



PRIVACY

POLICY FOR THE MANAGEMENT AND PROTECTION OF PERSONAL INFORMATION OF USERS OF THE VIIV TV APPLICATION.

Effective date: March 21, 2025

1. DEFINITIONS

The Company/we/our/us refers to: DÉVELOPPEMENT INNOVATIONS HAUT-RICHELIEU (**Lumii Solutions**);

Personal information refers to: any information that concerns a natural person and that, taken separately or in combination with other data, allows that person to be identified;

Customer/user/you/your refers to: the subscriber to the service and includes any person accessing the service through the **Viiv TV** application and your account;

The application refers to: the **Viiv TV** application made available to the Customer that allows the service to be used;

Content refers to: the Internet Protocol Television (*IPTV*) content offered by the Service via a streaming media device, either owned by the Customer or rented and/or purchased from **Lumii Solutions**, and via the Application;

Pay TV service: refers to the Internet Protocol Television (*IPTV*) service offered by **Lumii Solutions** to subscribers and the **Viiv TV** application that allows the use of the pay TV service.

2. Introduction

Lumii Solutions is committed to protecting the privacy and security of its users' personal information. This policy sets out the practices relating to the collection, use, storage, and protection of personal information obtained through the **Viiv TV** application and the pay-TV service.

3. Consent and acceptance

By downloading, installing, using, or browsing the **Viiv TV** app and pay TV service, you agree to this privacy policy and the terms and conditions of service. You also confirm that you are eighteen (18) years of age or older.

Persons under the age of eighteen (18) may use the service only with the express and documented consent of a parent or legal guardian, who remains responsible for the minor's use of the service.

By subscribing to the pay-TV service, you receive access to and use of: (i) certain software, intellectual property rights, and technologies that we own or operate (including, for example, hosted or downloaded applications, accessories, tools, features, and/or functionalities that we provide or make available); (ii) our websites and applications, including, but not limited to, the application; (iii) the content to which you have access (including, but not limited to, videos or transaction and subscription programs, advertising, and/or any other content); (iv) all other products and/or services that you access, are provided to you, that you use, or that are otherwise made available to you, including technologies, software, documentation, features, functionality, content, updates, upgrades, bug fixes, or additional enhancements used in connection with or otherwise related to the use of the pay-TV service; (v) updated versions of the application, the pay-TV service, and related third-party software, which may be provided to you at any time and which you accept without further notice; and all other related information and materials provided to the user by or on behalf of the Company.

4. Use of the Pay TV Service

You must be connected to the **Lumii Solutions** Internet network to subscribe to the pay-TV service. Persons under the age of eighteen (18) may only use the pay-TV service with the consent or involvement of a parent or legal guardian, under the latter's account and subject to the provisions of this policy. Disconnection from the **Lumii Solutions** Internet network will result in cancellation of the pay-TV service.

A compatible streaming media device is required to access the pay-TV service and the **Viiv TV** app. Visit lumii-solutions.com for a list of major compatible streaming media devices. This list is provided for informational purposes only and does not constitute a guarantee of proper operation with the pay TV service. If you purchase a device from **Lumii Solutions**, a one-year legal warranty applies. By using the pay TV service and the **Viiv TV** app, you agree to contact **Lumii Solutions** with any questions or issues related to the compatibility of the device provided by **Lumii Solutions** under the legal warranty. After this warranty expires, you will need to contact the device manufacturer directly for any claims or additional assistance.

You understand that pay TV service may include, and that the **Viiv TV** application may allow you to access, content that may be considered offensive, indecent, explicit, or otherwise objectionable. Such content may not be identified as such, including, but not limited to, explicit language or images. **Lumii Solutions** shall have no liability to you for such content. Any descriptions of content, genre, or other categories are provided for your convenience, but **Lumii Solutions** does not guarantee their accuracy and assumes no obligation to provide them. You understand that video content resolution is affected by many factors and that, as a result, no specific resolution is guaranteed.

