



166 Bayfield St.  
Barrie, ON Canada  
L4M 3B5  
TEL: (705) 721-5600  
FAX: (705) 726-0399

Website: [www.apexia.ca](http://www.apexia.ca)  
Email: [info@apexia.ca](mailto:info@apexia.ca)

## IPTV Lobby TV Application (Powered by ATOPTV)

Name: \_\_\_\_\_ Business: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_ - \_\_\_\_\_

Phone: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Email Addr: \_\_\_\_\_

Package:	Number of channels:	Price:
IPTV Lobby TV	10	\$25.00/month <u>x</u>

### Included Channels:

Business News Network The Weather Network Knowledge Network CNN CNBC  
CTV News Network CP24 CBC Toronto CBC Vancouver Treehouse TV

### Required Hardware: (One required for each television)

\_\_\_ Roku: Activation codes \_\_\_\_\_

\_\_\_ Amazon Fire TV stick: Activation codes \_\_\_\_\_

### Setup Fee:

Device setup at Apexia's office: Free \_\_\_ At business installation: (\$95) \_\_\_

### Payment:

Interac/Cash \_\_\_ Cheque \_\_\_ MC \_\_\_ Visa \_\_\_ Auto Credit Card \_\_\_

**Credit Card:** Number: \_\_\_\_\_ Expiry: \_\_\_/\_\_\_

### Term:

Monthly \_\_\_ Quarterly \_\_\_ Yearly \_\_\_

**Upon signing, customer acknowledges to have read, understood and agreed to the Terms and Conditions on the back of this form. Under 18 requires parent/guardian signature.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**How did you hear about us?** I'm a current customer \_\_\_ Other Apexia customer \_\_\_  
Phone book \_\_\_ Internet search \_\_\_ Other: \_\_\_\_\_

Revised: Oct. 21, 2017

## **Terms and Conditions (IPTV)**

IPTV Services are defined as live TV content, specialty channels and library of motion pictures and other audio-visual entertainment content on Standard or High Definition format (collectively referred to as IPTV), streamed over a Closed Loop connection or VPN (Virtual Private Network) to the customer's network.

Apexia Voice and Data (hereafter Apexia) reserves the right in our sole and absolute discretion to make changes to its Services from time to time and without notice in how services are operated. Any description of how Apexia services work should not be considered a representation or obligation with respect to how services will always work. Apexia is constantly making adjustments to its Services and often these adjustments are not completely captured within this agreement.

Apexia uses a subscription business model where a customer or end user (hereafter Subscriber) must pay a recurring monthly subscription fee for having access to IPTV services.

Subscribers are defined as individuals (persons over 18 years of age), corporations or any legal entity. Apexia reserves the right to deny any entity, individual or corporation from subscribing to its products and services (IPTV) at its own sole discretion.

Subscriber understands and acknowledges hereby that Apexia's streaming platform is a mere conduit for various programming contents and Apexia delivers its licensed content to end-user devices based on the actions of individual recipients, not to public forums. Business and commercial use of this service is prohibited.

Based on performance data from the broadband providers and Apexia's own analysis, a minimum of fifteen (15) Mb/s internet download bandwidth is required for acceptable video quality of the IPTV services.

Apexia strives to provide an excellent service in terms of quality of its products and services, however the Services are provided "as is" and "as available" without warranties or conditions of any kind.

Without limiting the generality of the foregoing, Apexia does not warrant the performance, quality, availability, uninterrupted use of the operation of the IPTV service or any feature of the Services.

There are no express or implied representations, warranties or conditions whatsoever (including warranties of title or non-infringement, or implied warranties of merchantable quality or fitness for a particular purpose) with regard to the Services or otherwise through the Services, and all representations, warranties and conditions of any kind, express or implied are, to the extent permitted by applicable law, hereby excluded.

Unless otherwise specifically provided in this Agreement, Apexia will not be liable to the subscriber for:

1. any direct, indirect, incidental, special, punitive or consequential losses or damages, including loss of profits, loss of earnings and loss of business opportunities, invasion of privacy and personal injuries (including death) resulting directly or indirectly out of, or otherwise arising in connection with the subscriber's use of Apexia's products and services; and
2. any losses, claims, damages, liabilities or costs (including legal fees) resulting directly or indirectly out of, or otherwise arising in connection with any claim that a subscriber's use of the products and services infringes the copyright, patent, trade-mark, confidentiality, privacy, or other intellectual property rights of any third party; and
3. any damage to or loss or destruction of any of the subscriber's hardware, software, data or peripherals resulting from installation or usage of the Services.

Subscriber agrees to defend, indemnify and hold Apexia, its brands, and its officers, directors, employees, agents or affiliates, harmless from and against any and all claims, losses, liability costs and expenses (including but not limited to attorneys' fees) arising from subscriber's use of the services, laws or regulations, or any third party's rights, including but not limited to infringement of any copyright, violation of any proprietary right or invasion of any privacy rights.

All invoicing is executed electronically. Payment is due upon receipt of invoice. Accounts are in default and subject to a 3.0% per month late payment fee if payment is not received by due date printed on invoice. If your payment is returned to us unpaid you are immediately in default and subject to a returned cheque charge of \$25 from us. Accounts determined to be in default will have their service(s) interrupted.

Services are invoiced in a time frame consistent with the classification of your account. 30 days written notice is required to cancel services. Apexia reserves the right to change the rates and otherwise modify these Terms and Conditions by notifying you 30 days in advance of the effective date of the change.

Apexia reserves the right to deny service at any time. No refunds will be issued.

Customer agrees to allow Apexia to collect, use, retain, and disclose personal information for the purposes of collecting money owed to Apexia by customer.