changes to, move or relocate your Service(s) and/or modify your account, at its sole discretion, without your consent, under the following conditions without limitations (you are not required to pay for such changes, unless there is a breach of terms):
 - 5.2.1. Service availability changes.
 - 5.2.2. Service reliability changes and physical line degradation.
 - 5.2.3. Discrepancy between your service address and actual address.
 - 5.2.4. Discrepancy between your address type and actual address type.
 - 5.2.5. Others, as outlined within the Support section of this agreement.
- 5.3. **Service Charges.** Tugo TV strives to provide premium quality Services at competitive prices. We provide no guarantee in this regard. The service charge will remain unchanged during the prepaid period of the Service. The prices for monthly Services packages may be modified from time to time at Tugo TV's sole discretion, following a period of 30 days' notice to the Customer.

6. Usage

- 6.1. The internet is a public network and as a result we do not warrant or guarantee that any communication, or use of our services, is secure or protected from interception by unauthorized individuals. Also, be aware that some content, products or services available on the internet may be offensive or may not comply with local laws. We do not attempt to censor, control or monitor any such content or activity and you must assume total responsibility and risk for using the internet.
- 6.2. Any account names or network addresses that are assigned to you shall remain our property at all times.
- 6.3. The dynamic IP we provide is assigned to customers to access the internet via the service to be used only for residential or commercial purposes. Tugo TV as an internet service provider does not have any obligations to provide a static IP.
- 6.4. In connection with your breach of any terms of this Agreement, we may terminate this agreement if you engage in one or more of the below prohibited activities.
- 6.5. Tugo TV reserves the right to take appropriate actions if your usage is deemed non-residential, including notification, warning, modification, disconnection, or termination of your service(s).
- 6.6. If Tugo TV determines any violation of this agreement, we may:
 - 6.6.1. Issue a warning to you;
 - 6.6.2. Suspend your access to some or all features of the services;
 - 6.6.3. Terminate this Agreement;
- 6.7. You may not do any of the following:
 - 6.7.1. Access information which you are not authorized to access.
 - 6.7.2. Distribute copyrighted material which you are not authorized to distribute by the copyright holder.
 - 6.7.3. Distribute unsolicited bulk email (spam).
 - 6.7.4. Transmit data that is unlawful, harassing, abusive or defamatory.
 - 6.7.5. Knowingly transmit a virus, Trojan, malware or other harmful software program.
 - 6.7.6. Use our services in any way that would negatively affect our brand, goodwill or reputation.
 - 6.7.7. Create multiple subscriptions in succession to take advantage of free trial periods by way of avoiding payment for the service.
 - 6.7.8. Abuse or violate the privacy of others.
 - 6.7.9. Abuse or fraudulently use the internet in any way.
- 6.8. Additionally, if significant damage and/or any legal issues arise as a result from the improper use in violation with this agreement, Tugo TV reserves the right to charge you for any direct or indirect cost incurred, including any additional costs to enforce your compliance with our company.

7. Support

- 7.1. Customers seeking support should visit tugoTV.com/help for a full list of resources and contact methods.
- 7.2. Tugo TV cannot provide customers with assistance connecting Tugo TV to their motor vehicle's audio system. Tugo TV shall not be held liable for any persons who may stream our service while operating a motor vehicle.
- 7.3. Compensation of service interruption. There is no compensation or remedy for the service interruption in the case of less than seven (7) days. Tugo TV has the sole discretion to decide the remedy amount of service interruption in the case of more than seven (7) days. The refund amount should be no more than your service payment. Tugo TV reserves the right and will not refund any remedy which is not related to Tugo TV. Tugo TV does not take any responsibility for any costs incurred under any condition.