You understand that the Pay TV Service is limited to the Company's network and is subject to the entry of a username and password assigned or approved by the Company. The Pay TV Service is not available for streaming on the public Internet.

If, at any time after reviewing or using the Pay TV Service, you wish to terminate the Pay TV Service and this Agreement, you must cancel your subscription as described in the "*Your Subscription*" section below, uninstall and delete the Application from your device, and delete any copies of the Application in your possession. You agree that information collected from you or your device before you uninstall, delete, or stop using the application may still be used by us at our discretion.

5. **User Profile Management**

The **Viiv TV** application allows the creation of multiple user profiles within the same account. These profiles offer household members the ability to personalize their content, recommendations, and viewing history.

Please note that although multiple profiles can be created, they remain accessible, editable, and deletable by anyone using the **Viiv TV** app with access to the main account. Therefore, you should inform your household members if you do not want them to modify or delete your profile.

* **Upcoming feature:** User profile management will be available later this year. This feature will allow for more in-depth control of profiles within the same account, but is not yet enabled.

6. **Offline content access and use of the Viiv TV app**

When using the **Viiv TV** app, you can download content to watch offline on your mobile devices. This downloaded content can be viewed at your convenience, wherever you are, without using up your mobile data. With a **Viiv TV** app subscription, you can watch shows and movies without needing a digital terminal, a television, or even being at home. To do so, simply download the **Viiv TV** app to your mobile devices or access it online via your computer. All personal data related to the use of this app will be processed in accordance with our personal information management and protection policy.

7. **Collection of personal information**

Lumii Solutions may collect various types of personal information, including:

- Identification information (first name, last name, address, email, phone number);
- Login and authentication information (username, password);
- Data on the use of the **Viiv TV** application and pay TV service;
- Technical data (IP address, device type, operating system).

Your information is collected solely for the purposes described in this policy. It is never sold, given, or rented to third parties for commercial purposes. Third-party suppliers contracted by **Lumii Solutions** are required by agreement to provide equivalent guarantees of personal data protection in accordance with applicable laws.

8. **Use of personal information**

The personal information collected is used for the following purposes:

Policy on the management and protection of personal information of users of the **Viiv TV** application.

- Authentication and management of user accounts;
- Provision and improvement of pay TV services;
- Communication with users for updates, offers, and notifications;
- Compliance with legal and regulatory obligations.

In accordance with *Act 25* (Quebec), you have the right to the portability of your personal information. Upon request, your data may be communicated in a structured and commonly used technological format.

9. Sharing and disclosure of personal information

Your data may be shared with:

- Third-party service providers contracted for the technical management and hosting of the **Viiv TV** application;
- The competent authorities when required by *law*.

10. Security and retention of personal information

In accordance with applicable laws, including the *Act to modernize legislative provisions as regards the protection of personal information (Bill 25, Quebec)*, you have the following rights regarding your personal information:

- Right to access, correct, and delete data concerning you;
- Right to withdraw your consent to the processing of your data;
- Right to portability of your data in a structured technological format;
- Right to file a complaint with the *Commission d'accès à l'information du Québec* or any competent data protection authority.

11. User rights

In accordance with applicable *laws*, you have the following rights regarding your personal information:

- Right to access, rectify, and delete data concerning you;
- Right to withdraw your consent to the processing of your data;
- Right to file a complaint with the competent data protection authorities.

12. Privacy

The collection and use of your personal information is governed by **Lumii Solutions'** *Privacy Policy*, the terms of which are incorporated into this policy. We invite you to review our *Privacy Policy* to better understand our data protection practices, available at: <https://lumii-solutions.com/tv/forfaits/politique-confidentialite/>

13. Your subscription

The pay TV service offers various subscription packages that require payment of a fee to access content. You can view your subscription details by visiting <https://clients.lumii-solutions.com/connexion>

Your subscription is automatically renewed each month until canceled. Billing and payment are subject to the terms and conditions of your service agreement. You can cancel your subscription at any time by sending a verbal or written notice to **Lumii Solutions** by filling out the "*cancellation form*" found on the **Lumii Solutions** website or by calling 450-346-0057/1-888-346-0057 or by emailing info@lumii-solutions.com. After canceling your subscription, you will retain access to the service until the scheduled end date. No refunds will be given for unviewed content.

