TERMS OF USE AND END USER LICENSE AGREEMENT

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND STINGRAY MUSIC USA INC. ("STINGRAY"), AND NOT WITH ANY OTHER THIRD PARTY (E.G. THE APPLICATION STORE OR THE PLATFORM DISTRIBUTOR) OR ANY OF THEIR AFFILIATES, STATING THE COMPLETE TERMS THAT GOVERN YOUR USE OF THE WEBSITE, MOBILE APPLICATION OR TV APPLICATION NAMED “NATUREVISION” (THE “NATUREVISION PLATFORM”) AND OF THE NATUREVISION SERVICE MADE AVAILABLE THROUGH SUCH NATUREVISION PLATFORM, INCLUDING DVD ORDERS (THE “NATUREVISION SERVICE”).

IF YOU DO NOT AGREE TO ABIDE BY THESE TERMS, DO NOT USE THE NATUREVISION PLATFORM AND THE NATUREVISION SERVICE.

BY USING THE NATUREVISION PLATFORM AND THE NATUREVISION SERVICE, YOU SIGNIFY THAT YOU HAVE READ, UNDERSTOOD AND AGREED TO BE BOUND BY EACH AND EVERY TERM OF THESE TERMS OF USE AND THIS END USER LICENSE AGREEMENT (COLLECTIVELY, THE “AGREEMENT”).

STINGRAY MAY REFUSE ACCESS TO THE NATUREVISION PLATFORM AND TO THE NATUREVISION SERVICE FOR NONCOMPLIANCE WITH ANY PART OF THIS AGREEMENT. PLEASE READ THIS AGREEMENT VERY CAREFULLY.


Stingray is the sole owner and provider of the NatureVision Platform, including but not limited to, when offered via (i) the Android Market and on other Android applications stores (collectively, the "Android Store"), (ii) the Apple App Store through the iTunes Store (the "Apple Store"), (iii) any other similar application store(s) owned and operated by third parties where the NatureVision Service is made available by Stingray (the “Other Stores”), and (iv) smart TV applications stores (collectively, the “TV App Stores”), and of the NatureVision Service accessible through such NatureVision Platform. The Android Store, the Apple Store, the Other Stores and the TV App Stores shall be referred to thereafter as the “Store(s)”. Except if you are only purchasing DVDs via Stingray’s website located at www.naturevisiontv.com (the “NatureVision Website”), when using the NatureVision Platform for the first time or once you have downloaded the NatureVision Platform via the Store, you will be asked to sign up for a Stingray account (or for an account with the Store or the third-party platform through which the NatureVision Platform is made available to you) or to login with your existing Stingray account, as applicable. In order to create an account, you must enter your payment information and select a subscription plan. The recurring subscription plans offered on the NatureVision Service (each, a “Subscription”) will give you access to the NatureVision Service for a certain period of time (each, a “Subscription Period”), more specifically to unlimited streaming of content available on the NatureVision Service in your country. The Subscription shall remain effective and you
shall pay the applicable amount indicated up until (i) you cancel your recurring Subscription as set forth below in Section 16, or (ii) this Agreement is terminated by Stingray in accordance with this Agreement.

As mentioned above, the NatureVision Service accessed via the NatureVision Website offers you also the possibility to order NatureVision content in DVD format. All references to “DVD” or “DVDs” in this Agreement include standard definition and Blu-ray discs.

All Subscription and DVD prices displayed on the NatureVision Website are in US Dollars.

2. Use of the NatureVision Platform and the NatureVision Service on Other Devices

In addition to the devices that you own or control and on which you have downloaded the NatureVision Platform or with which you first used the NatureVision Platform downloaded, the NatureVision Service may also be accessible through other devices that you own or control, subject to the terms of use of the applicable Store (the "Store Terms and Conditions"), and provided that you can only access the NatureVision Service from one (1) device at a time. Although the NatureVision Service may be accessible through a device that you own or control, the NatureVision Platform may not have been designed for such device, and therefore the quality of the NatureVision Platform and the NatureVision Service may be altered and some features may not be available.