8. Acceptable Use Policies:

- 8.1. The Subscriber is solely responsible for use of the Services by itself or any other person (collectively, the "End Users"). The Subscriber agrees to comply, and to ensure that the End Users comply, with the following policies and procedures associated with the use of the Services.
- 8.2. Rules while using the Service, you may not:
 - 8.2.1. Post, transmit, or distribute information that constitutes a criminal offense.
 - 8.2.2. Post or transmit messages constituting "spam", which includes but is not limited to unsolicited e-mail messages, inappropriate postings to news groups, false commercial messages, mail bombing or any other abuse of e-mail or news group servers;
 - 8.2.3. Post or transmit any information or software which contains a virus, "cancelbot", "trojan horse", "worm" or other harmful or disruptive component;
 - 8.2.4. Upload, download, post, publish, retrieve, transmit, reproduce, or distribute other material which is confidential or is protected by copyright.
 - 8.2.5. Use the Service for an unattended automated operation, including but not limited to point-of-sales applications.
 - 8.2.6. Engage in account sharing, includes permitting third parties to use your Service account and password; or
 - 8.2.7. Use the Service for simultaneous sessions using the same User ID and Password.
- 8.3. Your Equipment: It is your responsibility to ensure that your hardware meets the minimum requirements stated by Tugo TV as being necessary to use the Service. From time to time, the hardware required to access and use the Service may change. Accordingly, your hardware may cease to be adequate to access and use the Service.
- 8.4. Tugo TV will not assume any responsibility for your acts, omissions or of any individual who uses your account. An individual with Internet access can cause damage, incur expenses and enter into contractual obligations while on the Internet. All such matters are your responsibility. As between Tugo TV and you, you are better able to put in place

physical and procedural impediments to the inappropriate use of and to supervise your account. Account and password protection will be your responsibility. Any detriment that is caused to the network as a result of a failure to properly secure your computer system may result in the termination of the Service.

- 8.5. You acknowledge and understand that when using home networking and internet service, there are certain inherent risks (e.g. others may gain access to your system or your Services and Accounts). Tugo TV shall not be liable for any claims or damages related to home networking and internet access, even though the service may be provided, installed maintained or supported by Tugo TV.
- 8.6. Monitoring: Tugo TV has no obligation to monitor the Service(s). However, in order to protect itself and its subscribers, Tugo TV will be entitled to electronically monitor the Service from time to time and disclose any information concerning the End User required by the Subscriber or that is necessary to satisfy any law, regulation or lawful request or as necessary to operate the Service or to protect itself or others. Tugo TV will not intentionally monitor or disclose any private information or e-mail message(s) unless required by law. Tugo TV reserves the right to refuse to post, or to remove any information or materials, in whole or in part, that it determines in its sole discretion, are unacceptable, undesirable, or in violation of these policies.

9. IPTV Services

- 9.1. Tugo TV will provide you with the ability to receive video and audio programming channels at your premises, only as delivered by Tugo TV in accordance with the distribution licenses held by Tugo TV. The Services may also provide access to video on demand and pay per view programming, interactive programming and related personal video services.
- 9.2. Subscriber understands and acknowledges that Tugo TV IPTV Services must include the minimum levels of programming required by government regulation programming and that these requirements may change from time to time without notice. Programming channels may be suspended from time to time or cancelled permanently, and individual programs may be blacked out in your local viewing area, due to restrictions imposed by the providers of such programming or the rights of government programming services. You agree that Tugo TV may at its discretion substitute alternative programming to replace the suspended, cancelled or blacked out programming. No rebates will be credited to your account for any such programming blackouts. Your sole remedy, available only where programming channels have been permanently cancelled, is to cancel your subscription to the programming package containing such channels, effective at the end of your current billing period.

10. Equipment

- 10.1. Tugo TV is not responsible for the maintenance or repair of facilities or equipment owned by you and does not guarantee that the Services will operate with all television sets, remote controls, home theatre components or other audio/visual equipment. The Services require electrical power to operate, which you must supply at no charge to Tugo TV, and you acknowledge and accept that you may lose service

during a power outage unless you supply, install and maintain at your own expense a battery backup power system.

11. Billing and Payments Policy

- 11.1. **Prepaid services definition.** Our services are prepaid, therefore; you pay in advance for the services.
- 11.2. **Recurrent Charges.** Repeated charges on repeated services delivered to our subscriber on a regular basis until disconnection.
- 11.3. **First Payment Due Date.** The first payment is due upon signing up for Tugo TV's services or at midnight (12:00 AM EST) at the end of any free trial period provided by Tugo TV. For example, if you sign up at 6 PM on Friday and receive a 5-day free trial, your first payment will be due at midnight (12:00 AM EST) on Wednesday. In the example, Friday counts as a full day regardless of what time of day you sign up. The payment receipt will include your service charges along with any promotional rebates in accordance with the services selected.
- 11.4. **Billing Cycle.** The interval of time during which bills are prepared for goods and services that Tugo TV has sold. A monthly plan billing cycle consists of 30 days service charges, except if there are 28 or 31 days in the month. Tugo TV's billing cycle is recurring and is set to repeat monthly as per client's chosen services and plans. Your billing cycle will remain the same unless the service has been discontinued or disconnected for one or any of the reasons mentioned under cancellation or termination.
- 11.5. **Payment.** All payments must be made by one of our payment methods listed down below. Payment is due in full upon billing due date listed on your account. We accept payment in the following methods or forms:
 - 11.5.1. Credit card: with selected credit cards only, this method is available to all our clients during the signup process and on Tugo's quick pay link. Visa, Mastercard and American Express are accepted in most regions. We do not accept Discovery cards.
 - 11.5.2. For authorized credit card payment: All credit cards will be charged automatically for each billing period, if declined, up to three additional attempts for fees will take place within 10 days.
 - 11.5.3. Customers are responsible for the payment card information updates on their profile to process the scheduled payments.
 - 11.5.4. PayPal: customers must have a valid and active PayPal account, and will need their account ID with Tugo TV. You will set up payment during sign up.

