



Website Terms of Use

This Website is owned and provided by Tuckersmith Communications Co-operative Limited (TCCL) and is provided for your information and education. Your use of this Website is subject to the following terms and conditions. Your use of the Website constitutes your acceptance of these terms and conditions and your agreement to be bound by them.

If you do not agree to these terms, or if you do not agree with our Privacy Policy posted on this site, please do not use this Website or any services offered by this Website.

We reserve the right to change these terms and conditions at any time without notice.

Intellectual Property

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You may not copy, distribute, modify, transmit, reuse, re-post, or otherwise display the Website Content for public or commercial purposes without our written permission for such use of Content.

Limitation of Liability

TCCL will not be liable for any damages or injury that accompany or result from your use of its site. These include, but are not limited to, damages caused by any:

- Use of, or inability to use, the site
- Use of, or inability to use, any site to which you link from our site
- Failure of performance
- Error
- Omission
- Interruption
- Defect
- Delay in operation or transmission
- Computer virus
- Line failure

Keep in mind that we are not liable for any damages.

Disclaimer

The materials in our site are provided as is. This means that TCCL disclaims all express and implied warranties about the material in this site. This includes, but is not limited to, warranties:

- That the material is of any particular level of quality or fit for a particular purpose
- That the functional elements contained in the materials will be uninterrupted or error-free
- That the defects will be corrected
- That our site or the servers that make it available will be free of viruses or other harmful components

In addition to the above, you (and not TCCL), assume the entire cost of all necessary servicing, repair or correction.

Links

This Website may contain Links allowing you to leave this Website for other sites that are not under our control. We are not endorsing any such Linked sites. We are not responsible for the contents or transmission of any Linked Site or any Link contained in a Linked Site or for ensuring that the Linked Sites are error and virus free. Nor are we responsible for the terms of use or privacy practices of such sites. We encourage you to carefully read the policies of each site you visit.

Choice of Law and Enforcement

Your access to the Website as well as the terms and conditions and the agreement they create are governed and interpreted by the laws of Canada and the Province of Ontario without regard for conflict of laws provisions.

Contact Information

You may send your comments to us at tcc@tcc.on.ca

General Terms of Service

Appendix A: Additional Terms of Service Telephone

Appendix B: Additional Terms of Service Internet Fair Use Appendix C: Additional Terms of Service Email

Appendix D: Additional Terms of Service Rental Equipment Appendix E: Return Policy

Note: Mobile Devices (cellular phones) also must abide by the CRTC's Wireless Code of Conduct (WCOC). Please visit this link for more details

<https://crtc.gc.ca/eng/phone/mobile/codesimpl.htm>

The following information is important for all customers to read when subscribing to services provided by Tuckersmith Communications Co-operative Limited (referred to as "TCCL").

1. **Entire Agreement.** This Agreement, including any terms and conditions on TCCL's website, is the entire agreement between the parties pertaining to TCCL's terms of service. There are no warranties, representations or other agreements between the parties except those specifically set out herein. TCCL may amend this Agreement upon notice to you by message on your bill, letter or email.
2. **Obligation to provide service** – TCCL is not required to provide service to an applicant where:
 - a. TCCL would have to incur unusual expenses which the applicant will not pay; for example, for securing rights of way or for special construction;
 - b. the applicant owes amounts to TCCL that are past due other than as a guarantor; or
 - c. the applicant does not provide a reasonable deposit or alternative required pursuant to these Terms.
3. **Billing Frequency and Payment Policy** – The customer is responsible for payment to TCCL of charges for all services and equipment provided. Fixed charges are billed monthly (provided always TCCL may bill for a charge up to 6 months after the charge was incurred) and are due and payable from the date of the customer's invoice or statement. Bills not paid on or before the due date are subject to a late payment charge of 1.25% monthly (16.08% annually). Late payment will be applied to the next bill. Payment can be made each month by an automatic withdrawal from a bank account or credit card (Visa or MasterCard), by telephone banking, online banking or in person at TCCL's business office. Payments can also be mailed to: Tuckersmith Communications Co-operative Limited, 40023 Kippen Road, Kippen, Ontario N0M 2E0.
4. **Outstanding Fees** - The customer agrees that TCCL can charge any outstanding amount, including late payment charges, on the customer's account to the customer's credit card, bank account or any other payment method pre-authorized by the customer for

payment of TCCL charges.