When using the NatureVision Service for the first time on any such other devices that you own or control, you will be required to download the NatureVision Platform on such device from the Store (or when applicable, to synchronize such device with your computer in accordance with the applicable Store Terms and Conditions). You will also be required to authenticate yourself by providing your account information or via any other authentication method provided by Stingray, if any. Once you have accessed the NatureVision Service through a device, such device may be automatically granted access to the NatureVision Service thereafter without the need to re-enter such information. If one of your devices is accessing the NatureVision Service while you are trying to access the NatureVision Service with another device, you will be asked to select the device through which you wish to access the NatureVision Service and the other active session will be automatically closed.

Any and all devices that you own or control shall be referred to hereafter as "Device(s)".

3. Eligibility

The NatureVision Service is only available for individuals aged 13 years or older. If you are 13 years old or older but have not reached the age of majority in the jurisdiction where you reside, please review this Agreement with your parent or guardian. By signing up for an account with the NatureVision Service or by using the NatureVision Service, you represent and warrant that you are aged 13 years or older, and that you agree to be bound by the terms and conditions of this Agreement. Any use of the NatureVision Service by an individual under 13 years old is unauthorized and unlicensed.
4. Account Data

You agree to provide complete and accurate information about you when signing up for an account with Stingray, or when signing up for an account with the Store or the third-party platform through which the NatureVision Platform and the NatureVision Service are made available to you, and at other points as may be required in the course of using the NatureVision Service and the NatureVision Platform, including when ordering DVDs via the NatureVision Website (“Account Data”). Should you enter inaccurate Account Data when submitting a DVD order and such order is shipped to an inaccurate address, Stingray shall have no obligation to re-send the order to your correct address.

5. Account Security

You agree to maintain the confidentiality and security of your Account Data, including but not limited to your password, identification and billing information if applicable. You are solely responsible for restricting access to your account and to your Devices. You also understand that by granting access to the NatureVision Service on a Device, any person accessing such Device will have access to your Account Data. You are entirely responsible for all activities that take place using your account and your Devices, and you agree to immediately notify Stingray of any unauthorized use of your account or any other breach of security.

6. DVD Orders

Once you have selected a DVD for purchase on the NatureVision Website, you may login with your existing Stingray account or proceed directly with your order without creating an account. To complete your order, you must enter your shipping and billing information and agree to have your payment processed by PayPal. Prices exclude VAT and shipping costs, which will be added to your order once your billing and shipping information have been entered.

DVD orders made via the NatureVision Website shall only be shipped once payment has been received in full by Stingray. Some DVDs may not be immediately available for delivery, due to circumstances beyond Stingray’s control. However, where possible, Stingray will advise you of any delays in shipping.

If the ordered DVDs are out of stock, Stingray will promptly notify you by email or phone, depending on the information you provided at the time of the order, and will reimburse your purchase, including any applicable shipping costs. The NatureVision Service will utilize the U.S. Postal Service to send you the DVDs purchased. The delivery times you encounter will vary based on a number of factors, including, but not limited to, the distance between Stingray’s offices from where the DVD was shipped to your delivery address, circumstances impacting delivery by the U.S. Postal Service and any unplanned downtime of Stingray’s computer systems.
If you order DVDs for delivery outside the US, they may be subject to import duties and taxes, which are levied when the delivery reaches the specified destination. You shall be solely responsible for payment of any such import duties and taxes. Stingray has no control over these charges and cannot predict their amount, nor be responsible for them.

Your orders are processed electronically. Stingray cannot make changes once an order has been placed. Once a DVD is ordered, you will receive an order confirmation by email with updated tracking information (if available) including an estimated date of delivery. Orders cannot be cancelled or changed through the NatureVision Website if the DVD has already been shipped. If you need to change or cancel an order before your order has been shipped, you can contact Stingray via the “Contact Us” section on the NatureVision Website.

DVDs are guaranteed to be without defect. If a DVD is found to be defective, or does not correspond to what was ordered, Stingray undertakes to refund it, including shipping costs, or exchange it at its sole discretion, within ten (10) days following your delivery, provided that such request is accompanied by the delivery notice or a copy of the order. If you would like to return a DVD for another reason, you may choose between a credit note or a refund. The exchange must take place within ten (10) days following your delivery. However, if the DVD shows no defect, the return will bear a ten percent (10%) administration fee and delivery charges will not be refundable.

Ownership of DVDs will only pass to you when Stingray receives full payment of all sums due in respect of the DVDs, including shipping costs. For the avoidance of doubt, Stingray shall remain the sole owner of any and all copyrights, trademarks and any other intellectual property rights in and to the DVDs. Nothing herein shall be construed as granting you any rights in and to such intellectual property rights.