12. Suspension, Cancellation or Termination

- 12.1. You must cancel your subscription prior to 11:59 PM EST on the day before your next recurring billing date in order to avoid being charged.
- 12.2. You may terminate any or all of your subscribed Service(s) at any time:

- 12.2.1. In your Tugo TV app account dashboard via set top box, Amazon Fire, Roku or our web interface. Visit tugoTV.com and login to access your web account.
- 12.3. You may terminate any or all of your subscribed Service(s) between 9:00 AM EST and 5:00 PM EST Monday through Friday by:
 - 12.3.1. Calling Tugo TV's voicemail service at 1-888-302-5597 and leaving a detailed message including your name, email address, and reason for your call.
 - 12.3.2. Sending an email to support@tugotv.com from the email associated with the account.
 - 12.3.3. Submitting a support ticket through the support dashboard on the Tugo TV website, from the email associated with the account.
 - 12.3.4. Cancellation requests made via voicemail/email/support ticket outside of the hours outlined in 12.3 will be processed the next business day.
- 12.4. Customers who signed up through the iOS App Store or Google Play Store must cancel as per the store's cancellation procedure. Tugo TV cannot make changes to subscriptions that have signed up through these stores.
- 12.5. After cancellation, Customer will continue to receive the full delivery of Service for the remainder of the prepaid term.
- 12.6. Tugo TV may block, suspend or terminate any or all of your Services or Accounts in any way, without notice or liability to you, if:
 - 12.6.1. You fail to pay for the service;
 - 12.6.2. You disagree or violate our policy, terms or conditions;
 - 12.6.3. You harass, threaten or abuse Tugo TV, its Service(s), our employees and/or agents;
 - 12.6.4. You are not willing to cooperate with our troubleshooting procedure;
 - 12.6.5. You violate any of the terms described in Section 2 and Section 4
- 12.7. **Reactivation of Services.** Reactivation can only take effect once the balance is cleared on the account. The reactivation may vary from 5 minutes to up to 1 business day depending on the type of services and the number of services on the account.

13. Refunds

- 13.1. Payments are non-refundable. If you cancel, modify your subscription, or if your account is otherwise terminated under these Terms, you will not receive a refund or credit, including for partially used periods of Service. You will continue to receive the full delivery of Service for the remainder of the prepaid term. There are circumstances where Tugo may provide refunds or credits on a case by case basis. The amount and form of such credits, and the decision to provide them, are at Tugo TV's sole and absolute discretion, and administrative fees may apply.

14. Limitation of Liability

- 14.1. The Services are provided “as is”. Tugo TV makes every effort to provide high quality service but does not guarantee that the performance or availability of the Services will satisfy your needs or expectations. In the event of a problem with the availability or performance of the Services, Tugo TV will take the reasonable and necessary measures to resolve your issue but does not guarantee it will be resolved within any limited time.

15. Force Majeure

- 15.1. Tugo TV services depends on including networks, cabling, facilities and certain equipment that are not in our control; accordingly (i) any representation made by us regarding access performance, speeds, reliability, availability, use or consistency of the Website is on a “commercially reasonable efforts” basis, (ii) we cannot guarantee any minimum level regarding such performance, speed, reliability, availability, use or consistency, and (iii) data, messages, information or materials sent over the Internet may not be completely private, and your anonymity is not guaranteed.
- 15.2. Tugo TV shall not be responsible for interruptions in Service caused by Force Majeure events which include, but are not limited to, such events as acts of god; terrorism, strikes; fire; war; riot; or government actions.
- 15.3. Submissions: You agree that no submissions by you to the Tugo TV, websites, servers, social media, or its affiliates, will violate any right of any third party, including privacy or other personal or proprietary right(s). You also agree that no Submissions by you to our website or servers, devices, and social media will be or contain libellous or otherwise unlawful, abusive or obscene material. You are and shall remain solely responsible for the content of any Submissions you make.