5. **Billing Concerns** - Any questions regarding charges must be reported to TCCL within 90 days of TCCL's bill to customer, failing which the customer is deemed to accept the charges. If TCCL agrees unauthorized or incorrect charges were made to the customer's account, TCCL will reverse those charges within 30 days of such determination.
6. **Administrative and Return Cheque Charge** – Customers will be required to pay TCCL a \$25.00 service charge for each NSF cheque.
7. **Security Deposits** – TCCL may require a security deposit from a customer at any time and on any terms as determined in TCCL's sole discretion. TCCL will advise the customer of the deposit requirement and of the possibility of providing an alternative to a deposit acceptable to TCCL, provided at no time may the total amount of all deposits and alternatives provided by or for a customer exceed three months' charges for all services, including anticipated long distance charges. Deposits earn interest, which is equivalent to Canadian chartered bank rates for non-chequing savings accounts as charged from time to time. TCCL will print on recurring bills the telephone number of a company representative to whom any questions regarding the deposit may be directed. Any deposit will be credited to the customer's account after a minimum of six (6) consecutive months in good standing on all accounts for services unless expressly set forth in a separate agreement, contract, subscription or addendum. If the customer's services are cancelled, the deposit will be applied against the outstanding balance on the customer's account and any remaining balance will be refunded.
8. **Maintenance Window:** In order to keep our equipment running at peak performance to deliver the best services to you, routine maintenance is performed Tuesdays, Wednesdays and Thursdays from 12 AM to 5 AM. Phone, Internet and Television service may be interrupted during these time for a window of time. On rare occasions to facilitate urgent maintenance the hours of maintenance may be extended and/or completed on other days. Tuckersmith will attempt to keep service interruptions to a minimum. There will be no credits or other compensation provided to customers who experience interruption during these periods.
9. **Warranty:** TCCL warrants the services provided will be installed in a good and workmanlike manner. Except for the express warranty in this Section, TCCL makes no other representations or warranties, express or implied, and hereby disclaims the warranties of merchantability and fitness for a particular purpose. TCCL disclaims all other warranties, either express or implied, to the maximum extent permitted by law regarding the services to be provided to the customer. TCCL does not warrant the services will be uninterrupted, error-free or completely secure and shall not be responsible for any loss or damage suffered by the customer as a result. TCCL will not be liable for any interruption in services or any delay or failure to perform and the customer agrees to bear the entire risk of use of the services and equipment. The

customer agrees that TCCL and its representatives shall not be held liable with regard to any damages arising, directly or indirectly, from this Agreement. TCCL have no liability to the customer for special, direct, indirect, incidental or consequential, economic or punitive damages incurred by the customer in connection with the services or this Agreement, however caused, even if TCCL were negligent and regardless of whether or not the customer was advised of the possibility of such damages in advance.

10. Disconnection Policy - Customer Initiated:

- a. As per CRTC regulation Tuckersmith will suspend billing immediately upon request from a customer (or an authorized representative) when the customer is cancelling or porting their service to another provider.
- b. Early termination fees may apply.
- c. If Tuckersmith has incurred construction fees and/or installation fees, and the customer cancels or delays a request for service before services are provided, the customer will be responsible for the fees incurred by Tuckersmith.
- d. Except with the customer's consent or in exceptional circumstances, suspension or termination may occur only on business days between 8 a.m. and 4 p.m., unless the business day precedes a non-business day, in which case disconnection may not occur after 12 noon. Requests received on a statutory holiday will be completed the next business day.
- e. Customers can request to have a service cancelled in advance of the action date.
- f. In the event of the death of the customer, the termination is effective from the date that TCCL is notified of the death. All early cancellation fees are waived.
- g. In the event where the customer's premises are destroyed/damaged so they must be abandoned the termination is effective the date that TCCL is notified. All early cancellation fees are waived.

11. Disconnection Policy - Tuckersmith Initiated:

- a. TCCL reserves the right to immediately suspend or cancel services without cause.
- b. TCCL may suspend or terminate a the customer's services only where the customer fails to pay an account of the customer that is past due, provided the account is more than \$50.00 or has been past due for more than two months, fails to provide or maintain a reasonable deposit or alternative when required by TCCL, fails to comply with the terms of a deferred payment agreement or repeatedly fails to provide TCCL with reasonable entry.
 - i. Prior to suspension or termination, TCCL will provide the customer with notice, stating the reason for the proposed suspension or termination and the amount owing (if any); the scheduled suspension or termination date; that a reasonable deferred payment agreement acceptable to TCCL can be entered into (where the reason for suspension or termination is failure to pay); the reconnection charge and the telephone number of a TCCL representative with whom the account may be discussed.