7. Limited License

Stingray grants you a limited, non-exclusive, non-transferable, revocable license to use the NatureVision Platform via your Devices in accordance with the terms and conditions of this Agreement, including certain rules of conduct established by Stingray and/or its licensors (the “Rules of Conduct”) set forth in Section 8 of this Agreement, and as permitted by the usage rules set forth in the Store Terms and Conditions.

Provided that you are eligible for use of the NatureVision Service and that you have validly created an account with Stingray or the applicable third party, Stingray grants you also a limited, non-exclusive, non-transferable, revocable license to access and make personal use of the NatureVision Service and of the content available through the NatureVision Service on any Device via streaming or via the DVD(s) purchased, as applicable, in accordance with the terms and conditions of this Agreement, including the Rules of Conduct set forth in Section 8 below, and as permitted by the usage rules set forth in the Store Terms and Conditions, as applicable.
You acknowledge and agree that the content available through the NatureVision Service is licensed, not sold, to you, and you acknowledge that the streaming of content or your purchase of DVDs via the NatureVision Service shall not constitute a grant or waiver of any rights of the copyright owners in such content. You may not modify, copy or reproduce any and all portions of the NatureVision Platform or of the NatureVision Service, including the DVD(s), when applicable, in any form or by any means, and may not modify, rent, lease, loan, sell, distribute, exploit, or create derivative works based on the NatureVision Platform or the NatureVision Service, including the DVDs, in any manner. Any use of the NatureVision Platform, the NatureVision Service or the content available through the NatureVision Service, including as provided on the DVDs, when applicable, other than as specifically authorized herein is strictly prohibited and shall automatically terminate the license granted herein.

The terms of this Agreement will govern any upgrades provided by Stingray that replace and/or supplement the original NatureVision Platform and/or NatureVision Service, unless such upgrade is accompanied by a separate license agreement in which case the terms of that license agreement will govern.

8. Rules of Conduct

You acknowledge and agree to use the NatureVision Platform and the NatureVision Service, including the content available through the NatureVision Service, in compliance with the applicable Rules of Conduct:

(a) You agree to use the NatureVision Platform, the NatureVision Service and the content available through the NatureVision Service, including as provided on the DVDs, when applicable, for personal, non-commercial use only;

(b) You agree not to use the NatureVision Platform, the NatureVision Service and the content available through the NatureVision Service in any manner that could damage, disable, overburden or impair the NatureVision Platform, the NatureVision Service or the content available through the NatureVision Service;

(c) You agree not to use or assist another person to use any data mining, robots, scraping or similar data gathering or extraction methods;

(d) You agree not to sign up for an account on behalf of someone else or of any group or entity;

(e) You agree not to modify, copy or reproduce any and all portions of the NatureVision Platform, the NatureVision Service and/or the content available through the NatureVision Service, including as provided on the DVDs, when applicable, and not to use, sell, rent, transfer, license or otherwise provide anybody with the NatureVision Platform, the NatureVision Service and/or the content available through the NatureVision Service, including as provided on the DVDs, when applicable, except as provided herein;
(f) In the event that Stingray changes any part of the NatureVision Platform or the NatureVision Service or discontinues the NatureVision Platform or the NatureVision Service, which Stingray may do at its own discretion, you acknowledge that you may no longer be able to use the NatureVision Platform and the NatureVision Service or to use them to the same extent as prior to such change or discontinuation, and that Stingray shall have no liability to you in such case;

(g) You agree that the NatureVision Platform, the NatureVision Service and/or the content available through the NatureVision Service, including but not limited to, video recordings, audiovisual works and artwork, include a security framework using technology that protects digital information and/or limits your usage of the NatureVision Platform and the NatureVision Service. You agree not to violate or attempt to violate any security components. You agree not to attempt to, or assist another person to, reverse-engineer, decompile, disassemble, or otherwise tamper with any of the security components for any reason whatsoever;

(h) When applicable, you agree to comply with the Store Terms and Conditions and/or the terms and conditions of the third-party platform through which the NatureVision Platform and the NatureVision Service are made available to you; and

(i) You agree to comply with all applicable federal, provincial, state and local laws and regulations when using the NatureVision Platform, the NatureVision Service and the content available through the NatureVision Service.