Pay TV service rates and terms are subject to change at **Lumii Solutions'** sole discretion. Any price changes will be announced thirty (30) days prior to their effective date on the **Lumii Solutions** website, and individual notification will be sent.

The pay-TV service and application are intended for non-commercial use only. You may not use the pay-TV service or application for viewing in public places or commercial venues, whether or not viewing fees are charged, unless expressly authorized. You are not authorized to use our trademarks.

14. Number of connected devices and use of the service

By default, three (3) simultaneous streams are included per household. If the customer wishes to benefit from additional streams, fees will apply, with a maximum of ten (10) simultaneous streams allowed. Customers can request additional streams or activate the digital video recorder service by contacting **Lumii Solutions** customer service at 450-346-0057 / 1-888-346-0057, or by email at info@lumii-solutions.com.

Lumii Solutions reserves the right to modify the number of devices connected simultaneously according to the customer's needs and conditions of use.

15. Content and programming

Various factors may influence the cost and availability of content. We reserve the right to add, remove, or modify the presentation, selection, price of content, or any other aspect of our pay TV services at any time and for any reason, at our sole discretion. Certain content or sporting events may be restricted in your region based on decisions made by third parties, for which we are not responsible. In addition, certain content may be inaccessible for certain pay TV service features. Access to the pay TV service is limited to the Internet address assigned by **Lumii Solutions**. In order to comply with these restrictions, we may use any available technology to verify your geographic location.

16. Updates and Testing

We continuously update and test the pay TV service, including content. You understand that by using the pay TV service, you agree to be included in these tests without prior notice. Testing may involve any aspect of the pay TV service and may include, but is not limited to: service level, application, website, user interfaces, packages, promotional features, content availability, delivery, and pricing.

17. License and Restrictions

Subject to the restrictions set forth herein, **Lumii Solutions** grants you a personal, revocable, non-exclusive, non-transferable, and limited right to install and use the **Viiv TV** application on a streaming device, mobile devices, or any other computing device that you own and control ("your device"), and to access the **Viiv TV** application solely for the purpose of using the pay TV service and viewing content, in strict compliance with the terms of this policy and *the laws* and regulations of Quebec and Canada in force.

You are prohibited from:

- a) Decompile, reverse engineer, disassemble, attempt to derive or decrypt the source code of the **Viiv TV** application for any reason whatsoever;
- b) Modify, adapt, improve, or create a derivative work of the **Viiv TV** application or content;
- c) Violating any applicable *law*, rule, or regulation in connection with your access to or use of the application or content;
- d) Remove or alter any copyright or trademark notices belonging to **Lumii Solutions** or its collaborators, suppliers, or licensors;
- e) Use the **Viiv TV** application or content in a manner that generates direct revenue, or use the application for purposes other than those for which it was designed or intended;
- f) Allow the use of the **Viiv TV** application on a device that does not belong to you;
- g) Allow access to or use of the content on a device that does not belong to you;
- h) Make the application or content available on a network other than the **Lumii Solutions** network;
- i) Use the **Viiv TV** application or content to develop, design, or create a service intended to replace or be used in conjunction with the pay-TV service, products, or software of **Lumii Solutions** or its licensors;
- j) Use any proprietary information or intellectual property of **Lumii Solutions** to design, develop, manufacture, license, or distribute an application, accessory, or device intended for use with the application;
- k) Circumvent, disable, or alter the Application or Content;
- l) Reproduce, archive, retransmit, distribute, sell, rent, license, exchange, modify, broadcast, synchronize, publicly broadcast, publish, publicly display, make available to third parties, transfer, or distribute the **Viiv TV** application or Content;
- m) Use the pay TV service in a manner not provided for in this policy, in **Lumii Solutions'** sole judgment.

