



TV PRODUCT TERMS AND CONDITIONS

These terms and conditions were last updated on 1st November 2024.

A. Your Agreement

- These terms and conditions form an integral part of Your Agreement for the provision of the Service with Us, together with the following terms (together with any other documents referred therein), where applicable:
 - The Application Form
 - The Special Offer Terms and Conditions
 - The Bundled Plan Terms and Conditions
 - The Tariff Plan Terms and Conditions and/or Schedule of Charges
 - The End User License Agreement (EULA)
 - The Product Terms and Conditions
 - The General Terms and Conditions
- If any of these documents conflict with one another, the terms will apply in the order of precedence set out above.
- The channel or Programme providers with whom We have a separate agreement are not a party to this Agreement.

B. Definitions

- 'Digital TV' or 'Digital Terrestrial TV' or 'DTTV' can be used interchangeably and mean the television service that is delivered through the use of an antenna.
- 'Electronic Programme Guide' (EPG) means the service available through the TV interface that allows You to consult the programming information relating to the channels available in the Packages.
- 'Interactive TV' means the television service that is delivered over broadband.
- 'Interactive Services' means features that are made available with Interactive TV and are delivered over Our broadband network.
- 'Package/s' means a set of television channels and/or Programming that We make available with the Service.
- 'Programming' or 'Programme' means Content provided by Us or Our third-party licensors, providers or suppliers and provided as part of the Service and/or Package, including, without limitation, images, photographs, animations, video programming, information services, audio, music and text, irrespective of the manner or format in which such Content is delivered.

C. Your Service

- We will provide You with access to the Service as specified in Your Application Form. The details of Your Service are specified in the Tariff Plan and Schedule of Charges. We will provide You with, amongst other things:
 - Access to all the channels that form part of the Package/s;
 - An EPG that allows You to consult the programming data of the Content available on the Service. You acknowledge that the EPG is provided by the Content providers and that We have no control over its availability or accuracy. You agree that We are not responsible for errors and omissions in this service.
- Your Service starts on the date We activate it, which may involve a visit by one of Our technicians to install the Service or certain aspects of it.
- Your Service may include Interactive Services. The details on the Interactive Services available to You can be found on Our website. Some Interactive Services are dependent on the EPG.
- In the case of Interactive TV, the bandwidth may be shared with Your Internet Service.
- You will need to lease all Equipment necessary to connect to the Service. The availability of the Equipment does not automatically mean that You have the Service activated.
- Unless otherwise stated in the Agreement, You undertake that You or anyone else making use of the Service will:
 - Use the Service only in the Premises where it is registered;
 - Use the Service solely for private and non-commercial purposes;
 - Report to Us the unauthorised reception of any Content;
 - Not tamper with Our signals or take any action to alter or avoid any security or access control or restriction associated with the Service or Equipment;
 - Not use or allow anyone else to use the Service for any unlawful purpose, including the violation of copyright laws through the use, production, copying, recording, rebroadcasting or redistribution of any part of the Service;
 - Not to copy, record, redistribute or relay, whether in whole or in part, any of the channels or Programmes received through the Service;
 - Not to sell or charge others for watching any channel or Programme;
 - Not to show any channel or Programme in public outside the Premises even if this is done free of charge;
 - To stop using the Service immediately upon the expiry or prior to termination, for whatever reason, of the Agreement;
 - Not to connect any unauthorised device or equipment to the Equipment to be used with the Service.