Stingray reserves the right to modify the Rules of Conduct at any time without notice. Rules of Conduct may be controlled and monitored by Stingray for compliance purposes, and Stingray reserves the right to enforce the Rules of Conduct with or without notice to you.

9. Payment of Subscription Fees

You agree to pay Stingray or the Store, as applicable, the Subscription fees applicable to the Subscription Period you select for the NatureVision Service, plus any applicable taxes.

• Upon purchase of a recurring Subscription with Stingray, the applicable Subscription fees and taxes will be charged to your Stingray account on a recurrent basis, unless and until you cancel your Subscription by accessing your Stingray account and modifying the “Settings” for such account.

• Upon purchase of a recurring Subscription through a Store, the applicable Subscription fees and taxes will be charged to your account with such Store on a recurrent basis, unless and until you deactivate the auto-renewal option. In order to deactivate the auto-renewal option, you must access your account settings or must do as otherwise provided in the Store Terms and Conditions. Unless you turn off the auto-renewal option within the
timeframe required by the Store Terms and Conditions, your Subscription to the NatureVision Service will be renewed successively for the same Subscription Period and at the same price.

10. Content Availability and Prices

You acknowledge and agree that the extracts of video recordings that may be made available via the NatureVision Service are only to serve as an example of the content available on the NatureVision Service, including through DVDs, and that Stingray does not represent or guarantee that such video recordings are and/or will be made available in the NatureVision Service. The descriptions and information on the NatureVision Service, such as genres, categories, and the like, are provided for convenience only, and you acknowledge and agree that Stingray does not guarantee their accuracy.

Stingray reserves the right to change, suspend, remove, or disable access to any and all content available in the NatureVision Service and the pricing and the availability of any and all Subscriptions to the NatureVision Service or of any DVDs, at any time, without notice, subject to the provisions of Sections 14 and 16 below. Stingray shall not be liable for the removal of or disabling of access to any such product, material or content. For greater certainty, a modification to the pricing after your purchase will not affect such purchase.

11. Intellectual Property

You acknowledge, that as between Stingray and you, the NatureVision Platform, the NatureVision Service and all content available on or through such NatureVision Platform and NatureVision Service (including any content of purchased DVDs, when applicable), including, but not limited to, designs, text, graphics, logos, button icons, images, pictures, music, videos, recordings, footage, information, editorial content, data compilations, files selection and arrangement, programming, links, and software, trademarks and trade names, are the property of Stingray and/or its licensors, and are protected by applicable copyright laws and other intellectual property laws. You agree not to use such proprietary information or materials in any way except for use of the NatureVision Platform and the NatureVision Service, including the DVDs, when applicable, in accordance with the terms of this Agreement. You do not obtain any rights under this Agreement in any intellectual property.

12. Advertising, Third Party Material and Websites

Stingray may, at its sole discretion, insert advertising, sponsorship and promotion within the NatureVision Service, including but not limited to, pre-roll, mid-roll and/or post-roll advertisements, advertising banners, push notifications and links to third-party websites, as well as any other form of advertisement and promotion. In addition, you may access the NatureVision Service through websites or platforms operated by third parties. You acknowledge and agree that Stingray is not responsible for examining or evaluating the content or accuracy of any such third-party material or websites. Links to and material
from any third-party websites does not automatically imply approval or endorsement thereof by Stingray. Except as provided in its Privacy Policy, Stingray does not assume and will not have any liability or responsibility for any third-party material or websites, or for any other material, products or services of third parties. You also agree and acknowledge that you may be subject to other terms and conditions from third parties when you use such third parties’ material, products, services, software, websites or portals, including but not limited to, the Store Terms and Conditions, and that the present Agreement may no longer apply.

13. Copyright Claims

Stingray obeys all relevant copyright laws and will review all claims of copyright infringement received and remove content deemed to have been posted or distributed in violation of any such laws. To make a claim, please provide Stingray with the following:

(1) A physical or electronic signature of the copyright owner or the person authorized to act on its behalf;
(2) A description of the copyrighted work claimed to have been infringed;
(3) A description of the infringing material and information reasonably sufficient to permit Stingray to locate the material;
(4) Your contact information, including your address, telephone number, and email;
(5) A statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
(6) A statement that the information in the notification is accurate, and, under the pains and penalties of perjury, that you are authorized to act on behalf of the copyright owner.