You agree to comply with the rules and policies established by **Lumii Solutions** at all times.

18. Intellectual Property

The **Viiv TV** application (including its source code and object code), as well as any copies thereof (whether or not present on your device), the pay-TV service, and all copyrights, patents, trademarks, trade secrets, and other intellectual property rights associated therewith, are the property of **Lumii Solutions** or its collaborators, licensors, or suppliers. The source code and object code of the application are proprietary and confidential information of **Lumii Solutions** and its partners. **Lumii Solutions** retains full ownership of the **Viiv TV** application and pay-TV service. The **Viiv TV** application is licensed to you, not sold.

Lumii Solutions, along with its employees, licensors, and suppliers, reserves the right to modify, suspend, terminate, remove, limit use or access, disable access to the **Viiv TV** application or pay TV service, or request the return of the **Viiv TV** application (or any copies thereof) at any time and without notice, without incurring any liability on their part. Except as expressly provided in this policy, no intellectual property rights in the **Viiv TV** application or pay-TV service are granted to you in any legal form, including by implication or estoppel. All rights relating to the application and pay-TV service that are not explicitly granted in this policy remain reserved and retained by **Lumii Solutions**.

Lumii Solutions' policy is to respond promptly to clear notifications of alleged copyright infringement. **Lumii Solutions** has designated an Agent to receive notifications of alleged infringements at the address listed below:

Développement Innovations Haut-Richelieu

Lumii Solutions

Legal Department

380, 4th Avenue

P.O. Box 911

Saint-Jean-sur-Richelieu

Quebec, J2X 4J5

450-346-0057

1 888 346-0057

donneesihrwifi@lumii-solutions.com

By filling out the form on our [Contact Us](#) webpage.

For more information, visit our website at: <https://lumii-solutions.com/>

This section remains in effect after the termination of this policy.

The pay TV service or application may include third-party software subject to *open source* license terms ("*Open Source Software*"). You acknowledge and agree that your right to use such *Open Source Software* is subject to and governed by the terms and conditions of any license applicable to *the Open Source Software* (the "*Open Source License Terms*"). In the event of a conflict between the terms of this Agreement and the *Open Source License Terms*, the *Open Source License Terms* shall prevail.

19. Third-Party Services

The pay TV service or the **Viiv TV** application may allow you to access certain Internet services, products, websites, advertisements, and content from advertisers, publishers, vendors, and other third parties, which are provided by third parties with whom you may have a separate relationship ("*Third-Party Services*"). You agree that **Lumii Solutions** assumes no responsibility for these third-party services or for your continued access to these services through the Service. You are responsible for all charges associated with accessing and using these third-party services.

You hereby represent and warrant that you have the necessary rights to access and use these third-party services through the pay TV service, and that your use of these services complies with the terms of use of these third-party services. **Lumii Solutions** reserves the right to restrict your access and use (or misuse), or to deny access to any third-party service otherwise accessible through the pay TV service or the **Viiv TV** application. **Lumii Solutions** shall have no liability to you arising out of or in connection with the foregoing.

20. Applicable Laws and Jurisdiction

This policy is governed by the *laws* in force in the Province of Quebec, as well as by the applicable decisions and regulations of *the Canadian Radio-television and Telecommunications Commission (CRTC)*, in

accordance with the *Telecommunications Act (S.C. 1993, c. 38, Canada)*. Any interpretation of this policy shall be in accordance with these *laws* and regulations.

Any dispute or disagreement relating to this policy or the management of the personal information of **Viiv TV** app users shall be subject to the exclusive jurisdiction of the courts of the province of Quebec. To this end, the parties agree that the judicial district of Iberville, Province of Quebec, Canada, is the only court with jurisdiction to hear any claim or lawsuit, to the exclusion of any other judicial district that may otherwise have jurisdiction under the *law*.

Lumii Solutions' failure to insist on strict compliance with any provision of this policy shall not constitute a waiver of that right or a waiver of the right to enforce any subsequent violation of that provision.