- ii. This notice will be sent by email and/or telephone and/or post mail to the last known contact information.
 - iii. Suspension or termination does not affect the customer's obligation to pay any amount owed to TCCL. TCCL will restore services, where the grounds for suspension or termination no longer exist or a payment or deferred payment agreement has been negotiated to TCCL's satisfaction.
- 12. Costs:** All Collection and legal costs incurred by TCCL regarding breach of any term of this Agreement shall be the responsibility of the customer and shall be due and payable immediately upon demand by TCCL.
- 13. Restrictions:** The customer shall not, nor shall it allow others to abuse or fraudulently use the services provided by TCCL. TCCL reserves the right to take all action which it considers necessary to compel the customer to comply with such laws or, in the alternative, to immediately terminate the services.
- 14. Force Majeure:** Neither party will be liable for failing to perform any obligation in this contract resulting from circumstances beyond the party's reasonable control (i.e. Act of God)
- 15. Proprietary Rights:** The customer acknowledges and agrees with TCCL that the customer does not own any intellectual property or other identifier (ie telephone number, calling card or PIN number, email, access codes, domain name or web page address, etc.) assigned to the customer and TCCL may change or remove any such intellectual property or identifier any time upon notice to the customer.
- 16. Indemnity:** The customer shall indemnify TCCL and hold TCCL harmless from any and all claims, actions, suits, costs, expenses, damages and liabilities including all legal fees on a full indemnity basis, arising out of or in connection with the services, and equipment. The customer also agrees to indemnify and hold TCCL harmless with respect to all legal fees on a full indemnity basis claimed by a third party against TCCL in which there is an allegation of facts that constitutes or may constitute misconduct on the customer's part or the customer's failure to comply with any of the customer's obligations under this Agreement and the customer agrees to indemnify and hold TCCL harmless for damages caused by the customer's misconduct or failure to meet the customer's obligations.
- 17. Assignment:** Neither this Agreement nor any interest in this Agreement may be assigned by the customer without the prior written consent of TCCL. TCCL may assign their interest in this Agreement without the customer's consent.
- 18. Changes:** TCCL may change, at any time, any rates (subject only to any requirements of the Canadian Radio-Television and Telecommunications Commission), features, functionality, content or any other aspects of the services by providing notice to you, by message to you by your bill, letter, or email.

19. Governing Law: This Agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

20. Legislation: In the event any of the provisions of the Terms of Service are determined to be inconsistent with or contrary to any applicable Canadian national, provincial or local laws, court orders, agency orders, rules, or regulations, the latter shall control and any inconsistent terms or condition of this Terms of Service shall terminate.

21. Confidentiality of customer Records: TCCL's corporate and online privacy policies are available at www.tcc.on.ca.

18. Resale, Sharing, Distribution, Servers:

- a. Residential Customers. Tuckersmith residential customers may not resell, share, or otherwise distribute the services without the written consent of Tuckersmith. For example, you cannot provide Internet access to others. The Tuckersmith residential service offering is a consumer product designed for your personal use. You may not run a server in connection with the Tuckersmith residential service, nor may you provide network services to others via the Tuckersmith residential service.
- b. Business Customers. The above restrictions regarding resale, sharing, distribution and use of servers also apply to all business customers, except to those business customers who have specific internet services and agreements. Where a business customer is not certain about whether their Internet Service package permits this activity please contact Tuckersmith.

19. Contact Information - Tuckersmith:

For more information or to lodge a complaint, please contact:

Tuckersmith Communications Co-operative Limited

40023 Kippen Road,

Kippen, Ontario N0M 2E0

519.263.2211 or 1.888.263.8225

www.tcc.on.ca

tcc@tcc.on.ca

20. Contact Information - Customer:

- a. It is the customer's responsibility to update TCCL should their contact information change. The customer assumes all damages should any communications be missed due to not notifying TCCL of a change in contact information.

21. Labour Rates

- a. Unless otherwise directed by our tariffs, the following labour rates apply.
- b. During business hours the technician labour is \$60/hr charged at a minimum of 1 hour with 15 minute increments plus one way travel time.
- c. After hours the labour rate is double at \$120/hr, minimum 1 hour with 15 minute increments plus one way travel time.