Claims can be sent to copyright@stingray.com or Copyright Claims, Stingray Music USA Inc., c/o Stingray Digital Group Inc., 730 Wellington Street, Montreal, Quebec, Canada H3C 1T4.


Stingray shall have the right, at its sole discretion, to modify, suspend, remove, discontinue or disable access to the NatureVision Platform and/or the NatureVision Service (or any part, feature or content thereof, including the offering, when applicable, of any DVDs) at any time and for whatever reason, without notice. Stingray shall not be liable to you or to any third party for exercising such rights.

In the event that you are unable to use the NatureVision Service as a result of Stingray's exercise of the above-mentioned rights, any request for refunds shall be made to Stingray, the Store or the third-party platform through which the NatureVision Platform and the NatureVision Service were made available to you, as applicable, in accordance
with this Agreement, the Store Terms and Conditions or the terms and conditions of the relevant third-party platform, as applicable.

15. Term

The term of this Agreement shall begin when you accept this Agreement or otherwise use the NatureVision Platform and the NatureVision Service (including to order DVDs, when applicable) and shall end when terminated by you or Stingray in accordance with the provisions of this Agreement (the “Term”). Provisions 10, 11, 12, 13, 15 (last sentence), 18, 21, 22 and 23 of this Agreement shall survive the termination of this Agreement, so as any other provisions, if any, which by their meaning are intended to survive such expiration or termination.

16. Termination of Subscriptions

No cancellation of any Subscription to the NatureVision Service is allowed during the Subscription Period and no refund of any such Subscription will be made, except as provided in Section 14 or as otherwise provided by the applicable laws.

If you ordered a recurring Subscription and you have cancelled your Subscription or deactivated the auto-renewal option as provided in Section 9, this Agreement shall automatically terminate upon the expiration of your current Subscription Period.

17. Termination by Stingray and Other Remedies

If you fail to comply with any of the provisions of this Agreement, including, but not limited to, failure to make payment of the fees due to Stingray, the Store or the third-party platform through which the NatureVision Platform and the NatureVision Service were made available to you, as applicable, failure to provide accurate and complete Account Data, violation of the Rules of Conduct, or infringement or other violation of third parties’ rights, Stingray, at its sole discretion, without prior notice to you, may (i) terminate this Agreement and/or deactivate your right to use the NatureVision Service and/or your account; or (ii) preclude access to the NatureVision Service (or any part or feature thereof). Upon termination of this Agreement, you shall cease all use of the NatureVision Platform and of the NatureVision Service and destroy any and all copies of the NatureVision Platform on your Devices, when applicable.

You acknowledge and agree that the termination of your account by the Store or the third-party platform through which the NatureVision Service is made available to you, when applicable, or the withdrawal of the NatureVision Service by the Store or the third-party platform, when applicable, at any time and for whatever reason, will automatically
terminate this Agreement and your access to the NatureVision Platform and the NatureVision Service, without any liability whatsoever on the part of Stingray.

18. Consent to Use of Your Information

You agree that Stingray may collect, hold, use and divulge the information that you knowingly choose to disclose and enter on the NatureVision Service or that you otherwise give to Stingray and that can be used to identify you, such as your Account Data, location, and mobile and/or computer device information (the “Information”) for the purposes indicated in Stingray’s Privacy Policy.

You also agree that Stingray has the right, without liability to you, to disclose any Information to law enforcement authorities, government officials, and/or a third party, as Stingray believes is reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement or as provided by Stingray’s Privacy Policy.

Stingray will retain your Information only for as long as necessary to fulfill the purposes for which it was collected, or as required for Stingray’s legitimate interests, or to comply with applicable legal, tax or regulatory requirements. After such time, any Information you have provided to Stingray will be destroyed, deleted or made anonymous.

19. Privacy Policy

Your use of the NatureVision Platform and of the NatureVision Service is subject to Stingray’s Privacy Policy, which is expressly made a part of this Agreement. Please review Stingray’s Privacy Policy available on the NatureVision Platform and/or on www.stingray.com.

20. YOUR REPRESENTATIONS AND WARRANTIES

You represent and warrant that (i) your Account Data is complete and accurate; (ii) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (iii) you are not listed on any U.S. Government list of prohibited or restricted parties.