Interpretation

If any provision of this policy is declared invalid, illegal, or unenforceable by a court of competent jurisdiction, that decision shall not affect the validity, legality, or enforceability of the remaining provisions, which shall remain in full force and effect.

21. No warranties

You acknowledge and agree that the **Viiv TV** application and pay TV services, including all content contained therein or accessible through them, are provided "as is" and "as available." Except as required by law, **Lumii Solutions**, its employees, suppliers, and licensors hereby disclaim all representations, warranties, and assurances, whether oral, express, implied, or statutory, and arising by law, statute, trade usage, custom, trade practice, or performance of the parties, or from the nature or context of this policy, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

Lumii Solutions, its employees, suppliers, and licensors do not warrant that:

- The **Viiv TV** application or pay-TV service will meet your requirements;
- The **Viiv TV** application or pay-TV service will be uninterrupted, accurate, reliable, timely, secure, free from viruses or other harmful components, or error-free;
- The information contained in the **Viiv TV** app will be error-free or protected from harmful elements;
- The quality of any products, services, information, or other material obtained through the **Viiv TV** app or service will meet your expectations;
- That any errors in the **Viiv TV** application or service will be corrected or that the application or service will be kept up to date.

You acknowledge that the **Viiv TV** application is not intended for use where the performance, use or misuse, failure, errors or inaccuracies of the content, data or information provided by the application could result in death, personal injury, serious physical, material or environmental damage.

Lumii Solutions, its employees, suppliers, and licensors do not guarantee the compatibility or interoperability of the **Viiv TV** application with your device or any other hardware, software, or equipment you use in connection with it. Furthermore, you acknowledge that compatibility or interoperability issues may result in degradation or total failure of your device's performance and may cause permanent damage to your device, loss of data, and corruption of software and files stored on your device. You are responsible for all expenses necessary to maintain or repair your device.

You agree that **Lumii Solutions**, its collaborators, suppliers, and licensors, as well as their officers, directors, employees, and agents, shall not be liable for any loss or damage arising from compatibility or interoperability issues.

This section remains in effect after termination of this policy.

22. Limitation of Liability

Lumii Solutions' liability to you arising out of or in connection with this policy, access to and/or use of the services, or any content provided through the services, as well as the acts or omissions of any third party, whether or not **Lumii Solutions** has been advised of the possibility of such damages, whether or not caused by the negligence of **Lumii Solutions**, or due to any act or omission of **Lumii Solutions**, shall be limited to actual damages to real property or tangible personal property, or bodily injury or death resulting from the intentional misconduct or recklessness of **Lumii Solutions**, to the extent that such liability may be excluded by *law*.

You shall not be entitled to any other damages, including indirect or consequential damages, regardless of the form of action. **Lumii Solutions**, its employees, agents, contractors, and representatives shall not be liable in any way for unauthorized access, damage, modification, loss, or destruction of your software, files, data, or devices, or for infringement of copyrights, trademarks, patents, trade secrets, or other intellectual property rights.

This section shall remain in effect after termination of this policy.

23. Indemnification

You agree to defend, indemnify, and hold **Lumii Solutions**, its officers, directors, shareholders, employees, representatives, affiliates, and agents, as well as any other service providers providing services to you under this policy, harmless from any claims, loss, damage, fine, penalty, cost, and expense (including, but not limited to, reasonable attorneys' fees) by you or any third party or user of the services in connection with or arising out of:

- Your access to and use of the application, service, or equipment;
- Your violation of this policy or the *law*;
- Your negligence or willful misconduct;
- Your violation of the rights of a third party.

These obligations survive the termination of this policy.

24. Third-party claims

You agree that **Lumii Solutions** shall not be liable for any third-party claims arising from your use of the services or equipment, and you agree to reimburse **Lumii Solutions** for all costs and expenses related to defending against such claims, including reasonable attorneys' fees, unless such claims are due to our intentional misconduct or gross negligence.

This provision shall survive the termination of this policy.