- d. Business hours are considered 8:30am-5:00pm Mon-Friday, excluding holidays.
- e. If a billable service call is started before 4:30, the regular rate will remain in effect until 6pm. After 6 pm the rate increases to the Afterhours rate.

Appendix A: Additional Terms of Service - Home Phone

1. Directory Policy. Customers are entitled to receive, without charge, a copy of a current local telephone directory and a copy of updated directories as they are published. TCCL will provide, without charge, replacement directories required as a result of reasonable wear and tear. The contents of TCCL's directories may not be published or reproduced in any form without TCCL's written consent.
2. Listing Omission Option: The customer may decide to have their name, address and/or telephone number listing information omitted from these directories by requesting and paying for an unlisted number, provided always that the customer's name, address and telephone number will be accessible by emergency service (9-1-1) providers.
3. Directory Errors and Omissions: In the case of errors or omissions in directory standard listings, whether or not the error or omission is with regard to a telephone number, TCCL's liability is limited to making a refund or canceling any charge associated with such listings for the period during which the error or omission occurred. However, where the error or omission is occasioned by the TCCL's negligence, TCCL is limited to the greater of \$20.00 and three times the amounts refunded or cancelled. In the case of errors in telephone numbers in directory listings, unless central office facilities are unavailable, TCCL must provide reference of call service, free of charge, until termination of the customer's service or distribution of updated directories for that district in which the number or listing is correct.

Appendix B: Additional Terms of Service - Internet Fair Use

1. FAIR USE: Flat rate or unlimited use plans and services offered are subject to customer using the service under an ordinary range of use and in a way that does not consume excessive network capacity and/or adversely affect TCCL's ability to provide services to other users. By way of example and not limitation, the following are considered by TCCL
2. to be outside of an ordinary range of use thereby consuming excessive network capacity:
 - a. Prolonged continuous use of high bandwidth applications such as bit-torrents, file sharing or any other similar applications
 - b. Operation (i.e. hosting) of servers for services such as email, web, news, chat or other similar services
 - c. Resale, transfer or distribution of the unlimited use service for commercial purposes
 - d. Sharing the unlimited use service with an unauthorized party

- e. Engaging in or allowing any alteration, copying, reproduction of or tampering with electronic serial numbers or other identification, signaling or transmission functions or components of the device used with the service TCCL may immediately suspend, restrict, alter or terminate all or part of any service provided to a customer or take other necessary protective measures, if it determines that a customer is contravening this policy, as determined by TCCL, acting reasonably.

Appendix C: Additional Terms of Service - Electronic Mail

1. **Email Spam.** The customer covenants and agrees that at all times while using the Services they will comply with the requirements of Canada's Anti-Spam Legislation ("CASL"), including all related regulations, and customer further agrees to indemnify and save harmless TCCL from and against any liability, costs or expenses that TCCL incurs as a result of a breach or alleged breach of CASL by customer.
2. **Unsolicited Use.** The Services may not be used to collect responses from unsolicited email sent from accounts on other Internet hosts or email services which violates this Policy or the acceptable use policy of any other Internet service provider. Moreover, unsolicited email may not direct the recipient to any web site or other resource that uses the Services. Forging, altering or removing electronic mail headers is prohibited.
3. **Name Rights.** You may not reference the Tuckersmith network (e.g. by including "Organization: Tuckersmith" in the header or by listing an IP address used within the Tuckersmith network) in any unsolicited email even if that email is not sent through the Tuckersmith network.
4. **Mail Bombing.** "Mail bombing" is prohibited. That is, you may not send numerous copies of the same or substantially similar messages, nor may you send very large messages or files to a recipient with the intent to disrupt a server or account. The propagation of chain letters is similarly prohibited, whether or not the recipient wishes to receive such mailings.
5. **Email Inactivity.** At Tuckersmith's discretion, if a customer does not log in to his/her @tcc.on.ca or @tccmail.ca email account for a 1 year period, the email account will be deemed 'inactive' and in a disabled state. 'Inactive' accounts will have all emails removed and the account will no longer be able to send or receive email. An 'inactive' customer email address will not be retained.
6. **Indemnity.** The Tuckersmith network is not responsible for the forwarding of email sent to any account that has been suspended or terminated. Such email will be returned to sender, ignored, deleted, or stored temporarily at the Tuckersmith network's sole discretion.
7. **Email Space.** Space for each customer's email is limited to 1 GB. (Gigabyte)