21. DISCLAIMERS

You expressly acknowledge and agree that your use of the NatureVision Platform and the NatureVision Service is at your sole risk and that Stingray makes no guarantee, representation or warranty that the operation of the NatureVision Platform and the NatureVision Service or your use of the NatureVision Platform and the NatureVision Service, including all and any of its features, will be uninterrupted or error-free. You also agree that the NatureVision Platform and the NatureVision Service may be temporarily unavailable from time to time for maintenance, technical problems or other reasons. Stingray may remove the NatureVision Platform and the NatureVision Service for indefinite periods of time or may disable access to the NatureVision Platform and the
NatureVision Service at any time, without notice to you and without liability, subject to Section 14 above.

The NatureVision Platform, the NatureVision Service, and all information, content and materials made available to you through the NatureVision Platform and the NatureVision Service, are provided by Stingray “as is” and “as available” and without warranty of any kind. Stingray disclaims any and all warranties and representations with respect to the NatureVision Platform and the NatureVision Service, and the information, content and materials available on or through the NatureVision Platform and the NatureVision Service, including, but not limited to, the quality of the content, and all expressed or implied warranties of merchantability, non-infringement and fitness for a particular purpose are hereby specifically disclaimed and excluded, except for the warranty applicable to any purchased DVDs as set out in Section 6 above. Some jurisdictions do not allow the exclusion of implied warranties or limitations on applicable statutory rights of consumers, so the above exclusion and limitations may not apply to you.

You acknowledge that the use of the NatureVision Service or of some of its features may require the use of other hardware and software products and that such hardware and software is your responsibility. Stingray makes no guarantee, representation or warranty that any particular device or other hardware will be compatible with the NatureVision Service and any other technology used by Stingray to distribute the NatureVision Service. It is your sole responsibility to ensure that your system(s) and/or Devices will function correctly with the NatureVision Service's technology. Stingray shall not be liable to you or to any third party for any loss or damages to your computers, internet modems, Devices, or other hardware. Stingray makes no guarantee, representation or warranty that the NatureVision Platform and the NatureVision Service will be free from loss, corruption, attack, viruses, interference, hacking, or other security intrusion, and Stingray disclaims any liability relating thereto. You are solely responsible for backing up your own system.

It is your responsibility to pay any Internet access and/or bandwidth fees necessary to use the NatureVision Service. You expressly acknowledge and agree that watching content via the NatureVision Service may count toward your monthly Internet data allowance.

22. Indemnification

You agree to indemnify and hold Stingray, its affiliates and subsidiaries, and their respective directors, officers, employees, agents, representatives, contractors and licensors, harmless from and against any claim, loss, liability, damages, costs and expenses arising out of or in connection with (a) your breach of this Agreement; (b) any violation by you of any law or rights of a third party; or (c) any action taken by Stingray as part of its investigation of a suspected violation of this Agreement or as a result of its finding or decision that a violation of this Agreement has occurred.

23. LIMITATION ON LIABILITY
STINGRAY, ITS AFFILIATES, SUBSIDIARIES AND RELATED ENTITIES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS AND LICENSORS, WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR PERSONAL INJURY OR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING FROM YOUR USE OR INABILITY TO USE THE NATUREVISION PLATFORM AND/OR THE NATUREVISION SERVICE OR ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS MADE AVAILABLE TO YOU THROUGH THE NATUREVISION PLATFORM AND THE NATUREVISION SERVICE, EVEN IF ADVISED OF THEIR POSSIBILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY REGARDLESS OF THE CAUSE OF ACTION. STINGRAY’S AGGREGATE LIABILITY TO YOU ARISING WITH RESPECT TO THIS AGREEMENT, THE NATUREVISION PLATFORM AND THE NATUREVISION SERVICE WILL NOT EXCEED THE TOTAL AMOUNT PAID BY YOU FOR THE NATUREVISION PLATFORM AND THE NATUREVISION SERVICE. SOME JURISDICTIONS DO NOT ALLOW SUCH LIMITATION ON LIABILITY, SO THIS LIMITATION MAY NOT APPLY TO YOU.

24. Entire Agreement

This Agreement, including Stingray’s Privacy Policy, constitutes the entire understanding between you and Stingray with respect to your use of the NatureVision Platform and the NatureVision Service, supersedes any prior agreements between you and Stingray, and governs your use of the NatureVision Platform and the NatureVision Service.