25. Consent to Electronic Communications

It is essential that **Lumii Solutions** be able to contact you from time to time. You have agreed to provide **Lumii Solutions** with an email address (your "primary email address") and you consent to receiving emails from **Lumii Solutions** at that address for all purposes related to this policy. The customer also agrees that **Lumii Solutions** may call them at the phone numbers provided by the customer. The customer agrees that these calls may be made using any method, including automatic dialing equipment, artificial or recorded voice, or electronic messages sent to a wireless device. If your wireless service provider charges you for electronic messages, you are responsible for the applicable fees.

26. Service and Support

For assistance, visit our website at <https://lumii-solutions.com/> or contact us at 450-346-0057 / 1-888-346-0057. You can also obtain additional assistance or submit your comments at: info@lumii-solutions.com

27. Disclaimer

Except as provided in this policy, the failure to exercise a right or require performance of an obligation under this policy does not affect a party's ability to exercise that right or require such performance at any time thereafter. A waiver of a breach does not constitute a waiver of any subsequent breach.

28. Third-Party Beneficiaries

Unless expressly stated in this policy or in the agreements incorporated herein, nothing in this policy is intended to confer or shall be construed to confer upon any person (other than the parties hereto) any rights, benefits, or remedies of any kind, or to create any obligations or liabilities of any party to any such person. You may not assign your rights or obligations under this policy. Any attempt by you to do so shall be null and void. **Lumii Solutions** may assign this policy without restriction.

29. Binding Agreement

This policy is binding upon the parties and their authorized successors and assigns, and shall inure to their benefit. If any provision of this policy is unenforceable in any jurisdiction, it shall be ineffective in that jurisdiction to the extent of the prohibition or unenforceability, without invalidating the other provisions of this policy. Furthermore, such prohibition or unenforceability in any jurisdiction shall not invalidate that provision in any other jurisdiction.

30. Other Actions

The customer shall promptly sign and deliver to **Lumii Solutions** any other necessary documents and take any additional steps that **Lumii Solutions** may require to give effect to the intent and purpose of this policy.

31. Term and termination of the policy

This policy is effective until terminated. **Lumii Solutions** may, in its sole and absolute discretion, disable the **Viiv TV** application, or suspend or terminate this policy and the rights granted to you, at any time, for any reason or no reason, with or without notice. Upon termination of this policy, you must immediately stop using the **Viiv TV** application, uninstall it from your device, and delete any copies of the **Viiv TV** application in your possession.

Lumii Solutions shall not be liable to you or any third party for any compensation, indemnification, or damages resulting from the termination of this policy under its terms. Termination of this policy shall not affect any other rights or remedies **Lumii Solutions** may have, now or in the future.

32. Survival of Terms

In addition to this section, all provisions relating to indemnities, releases, limitations of liability, warranty disclaimers, limitations of remedies, the arbitration agreement, and restrictions on the use of the services, as specified in this document, shall survive the termination of this policy and the discontinuation of the services.

33. Entire Policy

This policy, together with the documents incorporated herein by reference, constitutes the entire agreement relating to the use of the **Viiv TV** application and the service, and supersedes all prior or contemporaneous agreements relating to this subject matter.

34. Policy Changes

Lumii Solutions reserves the right to modify this privacy policy. Any changes will be posted on the **Lumii Solutions** website and will take effect immediately upon posting.

35. Miscellaneous

For detailed answers to your questions about security and privacy, please read **Lumii Solutions'** privacy and confidentiality policy at the following address: <https://lumii-solutions.com/politique-confidentialite/>

If you have any questions about this policy or the exercise of your rights, please contact us at the following address:

DÉVELOPPEMENT INNOVATIONS HAUT-RICHELIEU

Lumii Solutions

Attn: Legal Department

8 Frère André Boulevard

P.O. Box 68

Mont-Saint-Grégoire

Quebec, J0J 1K0

Or contact us by email at the following address: donneesihwifi@lumii-solutions.com

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Lumii Solutions

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