

Real Choice TV
Internet Protocol Television (IPTV)

Customer Agreement and Terms of Service and Authorized Use

We are here to answer any questions you may have and to provide you with technical and other customer support. You may contact us 24/7/365 at:

Phone: 844-565-6488

Email: support@realchoice.tv

Website: www.realchoice.tv

For purposes of this IPTV Customer Agreement (the "Agreement") and any customer agreement(s) applicable to any promotion(s) or plan(s) under which you are receiving services and/or equipment from Real Choice TV (each, a "Promotion Agreement"): (i) "you" and "your" refer to you, the Real Choice TV subscriber; and (ii) "Real Choice TV", "Real Choice TV Network," "we," "us" or "our" refer to Real Choice TV L.L.C. or, where applicable under the particular circumstances, third-party billing agents.

QUALIFYING CARD AUTHORIZATION

By agreeing to these terms and conditions, you authorize Real Choice TV to charge and/or place a hold with respect to all amounts, including, without limitation, programming charges, taxes and fees, or any portion thereof, that you owe at any time and from time to time under this Agreement (collectively, the "Authorized Amounts") to the credit card or debit/check card that you initially provided to Real Choice TV (the "Qualifying Card") until such Authorized Amounts are paid in full. You agree that the issuer of the Qualifying Card may accept this Agreement as your authorization and may pay the Authorized Amounts without Real Choice TV's submitting a signed receipt.

THIS AGREEMENT, TOGETHER WITH ANY APPLICABLE PROMOTION AGREEMENT, SETS FORTH THE TERMS AND CONDITIONS UNDER WHICH Real Choice TV WILL PROVIDE ITS IPTV SERVICES AND ASSOCIATED EQUIPMENT (IF APPLICABLE) TO YOU. THIS AGREEMENT IS EFFECTIVE UNTIL WE CHANGE OR REPLACE IT. IF YOU ARE A NEW Real Choice TV IPTV CUSTOMER, YOUR ACTIVATION OF A Real Choice TV IPTV ACCOUNT AND RECEIPT OF Real Choice TV IPTV SERVICES OR ASSOCIATED EQUIPMENT SHALL CONSTITUTE YOUR ACCEPTANCE OF THIS AGREEMENT. IF YOU ARE AN EXISTING Real Choice TV IPTV CUSTOMER, YOUR CONTINUED RECEIPT OF Real Choice TV IPTV SERVICES OR EQUIPMENT FOLLOWING A CHANGE TO OR REPLACEMENT OF THIS AGREEMENT CONSTITUTES YOUR ACCEPTANCE OF SUCH CHANGED OR REPLACED AGREEMENT. IF YOU ARE AN EXISTING Real Choice TV IPTV CUSTOMER AND DO NOT WISH TO ACCEPT ANY CHANGED OR REPLACED AGREEMENT, YOU MUST NOTIFY US IMMEDIATELY AND WE WILL, AT OUR OPTION, EITHER CANCEL YOUR SERVICE OR ALLOW YOU TO CONTINUE TO RECEIVE YOUR SERVICES UNDER THE PREVIOUS VERSION OF THIS AGREEMENT.

1. THE Real Choice TV IPTV SERVICE

- 1.1. Real Choice TV IPTV Services Defined. "Services" shall mean all video, audio, data, interactive and other programming services and all other services delivered via IPTV that are currently available from Real Choice TV under the Real Choice TV brand name (whether subscription, pay-per-view or otherwise), and that we may provide to customers in the future, including without limitation any and all software, features and/or functionality related to and/or made available through the video, audio, data, interactive and other programming services and/or the IPTV Equipment.