Appendix D: Additional Terms of Service - Rental Equipment

- 1. Definition:** Rental Equipment is any hardware that is on the customer property but is owned by Tuckersmith. For example, a set top box for television. There may or may not be a monthly rental charge for the equipment.
- 2. Ownership of Equipment:** The rental equipment is the property of TCCL, and the customer shall have no right to the rental equipment except as set forth in this Agreement. Upon default, expiration or early termination of this Agreement for any reason, the equipment is to be returned to Tuckersmith good repair, condition and working order, ordinary wear and tear resulting from proper use excepted. Some equipment will require a Tuckersmith technician to remove it. TCCL will provide instructions to the customer about which equipment they can return and which equipment requires a technician visit to remove.
- 3. Uninterruptible Power Supply (UPS):** When initially installed/replaced the battery in the UPS comes with a 2 year warranty. It is the customer's responsibility to test and notify TCCL if the battery is not functioning correctly. If replacement is required after the warranty period, there will be no charge to the customer to replace it.
- 4. Uninterruptible Power Supply (UPS).** The UPS is sized to maintain telephone service for 8 hours during a power outage. All other services (Internet, Television) will be disabled during this time. Note: as the battery ages the length of charge will decrease.
- 5. Access:** TCCL is permitted access to all TCCL owned equipment located on the customer's property used in connection with the services.
- 6. Unauthorized Tampering:** Any unauthorized attachment to TCCL's cable or equipment or tampering with TCCL's equipment or unauthorized use of TCCL's signal is a breach of this Agreement entitling TCCL to immediately terminate this Agreement.
- 7. Fee Increases:** TCCL reserves the right to increase equipment rental fees upon notice to the customer.
- 8. Loss/Damage:** The customer assumes the risk of loss and damage to the equipment except for reasonable wear and tear. No damage or loss to the equipment or any part thereof shall affect any obligation of the customer under this Agreement, which shall continue in full force and effect.
- 9. Sole Use:** The customer agrees that TCCL has rented the equipment solely for television and/or internet use and the customer shall not use the equipment for any other purpose. If the customer uses the equipment for any other purpose, TCCL may, at its

option, immediately terminate this Agreement.

- 10. Termination:** In the event the customer breaches this Agreement, TCCL shall have the option without notice to the customer, to terminate this Agreement and to take possession of the equipment.
- 11. Equipment Return:** If the customer fails to return the rental equipment and/or allow a technician access to the property to recovery the equipment, TCCL shall on 15 days' notice have the right to exercise any one or more of the following:
 - a.** The customer agrees to pay to TCCL full replacement value at current market rates plus applicable taxes of any equipment not returned to TCCL upon disconnection, together with any costs incurred by TCCL in obtaining or attempting to obtain possession of the equipment or payment of such amounts.
 - b.** To declare the entire amount of rent payable herein immediately due and payable to TCCL; and to sue for and recover all amounts owing with respect to said equipment.
- 12. Batteries:** Batteries for remote controls are considered a consumable item and the customer to responsible for the cost to replace as required.
- 13. Software/Hardware Requirements:** The customer acknowledges and agrees that customer owned equipment and related software may have to meet certain minimum specifications and be maintained in a specific way and in a specific location to maximize access to the services. TCCL may change such requirements at any time at TCCL's sole discretion. The customer agrees to be solely responsible for updating or maintaining their equipment and software to meet such requirements. The customer acknowledges and agrees the customer may not be entitled to support from TCCL if the customer fails to do so.
- 14. Lost/Stolen:** The customer must immediately notify TCCL if rental equipment is lost, stolen or destroyed.
- 15. Network Integrity:** The customer agrees that when using internet services, including wireless equipment, third parties may gain access to the customer's system and accounts. The customer agrees to assume all risk in connection therewith and that TCCL shall not be liable for any claims or damages that may result.
- 16. Caution:** Electronic equipment requires appropriate space for ventilation, and should not be covered. Equipment should not be placed directly on top of furniture as rubber feet may cause damage to surfaces. TCCL is not responsible for such damage.

