

TERMS OF SERVICE AND END USER LICENCE AGREEMENT

In this Terms of Service and End User Licence Agreement ('Terms of Use'), 'we', 'us' or 'our' refers to Everyone TV Devices Limited, a company incorporated in England with registered number 06250097 with its registered office address at Triptych Bankside, 6th Floor, 185 Park Street, London, England, SE1 9SH. Our VAT number is GB 916978765. Where we refer to 'you' or 'your', this is to you as the user of the Freesat broadcasting service ('Freesat Service') and the Freesat set top box. This agreement is between you and Everyone TV Devices Limited ('Freesat').

Internet browser software and other application software installed on your set top box, and any patches, updates, upgrades or new versions of them provided to or made available for your set top box by us or our licensors, suppliers or contractors, which we shall refer to as 'System Software'.

Terms of Use: Acceptance

Please read these Terms of Use carefully, which describe how we provide and how you may use the Device and Freesat Service.

By using the Device, you acknowledge that you have read and agree to be bound by these Terms of Use. Such acceptance is on your own behalf and on behalf of other people who use your Device and the Freesat Service accessible through your Device.

You are responsible for other people's use of your Device and the Freesat Service and for their compliance with these Terms of Use.

Terms of Use: Quick Summary

You may use the Device in the United Kingdom to access digital content and services (such as TV channels and on-demand or catch-up content) through the Freesat Service. You may do this in a private or public setting, as long as you do not charge anyone to view or use the Freesat Service or any digital content or services available through the Freesat Service or the Device.

Terms for the access and use of on-demand and catch up content services are provided by third party content providers—please see their terms (available online) for any applicable restrictions ('Third Party Terms').

To access certain of the features available on your Device, including on-demand and catch up content services, you will need to connect your Device to the internet. Some features may require you to use the Freesat mobile app, and separate terms will apply to that account and app.

Please see the websites of the relevant On-Demand service providers for minimum recommended connection speeds. You will need faster connection speeds for streaming 4K/UHD content, or for certain IP-delivered services.

Changes to the Terms of Use

We may change these Terms of Use from time to time, for example, in order to meet our legal or regulatory obligations or as a result of a change to the Freesat Service or to the Device. We will not change the terms in a way that would be detrimental to you, unless such change is required by law. The most current version of these Terms of Use will supersede all previous versions. We shall provide the most recent version of our Terms of Use to you. The

most recent version of our Terms of Use is available at <https://storage.googleapis.com/freesat-production-assets/downloads/EULA-Freesat.pdf>. Your continued use of the Device will constitute consent to such changes. If you do not agree to the changes then you may not use the Device.

Freesat Service

The Freesat Service provides you with access to free-to-air satellite television channels ('TV Channels'); on-demand and catch-up content services ('On-Demand Services'); a channel guide for you to navigate through the available TV Channels; a programme recommendation service; and such other audio-visual or audio content, data, features, information, applications and services as are made available from time-to-time by us or our third party content providers, all via the user interface on your Device.

There is no charge to use the Freesat Service, but you must have a TV licence to watch or record live programmes on any TV Channel and to watch BBC programmes on demand (including catch-up TV). You are responsible for obtaining (and, where applicable, paying for) a TV licence appropriate to your circumstances.

We may change any element of the Freesat Service at any time without prior notice to you, including, without limitation, any available features, TV Channels, and On-Demand Services. We will use reasonable endeavours to ensure that any such change will not be detrimental to the overall quality of the Freesat Service.

In order to receive upgrades and updates to the Freesat Service and/or Device, including the latest TV Channel offerings, your Device will need to be connected to the mains electricity and in standby mode. Access to certain features and elements of the Freesat Service or Device and upgrades and updates to them (including access to On-Demand Services) is also dependent on your Device being connected to the internet.

Third Party Content Providers and Third Party Services

The TV Channels and On Demand Services you can access through the Freesat Service are provided by third party content providers. Therefore, these Terms of Use do not apply to On Demand Services (or applications) provided by third party content providers, save that:

- a) we cannot promise that we'll provide a specific TV Channel or On-Demand Service, or that we will provide them for a particular period of time. We may add, remove, change, or interrupt TV Channels or On-Demand Services from time-to-time. However, it is and will remain our intention to provide you with access to a diverse range of TV Channels and On-Demand Services;
- b) we are not responsible for the scheduling or choice of content, or for the substance of any content itself (including its quality, accuracy and completeness), as this is determined and provided by third party content providers; and
- c) any reference to the availability of a TV Channel or On-Demand Service on the packaging, quick start guide, or user manual for your Device, or on any marketing, advertisement or promotion of the Freesat Service or Device (altogether 'Marketing Material'), is an example only of what may be available at the time that the Marketing Material was printed or otherwise made available. It does not guarantee the availability of such TV Channel or On-Demand Services content via the Freesat Service for any period of time.

Access to On-Demand Services is subject to Third Party Terms, including payment of any applicable fees (e.g., monthly subscription fees). You accept that you are responsible for compliance with any applicable Third Party

Terms, including payment of fees to access such On-Demand Services. Any queries regarding Third Party Terms should be addressed with the applicable content provider.

Restrictions on use of the Freesat Service and your Device

You are responsible for use of the Freesat Service and your Device. You may access and use the Freesat Service in the United Kingdom for private, domestic (non-commercial) purposes.

Provided you have obtained all necessary permits and licences to do so, you may also use your Device and the Freesat Service to show TV Channels in the United Kingdom in a public setting, as long as you do not charge anyone to view, access, or use the Freesat Service or the TV Channels. In relation to On-Demand Services, please check with the relevant Third Party Terms, as restrictions on public viewing may apply.