- 1.2. **Minimum Programming Levels.** Real Choice TV reserves the right to require and/or change minimum programming requirements at any time. For example, and without limitation, Real Choice TV may require a minimum commitment term and Real Choice TV may require you to subscribe to certain programming packages in order to receive additional Services.
- 1.3. **Programming Restrictions.** Certain Services, including without limitation, some subscription Services, sporting events and broadcast network Services, may be blacked out in your viewing area; if you circumvent or attempt to circumvent any of these blackouts, you may be subject to legal action. Without limitation to the restrictions set forth in Section 1.E. below, if the location at which you are receiving Services is a wagering location, you are not eligible to receive certain channels. You must be at least 18 years of age, or the applicable age of majority where you reside, to order or receive adult-oriented programming services.
- 1.4. **Changing Your Programming Selection.** Unless otherwise specified in this Agreement or any applicable Promotion Agreement(s), you may, subject to all terms and conditions of this Agreement, change your programming selection at any time by notifying us.
- 1.5. **Private Home Viewing Only.** Real Choice TV provides Services to you solely for viewing, use and enjoyment in your private home. You agree that no Services provided to you will be used or viewed in areas open to the public, commercial establishments or other residential locations (unless otherwise agreed to). Services may not be rebroadcast or performed, and admission may not be charged for listening to, using or viewing any Services. If your Services are used or viewed in an area open to the public, a commercial establishment or another residential location, we may disconnect your Services and, in addition to all other applicable fees, you must pay us the difference between the price actually paid for Services and the full applicable rate for such Services, regardless of whether we have the right to distribute such Services in such other location.
- 1.6. **Simultaneous Streaming.** Residential single family dwelling subscribers may view on 3 TV's. MDU/Bulk properties subscribers will be able to view on the number of TV's agreed to. For additional fees, you can add additional TV's using your account username and password ("Concurrent Usage"). Concurrent Usage is strictly limited to members of your household and IPTV receivers or other broadband-connected devices used by members of your household. In no event may you share your account username and password with anyone other than members of your household or otherwise permit anyone other than members of your household to stream to an IPTV receiver or other broadband-connected device using your account username and password. You are solely responsible for ensuring compliance with the terms set forth in this Section 1.F. In the event that Real Choice TV believes that you have violated any of the terms set forth in this Section 1.F., then Real Choice TV may, without limitation to any other rights or remedies available to Real Choice TV at law, in equity, under this Agreement or otherwise (all of which are hereby expressly reserved), immediately and without notice suspend or disconnect your Services in whole or in part, including without limitation, all features and/or functionality that allow for Concurrent Usage. Real Choice TV may, at any time and from time to time, limit the total number of IPTV receivers or other broadband-connected devices to which you may simultaneously stream.
- 1.7. **Real Choice TV may provide the ability to record live TV content to your cloud DVR.** Storage limits for recording may vary and are applied per account, inclusive of all profiles. If you schedule to record live TV content that will exceed available storage space, we will make room for the newer recordings by automatically deleting older recordings. Current recordings are retained in your DVR storage for 30 days. If your subscription to our service is cancelled or suspended, you may lose access to previously made recordings, even if your subscription resumes or is reinstated. Unfortunately, Real Choice TV is unable to guarantee error-free recording, storage, or playback. You may only use your cloud DVR to the extent permissible under copyright and other applicable laws.

- 1.8. Changes in Services Offered. We may add, delete, rearrange, alter, interrupt, change and/or eliminate any and all programming, programming packages and/or other Services that we offer, as well as the prices and fees related to such programming, programming packages and/or other Services that we offer, at any time and from time to time, including without limitation during any term commitment period to which you have agreed. In the event that we add, delete, rearrange, alter, interrupt change and/or eliminate any programming, programming packages and/or other Services that we offer, we have no obligation to replace or supplement such programming, programming packages and/or other Services that we offer. You are not entitled to any refund or refund because we add, delete, rearrange, alter, interrupt, change and/or eliminate any programming, programming packages and/or other Services that we offer. You expressly acknowledge and agree that additions, deletions, rearrangements, alterations, interruptions, changes and/or eliminations to any programming, programming packages and/or other Services that we offer that arise in connection with the termination or suspension of Real Choice TV's access to all or any portion of any programming, programming packages and/or other Services that we offer is not a discretionary act by Real Choice TV.
- 1.9. Promotional Offers and Items. If a third party, such as an independent Real Choice TV retailer, equipment provider (including without limitation Roku, Inc.), integrator or private cable operator, offered you a promotional offer or item in connection with your subscription to the Services, such third party is wholly responsible for fulfilling such promotional offer or providing such promotional item, and Real Choice TV is not in any way responsible for such fulfillment.