Rental Equipment Reimbursement Costs

- 1.** DSL Modem \$50

2. Wireless Equipment \$250
3. Non-PVR TV Box \$215
4. PVR TV Box \$500
5. Router \$80
6. Fibre Equipment \$350
7. Remote Control \$15.00
8. Replacement Batteries for Fibre at current market cost
Note: the battery comes with a 2 year warranty

Appendix E: Return Policy

We want you to be happy with your purchase. If you aren't satisfied with your purchase, you can return it for an exchange or refund as long as the following criteria are met:

- a. Cellular devices/sticks/hubs may be returned within 15 days from purchase date, customers with special needs have up to 30 days.
- b. Device must be in like new condition with original packaging, manuals and accessories included.
- c. All SIM cards and prepaid cards are final sale.
- d. Non-subscription products (cases, car chargers, cordless phone) can be returned within 15 days of purchase date for a full refund. Some devices, such as earbuds, cannot be returned due to hygienic reasons.
- e. The customer is responsible for payment of any minutes, usage or service incurred.

Appendix F: Content and Programming

1. Tuckersmith does not warrant the condition or content of any Programming the Customer is able to view through use of any of TCCL's Services.
 - a. The Customer acknowledges that there may be Programming content or other content that the Customer may find offensive and agrees that viewing and/or use of such content is at the Customer's own risk. Some Programming and/or content may not be suitable for minors and the Customer agrees to supervise all minors whom the Customer permits to view the Programming and/or access the content through the Customer's account with TCCL.
 - b. The Customer agrees that it shall make no claim whatsoever against TCCL relating to the content or respecting any information, product, service or software ordered through or provided by virtue of TCCL's Services.
 - c. The materials on TCCL's web site, which may include text, images, audio clips, video clips, software and other materials (the Content), are provided by TCCL for informational purposes only. By accessing TCCL's web site or downloading any Content, the Customer agrees to be bound by the terms and conditions set out below. If the Customer does not agree to these terms and conditions, the Customer

should not access TCCL's web site or download any content.

- d.** TCCL attempts to ensure that the Content on TCCL's web site is accurate and reliable, however, since the Content has been compiled by TCCL from a variety of sources, it is provided to the Customer on an "as is" and "as available" basis.
 - e.** Links available on TCCL's web site will allow the Customer to link to web sites not maintained or controlled by TCCL. TCCL provides these links for your convenience, and is not responsible for the contents of any linked site. TCCL uses reasonable efforts to ensure the accuracy of its Content on the site, but cannot and does not warrant the accuracy, completeness, non- infringement, merchantability or fitness for a particular purpose of any information available through these links, and makes no representation or endorsement whatsoever about any other web site which the Customer may access through TCCL's web site. It is the Customer's responsibility to ensure that any web site the Customer chooses to use is free of potentially destructive items such as viruses
- 2.** All video Programming is provided on a "subject to availability" basis. Certain video Programming transmitted by TCCL, including sports events, may be "blacked out" from time to time at the request of the programmer for copyright or other reasons. If the Customer circumvents or attempts to circumvent any of these "blackouts", the Customer may be subject to legal action. Programming may also be subject to temporary interruption due to natural phenomena or causes outside of TCCL's control. TCCL will not refund charges or credit the Customer for the blackout period or for temporary interruptions.
- a.** TCCL's Residential Services Customers are permitted to exhibit video. Programming solely in the Customer's listed Service Location. Unless specified in a separate customer agreement, contract, subscription or addendum, any rights that TCCL affords the Customer to receive and view video
 - b.** Programming are exclusively for the Customer's viewing at the Service Location, and the Customer will not receive or view, or attempt to receive or view, any of the video Programming outside of the Service Location. Additionally, the video Programming may not be rebroadcast, transmitted or performed in any form, and no admission charged, or any other consideration received, by or for the Customer's benefit from any third party in return for allowing such third party to listen to or view any video Programming provided by TCCL.
 - c.** It is against the law to receive video Programming, or any portion of the Services, without payment to TCCL (unless expressly permitted to do so by TCCL). Doing so may result in civil or criminal penalty. TCCL also reserves the right to take any other action to prevent the reception of its video Programming without payment to, or authorization by, TCCL, including the right to modify or disable the software.

- 3.** Unless otherwise indicated by TCCL at the time the Customer places an order for pay-per-view or video on demand Programming, all sales of pay-per-view or video on demand Programming are final. The Customer shall indemnify and hold harmless TCCL from any claims, liabilities, losses or damages resulting from the Customer's use of pay-per-view or on demand video Programming in contravention of these Terms of Service.