25. Assignment

You may not assign this Agreement without Stingray’s prior written consent. Stingray may assign this Agreement at any time without prior notice to you.

26. Severability

If any provision of this Agreement is held by any court of competent jurisdiction to be illegal or unenforceable under applicable law, such provision shall be excluded from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect.

27. Waiver

The failure by Stingray to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of its right to subsequently exercise or enforce such right or provision or any other provision of this Agreement.

28. Changes to this Agreement
Stingray may change, revise, update or otherwise modify any of the terms and conditions contained in this Agreement, at any time and in its sole discretion. You acknowledge and agree that Stingray may impose new or additional rules, policies, terms or conditions on your use of the NatureVision Platform and of the NatureVision Service at any time. You hereby agree that a change notice sent to you by email or the posting on the NatureVision Service of a change notice or of a modified agreement is considered sufficient notice. All such changes shall take effect immediately. Your continued use of the NatureVision Platform and of the NatureVision Service after such changes shall be deemed to constitute your acceptance of any and all such changes. If you do not agree to abide by these new terms, do not continue to use the NatureVision Platform and the NatureVision Service. It is your responsibility to regularly check the NatureVision Service to determine if there have been changes to these terms and to review such changes.

29. Notices

All notices relating to this Agreement may be sent to you by email (effective upon actual receipt).

30. Submissions, Complaints and Customer Support

Any questions, comments, suggestions, ideas, feedback, complaints or other information you may have about the NatureVision Platform or the NatureVision Service should be directed to Stingray through the “Contact Us” section or link displayed on the NatureVision Platform or the NatureVision Website located at https://www.naturevisiontv.com/, or by mail to Customer Support, Stingray Music USA Inc., c/o Stingray Digital Group Inc., 730 Wellington Street, Montreal, Quebec, Canada H3C 1T4, tel: 1-514-664-1244.

31. Third Party Beneficiary

With respect to users who access the NatureVision Service via a third-party platform, including but not limited to, a Store, such third-party platform is a third party beneficiary of this Agreement, and upon your acceptance of the terms and conditions of this Agreement, the third-party platform will have the right and will be deemed to have accepted the right to enforce this Agreement against you as a third-party beneficiary thereof.

32. Electronic Communications

YOUR ACCEPTANCE OF THIS AGREEMENT MEANS THAT YOU CONSENT TO RECEIVE COMMUNICATIONS FROM STINGRAY ELECTRONICALLY. AS A USER OF THE NATUREVISION PLATFORM AND THE NATUREVISION SERVICE, STINGRAY MAY FROM TIME TO TIME SEND YOU EMAIL UPDATES OR OTHER INFORMATION REGARDING THE NATUREVISION PLATFORM AND THE NATUREVISION SERVICE. YOU AGREE THAT ALL THESE EMAIL UPDATES AND OTHER COMMUNICATIONS THAT STINGRAY PROVIDES TO YOU ELECTRONICALLY SATISFY ANY LEGAL REQUIREMENT THAT SUCH COMMUNICATIONS BE IN WRITING.
33. Language

It is the express wish of the parties that this document and all related documents, including notices and other communications, be drawn up in the English language only.

Il est la volonté expresse des parties que ce document et tous les documents s’y rattachant, y compris les avis et les autres communications, soient rédigés et signés en anglais seulement.

Es el deseo expreso de las partes que este documento y todos los documentos relacionados, incluidos los avisos y otras comunicaciones, se redacten únicamente en inglés.

É o desejo expresso das partes que este documento e todos os documentos relacionados, incluindo avisos e outras comunicações, sejam elaborados apenas na língua inglesa.

È espressamente richiesto, che questo documento e tutti documenti correlati, comprese le comunicazioni e le altre comunicazioni, siano redatti esclusivamente in la lingua inglese.

Es ist der ausdrückliche Wunsch der Parteien, dass dieses Dokument und alle zugehörigen Dokumente, einschließlich Mitteilungen und sonstige Benachrichtigungen, nur in englischer Sprache verfasst werden.

Het is de uitdrukkelijke wens van de partijen dat dit document en alle bijbehorende documenten, waaronder mededelingen en andere communicatie, alleen in het Engels zijn opgesteld.

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