2. BILLING POLICIES; PAYMENTS FOR SERVICES

- 2.1. Payments. You agree to pay all amounts billed for Services, as well as all taxes, fees and other charges, if any, that are now or may in the future be assessed in connection with any Services you receive from us, and any other charges due and owing to us. State and local taxes or reimbursement charges for gross earnings taxes imposed on satellite providers for transmission of programming in some states may apply. We will bill you monthly in advance for your Services.
- 2.2. Billing Policies. Your bills will show the total amount due, the payment due date, payments, credits, purchases and other charges to your account. Billing for new accounts will begin prior to the commencement of your actual use of Service. All payments must be remitted by credit card. You must make your payment regardless of whether you receive a bill. Real Choice TV does not extend credit to our customers, and if payment is not made, service will be disconnected. Certain fees and charges may apply in certain circumstances to your payment for the Services.
- 2.3. Fees. You agree to pay any and all amounts due for your Services and any other amounts due under this Agreement or any applicable Promotion Agreement. Real Choice TV may change fees, increase or decrease fees, or impose additional fees at any time and from time to time upon notice to you. Discounts on certain monthly fees may be available from time to time if you subscribe to certain programming packages and/or use certain IPTV Equipment (as defined in Section 4.A., below). Additional fees may apply (to Real Choice TV and/or to third party equipment providers) for non-standard installations or if you upgrade your IPTV Equipment after installation.
- 2.4. Restarting your Services. If you do not make timely payment for your Services, we may disconnect your Services, and in such event we will be wholly relieved from any and all of

our duties and obligations under this Agreement. If your Services are disconnected for non-payment, you may restart service by simply paying your first month in advance.

- 2.5. Billing Agent Payments. Different or other payment and billing terms, conditions, options and fees may apply when billing is provided through a third-party billing agent.

3. CANCELLATION OF SERVICE

- 3.1. Continuation of Services. Your subscription to Services will automatically renew on a month to month basis until you cancel your Services or we otherwise disconnect your Services, in each case as provided herein.
- 3.2. Cancellation Policies. You may cancel your Services for any reason at any time by notifying us at the phone number, e-mail address or mailing address set forth at the top of this Agreement. Any cancellation will be effective no sooner than the date the notice thereof is actually received by Real Choice TV.
- 3.3. Disconnection of Services. In addition to all other rights that Real Choice TV may have to disconnect your Services, Real Choice TV may disconnect your Services at any time without notifying you if: (i) you fail to pay for any such Services in advance; (ii) we receive confirmation that you have received Services, or any part of the Services, without paying for them; (iii) you otherwise violate the terms and conditions of this Agreement; (iv) you assign or attempt to assign any of your rights, duties or obligations under this Agreement or any applicable Promotion Agreement; (v) you are receiving Services through a third-party billing agent and become ineligible to receive applicable services provided by such third-party billing agent; (vi) you are receiving Services through equipment provided by or purchased from a third-party equipment provider and become ineligible to receive applicable services provided by such third-party equipment provider.
- 3.4. No Credits or Refunds. If your Services are cancelled or disconnected for any reason, you still must pay all outstanding balances accrued, including without limitation, any applicable fees. Charges for Services, once charged to your account, are non-refundable, and no refunds or credits will be provided in connection with the cancellation of Services. Without limitation to the foregoing, Real Choice TV will not issue refunds or credits for partially used Services and/or periods. If you received a discounted price due to a promotion, and you cancel prior to any applicable expiration of that promotion, you are not entitled to any refund or credit for the unused portions of such discounted price.

4. EQUIPMENT

- 4.1. Equipment. In order to receive Services, you must purchase certain reception equipment consisting primarily of a Roku IPTV receiver and remote control and/or other IPTV receiver and/or other broadband-connected device and/or other equipment specified by Real Choice TV (collectively, "IPTV Equipment"). Real Choice TV may, at any time and from time to time, limit the total number of IPTV receivers or other broadband-connected devices that are permitted per account. You must obtain such IPTV Equipment from a third party at your sole cost and expense, and Real Choice TV is not responsible or liable for such IPTV Equipment, including without limitation, its speed, connectivity, buffering, performance, failure or security and/or for the cost of IPTV Equipment (or for any refund relating thereto) in any event, including without limitation the expiration or termination of this Agreement for any reason or no reason. IPTV Equipment is manufactured and sold by entities other than Real Choice TV. THEREFORE, WE DO NOT TAKE RESPONSIBILITY FOR OR

OTHERWISE WARRANT THE PERFORMANCE OF IPTV EQUIPMENT, INCLUDING WITHOUT LIMITATION ITS CONTINUING COMPATIBILITY WITH OUR SERVICE. By using the Services, you agree to look solely to the entity that manufactured and/or sold the IPTV Equipment to you for any issues relating to the IPTV Equipment and its compatibility with the Service.