- We will suspend or terminate the Agreement immediately if We become aware that Your Service is being used in breach of the conditions laid out in clause C.6. This is without prejudice to any other right or remedy available to Us at law or under the Agreement. You also agree to indemnify and hold Us harmless for any third party claims that may arise as a result of such a breach.
- We reserve the right to change without notice the Programming, Content, Package and/or any Interactive Service, including the channel line-up included in any Package:
 - Due to circumstances beyond Our control, such as decisions of Programme providers, technical difficulties, or any unforeseeable circumstances;
 - As a consequence of the suspension or termination of an agreement that We may have with any particular channel or Programme provider;
 - To temporarily or permanently improve or upgrade the Service.
- Notwithstanding clause C.8, if, within a consecutive twelve (12) month period, we affect a change to a minimum of five (5) channels that results in a fifteen percent (15%) or more change of channels in Your Package, We will notify You of these changes. We may do so by means of an on-screen message, in writing or through any other means We have to contact You. You may choose to terminate Your Agreement with Us within thirty (30) days of such notification without incurring any penalties. Further details on this process are available in the General Terms and Conditions. This clause does not apply if the change increases the number of channels available to You.
- You cannot choose individual channels from within any Package unless specifically stated in the Agreement.
- Some of the Equipment We provide You may have an in-built memory space for recording purposes. This Equipment is available solely with Services that provide the recording functionality. If You use up all the space on Your Equipment, We shall not be obliged to provide You with any additional memory space. You acknowledge that part of the built-in memory of the Equipment is reserved for Our use for future applications, fault reporting, etc.
- You agree that We may disable or remotely alter the functionality of Your Equipment to prevent You from copying certain channels or Programmes if We become obliged to do so.
- We reserve the right to, from time to time:
 - Advise You of additional applications, features or functionality which are available on Your Service. If you choose to add them to Your Service, the applicable charge/s, if any, will apply;
 - Stop offering a feature or functionality free of charge. In such cases, We will notify You and You may continue to receive this feature or functionality by paying the respective charge/s.
- Wherever reasonably possible, We will do Our best to notify You in advance of any interruption, suspension or termination of Service. We reserve the right to notify You through an on-screen message.

D. Software License and Third Party Services

- We may provide You, at a cost or free of charge, with software to be used with Your Service, which is owned by Us or Our third party licensors, providers and suppliers ('Software'). You may use the Software only in connection with the Service. We reserve the right to update, upgrade or change this Software from time to time, either remotely or otherwise, and to make related changes to the settings and Software on the Equipment. You agree to allow Us the required access.
- Some Software may be accompanied by an End User License Agreement ('EULA') from Us or a third party. In these cases, Your use of the Software is governed by the terms of the EULA as well as the Agreement. You should not install or use any Software if You do not agree to the terms of the EULA in their entirety.
- For Software not accompanied by a EULA:
 - You are granted a revocable, non-exclusive, non-transferable license by Us or Our third party licensor(s) to use the Software;
 - You are not granted any title or rights of ownership in the Software;
 - You agree not to make any copies of the Software;
 - You agree that the Software is proprietary and contains confidential information belonging to Us or Our third party licensors and agree not to disclose or use the Software except as expressly permitted by Us.
- The Software contains copyrighted material, trade secrets, patents and proprietary information owned by Us or Our third party licensors. You may not de-compile, reverse engineer, disassemble, attempt to discover any source code or underlying ideas or algorithms of the Software, otherwise reduce the Software to a human readable form, modify, rent, lease, loan, use for timesharing or service bureau purposes, reproduce, sublicense or distribute copies of the Software, or otherwise transfer the Software to any third party. You may not remove or alter any trademark, trade name, copyright or other



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5. Your license to use the Software will remain in effect until terminated by Us or Our third party licensors, or until the Service is terminated. Upon termination of the Service, You must cease all use of the Software and immediately delete it from any device not returned to Us.

E. Your Obligations

1. If the Equipment is provided with an in-built recording facility, You shall not extract or copy content recorded thereon to any other device.

F. Liability

1. We are not liable for any loss or damage sustained by You or a third party due to:
 - a. Bad reception or picture degradation for reasons that are beyond Our control, such as decisions taken by Programme providers or technical difficulties;
 - b. The incorrect functioning or incompatibility of any equipment not supplied and/or installed by Us;
 - c. The use of any equipment, such as the television set, with the Equipment supplied by Us;
 - d. Any loss for whatever reason of memory space or content in any in-built memory of the Equipment, or for the loss of Your recording reservation (booking);
 - e. Any loss of Content saved on the Equipment resulting from Us changing or repairing the Equipment;
 - f. You receiving, relaying, redistributing, copying or recording of any channels (or Programmes broadcast on such channels) that do not form part of Our channel line-up. You agree to indemnify Us for any loss or damage whatsoever sustained by Us as a result of such breach.