



## TELEVISION SECTION

### 1. Decoder

Hardware limitation of five (5) decoders per account. Your decoders must be located at the address indicated in our records at all times. The service is not mobile and requires a connection to our network in order to function properly.

### 2. Digital recorder

You are permitted to use the *ENP* cloud service for personal purposes. You can record all types of authorized content using your decoder. Certain types of content may not be available for recording. Lumii Solutions has no control over this. Certain restrictions may be imposed by broadcasters.

### 3. Analog and digital output

It is not permitted to use an external device to save or circumvent the technical recording limitation on our decoders. This limitation is imposed on us by broadcasters. It is therefore prohibited to use a retransmission device that allows a person who is not a resident of the billing address to benefit from the services and advantages provided by your decoder.

### 4. Resale

It is prohibited to resell or profit from the services received using your decoder or any other device used to receive and decode our television services.

Television services are strictly reserved for personal and residential use. Any public broadcasting (restaurants, bars, clubs, or other commercial venues) is prohibited, unless a specific agreement has been entered into with Lumii Solutions.

### 5. Program Guide

Lumii Solutions has no control over the content of the program guide displayed on your decoder and cannot be held responsible for any changes that may occur to what is displayed on the screen. On certain occasions, for contractual reasons beyond our control, the channel you are watching may display content that differs from the regular programming, which may affect your pre-programmed recordings.

### 6. Parental Controls

Lumii Solutions provides customers with a parental control and channel blocking service. Parental control is based on information received from broadcasters. Lumii Solutions therefore has no control over the accuracy of the information received.

### 7. Channels

Certain channels are not available for sale on a custom or à la carte basis.

### 8. Service availability

**Lumii Solutions** cannot guarantee the availability and content of channels. In the event of a continuous service interruption exceeding forty-eight (48) hours, attributable to **Lumii Solutions**, a proportional credit may be granted to the Customer, limited to the monthly fees applicable to the affected television service. This credit constitutes the only compensation available to the Customer.

**9. Service for people with visual or hearing impairments**

**Lumii Solutions** undertakes to make every effort to ensure that the captioning or audio description services provided by the content provider are available to our customers.

**10. Changes to channels and programming**

**Lumii Solutions** reserves the right to modify, replace, or remove any channel or content included in television packages in order to comply with *CRTC* regulations, the terms of its licenses, and its retransmission agreements with programming providers.

The Customer will be notified in writing at least thirty (30) days before any change that significantly impacts their package takes effect. If the Customer does not accept the announced changes, they may cancel their television service subscription without penalty as of the date the changes take effect.

**Lumii Solutions** cannot be held responsible for interruptions, content variations, or schedule changes originating from broadcasters or third parties responsible for the distribution of television content.

**11. Subscription Term**

Any subscription to a television package, pay-per-view channel, or optional module must be maintained for a minimum period of thirty (30) days. The Customer's choice must at all times comply with **Lumii Solutions'** internal policies and applicable regulatory requirements, including those of *the Canadian Radio-television and Telecommunications Commission (CRTC)* and programming providers.

Changes made by the Customer to their package, including the addition or removal of channels, take effect in accordance with the current billing cycle. **Lumii Solutions** reserves the right to refuse any request for change when it contravenes regulatory requirements, broadcasting rights, or applicable retransmission contracts.

No subscription changes may be made when television service is suspended under section 12.

**12. Temporary suspension of television service**

The Customer may request one (1) temporary suspension (seasonal break) of their television service for a minimum period of one (1) month and a maximum of six (6) consecutive months, during a rolling twelve (12) month period calculated from the start date of the suspension, and not based on the calendar year. During the suspension, equipment rental fees, including decoders, remain payable as long as the equipment remains in the Customer's possession.

Suspension is granted only if the Customer's account is in good standing and the required equipment remains installed, in good condition, and compliant with **Lumii Solutions'** technical requirements. During the suspension period, the television service and all its features will be inactive and cannot be used.

The Customer remains responsible for the integrity, security, and maintenance of the equipment provided or rented during the suspension period. No contractual modifications or package changes may be made while the service is suspended.

At the end of the maximum period of six (6) months, the service will be automatically reactivated, unless the Customer has submitted a termination request in accordance with the applicable contractual terms and

conditions. No new suspension requests will be accepted until the rolling twelve (12) month period has expired.

The temporary suspension does not alter the Customer's responsibility for equipment provided by **Lumii Solutions** or for applicable charges not directly related to the television service.

**13. Limitation of Liability**

**Lumii Solutions'** total liability in relation to the television service, including any interruption, content error, channel change, or technical failure, is strictly limited to the amount paid by the Customer for this service during the three (3) months preceding the event giving rise to the claim.

**Lumii Solutions** shall in no event be liable for:

- a) interruptions, errors, content variations, or unavailability originating from broadcasters or their suppliers;
- b) channel or programming changes imposed by content owners or regulatory requirements;
- c) loss of cloud recordings due to technical failure, maintenance, system updates, or any condition beyond **Lumii Solutions'** control;
- d) any indirect, incidental, special, punitive, exemplary, or consequential damages, including loss of profits or business.

The credit provided for in Section 8, if applicable, constitutes the sole compensation available in the event of a prolonged interruption of service.

**14. Confidentiality and protection of personal information**

**Lumii Solutions** is committed to protecting its Customers' personal information in accordance with its Privacy Policy, *CRTC* rules, and the *Act to modernize legislative provisions as regards the protection of personal information (Bill 25, Quebec)*.

**15. Rules of Conduct**

The television service is provided for personal use and in accordance with the *law* and these terms and conditions.

DÉVELOPPEMENT INNOVATIONS HAUT-RICHELIEU

**LUMII SOLUTIONS**

Attention: Billing Department

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