- 4.2. **Broadband Connection.** You must continuously connect each IPTV receiver or other broadband connected device on your account to a broadband network with a minimum bandwidth of 10Mb per second in order to receive the Services. You must obtain such broadband connection from a Real Choice TV Marketing Partner ISP at your sole cost and expense, and Real Choice TV is not responsible or liable for such broadband connection, including without limitation, its speed, connectivity, buffering, performance, failure or security. Real Choice TV's IPTV solution will only be provided through Marketing Partner ISPs to whom we are peering. Real Choice TV is not available Over The Top (OTT) of the public internet. Therefore, if your internet connection goes down, Real Choice TV will not be available to view and Real Choice TV is not responsible for the performance nor uptime of said internet connection.
- 4.3. **Equipment Alterations.** In addition to all other rights that Real Choice TV may have to add, delete, rearrange, alter, interrupt, change and/or eliminate your Services (including without limitation, the rights set forth in Section 1.G.) Real Choice TV may, through periodic downloads or other means, add, delete, rearrange, alter, change, interrupt and/or eliminate the software, features and/or functionality in your IPTV Equipment at any time and from time to time, including without limitation during any term commitment period to which you have agreed, for any reason. Real Choice TV will use commercially reasonable efforts to schedule these downloads to minimize interference with or interruption to your programming but shall have no liability to you for any interruptions to any programming, programming packages and/or other Services that we offer arising out of or related to such downloads. Real Choice TV may from time-to-time cease supporting one or more IPTV receiver models or other broadband-connected devices. You are not entitled to any credit or refund because we add, delete, rearrange, alter, interrupt, change and/or eliminate any software, features and/or functionality of your IPTV Equipment or in connection with any other action permitted by this Section.
- 4.4. **Proprietary Components and Software.** You agree that you will not try to reverse-engineer, decompile or disassemble, nor will you tamper with or modify, any software or hardware (i) contained within any IPTV Equipment, or (ii) provided to you by Real Choice TV. Such actions are strictly prohibited and may result in the termination of this Agreement, disconnection of your Services and/or legal action.

5. TRANSFER OF ACCOUNT, SERVICES OR EQUIPMENT

Real Choice TV may sell, assign, or transfer your account to a third party without notifying you.

6. LIMITATION OF OUR LIABILITY

- 6.1. **INTERRUPTIONS AND DELAYS.** NEITHER WE NOR OUR THIRD-PARTY BILLING AGENTS OR EQUIPMENT PROVIDERS, NOR ANY OF OUR OR THEIR AFFILIATES, WILL BE LIABLE FOR ANY ADDITION, DELETION, REARRANGEMENT, ALTERATION, INTERRUPTION, CHANGE AND/OR ELIMINATION IN ANY SERVICE OR FOR ANY DELAY, FOR THE AVOIDANCE OF DOUBT INCLUDING WITHOUT LIMITATION: (i) IF SUCH ADDITION, DELETION, REARRANGEMENT, ALTERATION, INTERRUPTION,

CHANGE AND/OR ELIMINATION OR DELAY ARISES IN CONNECTION WITH THE TERMINATION OR SUSPENSION OF Real Choice TV'S ACCESS TO ALL OR ANY PORTION OF SERVICES FOR ANY REASON; (ii) THE RELOCATION OF ALL OR ANY PORTION OF THE SERVICES TO DIFFERENT SERVER(S); (iii) AN ADDITION, DELETION, REARRANGEMENT, ALTERATION, INTERRUPTION, CHANGE AND/OR ELIMINATION IN THE FEATURES AND/OR FUNCTIONALITY AVAILABLE WITH YOUR EQUIPMENT; (iv) ANY SOFTWARE OR OTHER DOWNLOADS INITIATED BY US; (v) ISSUES RESULTING FROM YOUR BROADBAND CONNECTION, INCLUDING WITHOUT LIMITATION, LACK OF SUFFICIENT BANDWIDTH; OR (vi) ANY ACTS OF GOD, FIRES, EARTHQUAKES, FLOODS, POWER OR TECHNICAL FAILURE, SERVER OR INTERNET FAILURE, ACTS OF ANY GOVERNMENTAL BODY OR ANY OTHER CAUSE BEYOND OUR REASONABLE CONTROL.