16. Account Transfers

- 16.1. Your account remains under the subscriber unless, you agree to transfer your account to a new end user, in order to transfer the account successfully the new subscriber and the former account holder should meet Tugo TV’s Transfer conditions and requirements:
- 16.2. The former account holder must:
- 16.2.1. Clear all outstanding balance(s)
 - 16.2.2. Inform Tugo TV; Send an email or letter in writing to report the transfer including the name and phone number, email address is available and service address of the new account holder. It must be dated, signed by both yourself and the new potential account holder.
 - 16.2.3. Must contact Tugo either by phone, or in person along with the potential new account holder.
- 16.3. The potential new account holder must:
- 16.3.1. Agree to the terms and conditions applied on the account upon the transfer.

- 16.3.2. Terms and conditions on a transfer may change and vary as per Tugo's current applicable terms and in accordance with the law in your jurisdiction.
- 16.3.3. Is responsible of payment on a regular basis from the date the account is transferred onwards.
- 16.3.4. Must provide accurate information about name, phone number, email address, or best means of contact.
- 16.3.5. Must pay any deposits on the account to maintain the same privileges for example equipment rental.
- 16.3.6. Must pay the first month and any dues on the date the transfer is concluded.
- 16.3.7. New account holder then agrees to use the service as is, in the same address with the same service conditions.

17. Common Use Policy

- 17.1. The Subscriber agrees that the personnel of the Company and its sub-contractors (together recognized as the "Service Providers") will be allowed at their sole discretion to install, upgrade, repair and maintain equipment to:
 - 17.1.1. Provide service to the Subscriber; and
 - 17.1.2. Operate the network for the benefit of, and to provide services to, all Subscribers. The Subscriber specifically agrees where applicable, provide access to the interior of the Facilities during regular hours of operation for the Service Provider to maintain the Equipment, its power and network connections.
 - 17.1.3. Provide reasonable care and protection for the Equipment
 - 17.1.4. Prior Agreements Void
 - 17.1.5. This Agreement hereby supersedes all previous representations, understanding, or agreements, written or oral, by or between Customer and the Company, and shall prevail notwithstanding any variance with terms and conditions of any and all orders submitted.
- 17.2. Warranty
 - 17.2.1. The Company, its officers, directors, employees, representatives and agents, make no representations or warranties except as expressly stated herein and expressly disclaim all implied warranties, including, without limitation, warranties of merchantability, fitness for a particular, purpose and security, and shall not be liable to the subscriber for indirect, indirect, incidental, special or consequential damages of any kind resulting from provisioning of or failure to provide the service without limiting the foregoing, the company will not be liable for damages resulting from the use or inability to use the service or to access the internet reliance on information obtained through the internet, interruptions in the service for any reason, deletion of files or email, lost data, unauthorized access to the customer's records or files, errors, defects, damages to equipment computers and stored information, due to viruses, delays in operation or transmissions or any other failure of performance.

17.3. Binding Agreement

17.3.1. This agreement shall be binding upon the successors and assigns or, as the case may be. The heirs and personal representatives, of the Company and the subscriber. Tugo TV: 274-3120 Rutherford Rd., Concord, ON L4K 0B2 Canada. Email: info@tugotv.com. The undersigned subscriber acknowledges that the terms and conditions of this contract as set out above and on the reverse side of this document have been read and are understood and agreed to.

17.4. Indemnity

17.4.1. Customer undertake to hold harmless, guarantee and assume responsibility for the defense of Tugo TV and the Carriers against any claim, action, proceeding or formal notice, including legal and judicial fees, in relation to any damages or regulatory proceeding that may have resulted from your negligence or your unlawful use of the Service or the equipment.

17.4.2. In no event shall Tugo TV, its officers, directors, employees, affiliates, agents or any other third-party provider who furnishes services to Customer in connection with this agreement or the service be liable for incidental, direct, indirect, special, punitive, exemplary or consequential damages, including but not limited to loss of data, loss of revenue or profits, or damages arising out of or in connection with the Customer's use or inability to use the Services, including the inability to access emergency services via the Services at any time or from time to time, or any interruption or degradation of the services, except in the event the Customer's inability to use Services was due to the intentional or gross fault of Tugo TV, or its representatives.

Terms and Conditions last revised on – May 29, 2023.