- 6.2. ALTERATIONS TO EQUIPMENT. NONE OF Real Choice TV, OUR THIRD-PARTY BILLING AGENTS OR EQUIPMENT PROVIDERS OR ANY OF OUR OR THEIR AFFILIATES, WILL BE LIABLE FOR ANY ADDITION, DELETION, REARRANGEMENT, ALTERATION, INTERRUPTION, CHANGE AND/OR ELIMINATION OF OR TO ANY EQUIPMENT, FOR THE AVOIDANCE OF DOUBT INCLUDING WITHOUT LIMITATION, REMOVING OR DISABLING SOFTWARE, FEATURES AND/OR FUNCTIONALITY.
- 6.3. NO WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY BY APPLICABLE STATE LAW, NEITHER WE NOR OUR THIRD-PARTY BILLING AGENTS OR EQUIPMENT PROVIDERS, NOR ANY OF OUR OR THEIR AFFILIATES, MAKE ANY WARRANTY, EITHER EXPRESSED OR IMPLIED, REGARDING YOUR IPTV EQUIPMENT OR ANY OTHER EQUIPMENT OR ANY SERVICES FURNISHED TO YOU. ALL SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED.
- 6.4. CONTENT RESTRICTIONS. IT IS YOUR RESPONSIBILITY TO IMPOSE ANY PROGRAMMING, INTERNET OR OTHER CONTENT RESTRICTIONS ON YOURSELF, MEMBERS OF YOUR FAMILY AND HOUSEHOLD, AND GUESTS, AS YOU DEEM APPROPRIATE. NONE OF Real Choice TV, OUR THIRD-PARTY BILLING AGENTS OR EQUIPMENT PROVIDERS OR OUR AND THEIR AFFILIATES WILL BE LIABLE TO ANYONE DUE TO, OR BASED UPON, ANY CONTENT (INCLUDING WITHOUT LIMITATION, ANY INACCURACIES, ERRORS IN, OR OMISSIONS FROM SUCH CONTENT): (i) CONTAINED IN ANY OF THE SERVICES FURNISHED TO YOU; OR (ii) ACCESSED USING THE SERVICES OR EQUIPMENT FURNISHED TO YOU.
- 6.5. DAMAGES LIMITATION. NEITHER WE NOR OUR THIRD-PARTY BILLING AGENTS OR EQUIPMENT PROVIDERS, NOR ANY OF OUR OR THEIR AFFILIATES, SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO: (i) IPTV EQUIPMENT OR ANY OTHER EQUIPMENT; (ii) OUR FURNISHING OR FAILURE TO FURNISH ANY SERVICES OR EQUIPMENT TO YOU; OR (iii) ANY FAULT, FAILURE, DEFICIENCY OR DEFECT IN SERVICES OR EQUIPMENT FURNISHED TO YOU.

7. WARNING AGAINST PIRACY AND INFRINGEMENT

- 7.1. Piracy. Receiving any portion of the Services without paying for them and/or any direct or indirect act or attempted act to engage or assist in any unauthorized interception or reception of any portion of the Services is a violation of various U.S. federal and state laws

and of this Agreement. The penalties for violating such laws can include imprisonment and civil damage awards of up to \$110,000 per violation.

- 7.2. Infringement. Section 605(e)4 of Title 47 of the United States Code makes it a federal crime to modify IPTV Equipment to receive encrypted (scrambled) television programming without payment of required subscriptions. Conviction can result in a fine of up to \$500,000 and imprisonment for five years, or both. Any person who procures IPTV Equipment that has been so modified is an accessory to that offense and may be punished in the same manner. Investigative authority for violations lies with the Federal Bureau of Investigation. The IPTV Equipment may incorporate copyright protection technology that is protected by U.S. patents and other intellectual property rights. Use of such copyright protection technology must be authorized by Real Choice TV or its suppliers or licensors and is intended for home and other limited pay-per-view uses only, unless otherwise authorized by Real Choice TV or its suppliers or licensors. Reverse engineering or disassembly is prohibited.

8. GENERAL.

- 8.1. Notice. Any notice required or permitted to be given by us under this Agreement may be provided by mail, on your bill, as a bill insert, via broadcast on a television channel, through publication on the website set forth at the top of this Agreement, by telephone, by e-mail or by any other reasonable means. If we send you notice by mail, on your bill or as a bill insert, it will be considered given the day after it is deposited in the U.S. mail (or upon sending to your then-current e-mail address in our IPTV records), addressed to you at your then-current billing (or email) address in our IPTV records. If we send you notice via broadcast on a television channel or through publication on the website set forth at the top of this Agreement, it will be considered given when first broadcast or published. If we send you notice by telephone, it will be considered given when personally delivered to you or when left as a message at your then-current phone number in our IPTV records. If we send you notice by e-mail it will be considered given upon sending to your then-current e-mail address in our IPTV records. For clarity (and without limitation of any of the foregoing), our IPTV records are separate and apart from records maintained with respect to accounts for products and services offered by Real Choice TV other than Real Choice TV IPTV services (an "Other Real Choice TV Account"); accordingly, we shall have no obligation whatsoever at any time to determine whether you have an Other Real Choice TV Account or to provide you with notice under this Agreement at any address or by any means that may be applicable to such Other Real Choice TV Account. Unless otherwise specified in this Agreement, any notice required or permitted to be given by you under this Agreement shall be in writing and shall be sent by first-class mail addressed to us at the mailing address set forth at the top of this Agreement and shall be deemed given when received by us at such mailing address.
- 8.2. Age; Physical Address/Change of Address. You must be at least 18 years of age to enter into this Agreement. When setting up your Real Choice TV IPTV account, you must provide us with complete and correct personal information related to your account, including your email address, the physical address where your IPTV Equipment will be located, and your Services will be provided. A post office box does not meet this requirement. You must give us immediate notice of any change of name, your email address, mailing address, telephone number, or physical address where your IPTV Equipment is located. You may do this by notifying our customer service center by telephone or in writing at the phone number, mailing address, or e-mail address set forth at the top of this Agreement.
- 8.3. Online Account Information. You are responsible for maintaining the confidentiality of your account username and password of your online account and for all activities that occur

under your account username and/or password. You must: (i) keep your account username and password confidential and, except as explicitly provided in Section 1.F. of this Agreement, not share them with anyone else; and (ii) immediately notify us of any unauthorized use of your password and/or account username or other breach of security.

- 8.4. **Third-Party Billing Agents.** We may enter into relationships with third parties to provide billing and other services on our behalf, in which case the terms and conditions of this Agreement shall apply to such third parties as applicable under the circumstances. Additional terms and conditions imposed by our third-party billing agents may apply. For example and without limitation: (i) late fees imposed by our third-party billing agents may be administered according to our third-party billing agent's billing procedures and applicable state tariffs and regulations; (ii) our third-party billing agents may require that you pay all past due charges for Services, a restart fee, and/or a prepayment before we reconnect your Services; and (iii) other services provided by our third-party billing agents, including without limitation, local telephone service, may need to be restored before your Services can be restored, and a restoral fee and/or deposit may be required to restore third-party billing agent services. Partial payments on third-party billing agent bills may be applied first to the balance due for other services billed on your third-party billing agent bill, including without limitation, local telephone service, according to the third-party billing agent's billing procedures and applicable state statutes and regulations. Please contact your third-party billing agent for details. Failure to pay all or any part of your third-party billing agent bill may result in disconnection of Services.
- 8.5. **Applicable Law.** This Agreement, including without limitation, all matters relating to its validity, construction, performance and enforcement, and any claim, complaint or dispute arising out of or related to this Agreement, the Services or the IPTV Equipment shall be governed by the laws and regulations of the State of Utah without giving effect to its conflict of law provisions. This Agreement is subject to amendment, modification or termination if required by such laws or regulations. If any provision in this Agreement is declared to be illegal or in conflict with any law or regulation, that provision will be considered modified to the minimum extent necessary to make such provision legal and no longer in conflict with such law or regulation, without affecting the validity of any other provisions.
- 8.6. **Remedies Cumulative.** The rights and remedies provided under this Agreement to Real Choice TV in case of your default or breach of this Agreement are cumulative and without prejudice to any other rights and remedies that Real Choice TV may have by reason of such default or breach at law, in equity, under contract or otherwise (all of which are expressly reserved).
- 8.7. **Other.** No salesperson, installer, customer service representative, authorized retailer, or other similarly situated individual is authorized to change or override this Agreement. Real Choice TV may, however, change this Agreement at any time and from time to time. The terms and conditions of this Agreement that either are expressly stated to survive or by their nature would logically be expected to survive its expiration or termination will continue thereafter. This Agreement is in addition to any other written agreement(s), if any, between you and Real Choice TV, and except as provided to the contrary herein, all such written agreements shall remain in full force and effect. Except as expressly set forth in this Agreement to the contrary, this Agreement replaces and supersedes any and all prior Real Choice TV Internet Protocol Television Customer Agreements in their entirety, and such prior Real Choice TV Internet Protocol Television Customer Agreements shall be of no further force or effect whatsoever.