Access to and use of the Freesat Service and your Device outside of the United Kingdom is not permitted.

You may not and may not allow any other person to:

- a) make any public or commercial use of the Device or the Freesat Service or of any content you access through the Device or Freesat Service, other than expressly permitted in these Terms of Use;
- b) use the Device or the Freesat Service to perform any illegal activities or for any unlawful purpose, including in particular to infringe any person's intellectual property or privacy rights;
- c) use the Device except for the purpose of receiving the Freesat Service, or for accessing free-to-air satellite television in the United Kingdom in 'non-Freesat' mode;
- d) reproduce, modify, redistribute, relay, re-broadcast, publish, lease, rent, transmit, simulcast or otherwise make available the Freesat Service or any content you access through the Freesat Service (except as may be permitted by law); or
- e) copy, transmit and/or transfer the Freesat Service or any content you access through the Freesat Service to another device (except as may be permitted by law).

System Software Licence

The System Software is installed on the Device in order to enable you to access and use the functionality of the Device. You may use the System Software solely for that purpose. All rights to use System Software are granted by this licence only (save for any licences granted under the Third Party Terms), and you are not granted any ownership rights or interests in System Software. We and our licensors retain all intellectual property rights in the System Software. All use of System Software is subject to these Terms of Use (or the relevant Third Party Terms) and applicable intellectual property laws. Except as expressly granted by these Terms of Use, we (and our licensors) reserve all rights in and to the System Software.

The System Software periodically checks for content, system and app updates, and downloads and installs them for you. You may obtain updates only from us, or third parties providing On-Demand Services as part of the Freesat Service, and we may need to update your System Software to provide you with those updates. By accepting this agreement, you agree to receive automatic System Software updates without any additional notice.

You may not and may not allow any other person to:

- a) hack, alter, remove, break, degrade, thwart or otherwise circumvent (or attempt to do the foregoing) any security, encryption, digital rights management or content protection mechanism in the Device, the Freesat Service, or any content accessed through the Freesat Service. If you become aware of any security breach, you must immediately inform us using one of the contact methods set out in these Terms of Use;
- b) copy, lease, rent, publish, distribute, disassemble, decompile, reverse-engineer, create derivative works of, modify, patch, adapt, translate or sub-license the System Software or any part of it except as permitted by the terms of any applicable open source software which apply to such part, or otherwise as permitted by law;
- c) load software onto the Device except as authorised by us, nor use any unauthorised, illegal, counterfeit or modified hardware or software with the Device; or
- d) downgrade to or reinstall earlier versions of the System Software unless expressly required by us.

If we believe that you are using the Freesat Service or your Device in any of the ways described above, we reserve the right to reduce, suspend, and/or terminate our agreement with you, your use of the Device, and/or the Freesat Service.

You agree to take responsibility for all liabilities, claims and losses which are in any way connected with your misuse of the Freesat Service or the Device, including any breach of these Terms of Use.

Open Source software

Certain terms for third party open source software contained in the System Software may require that we provide you with notices and licence terms for that third party software. These notices and license terms are listed within the settings menu of the user interface of your box (Settings -> System Information -> Additional Info). For more information on these notices and licences visit <https://www.freesat.co.uk/legal-policies/open-source-licenses>.

Parental controls

You may choose to turn on parental controls during the initial set up process for your Device, and may do so at any time afterwards by going to the settings area of the user interface of your Device. You are responsible for maintaining parental controls, including maintaining the confidentiality of any PIN for parental controls settings. We will not be responsible for any harm, loss or damage you suffer, or any other user of your Device suffers, as a result of your failure to manage your parental controls settings—for example, if you allow or enable content to be viewed by members of your household for whom such content is not appropriate. Please see the Device user manual and www.freesat.co.uk for more information on parental controls.

Installation

You are responsible for: (i) installing your Device and (ii) arranging for the installation of any additional equipment (such as a satellite dish and cabling) needed for you to be able to access the Freesat Service ('Necessary Equipment'). Freesat has no liability or responsibility for any loss or damage caused by your or any third party's installation of the Device or any Necessary Equipment.

Internet Access

To access certain features of the Device (such as On-Demand Services and to use remote record functionality (if applicable)) you'll need to connect your Device to the internet. Please see the websites of the relevant On-Demand

service providers for minimum recommended connection speeds. You will need faster connection speeds for streaming 4K/UHD content. Even if your connection speed meets or is above any recommended speeds, if anyone else is using your connection (for example on another computer in your home) at the same time as you are using it to access certain elements of the Freesat Service, this may affect your ability to make the most of and enjoy the Freesat Service.

Your internet usage is subject to the terms and conditions which your internet service provider applies to your use of its services. You should be careful that you do not exceed any cap on use of your connection which applies to your account with your internet service provider. If you are not sure whether or not you are subject to any cap on use of your connection, you should check with your internet service provider.

If your internet connection is interrupted or unavailable you may not be able to access certain elements of the Freesat Service as described above. We are not responsible if your access to the Freesat Service is interrupted or unavailable due to your internet connection.

Suspension and termination

Occasionally, we may have to interrupt the Freesat Service or suspend or restrict your use of all or any part of the Freesat Service where reasonably necessary for technical, operational, security, legal or regulatory reasons. If we do so, we will restore it as quickly as we can. We will not be liable to you for any harm you suffer as a result of such interruption, suspension or restriction.

You may stop using the Device at any time. These Terms of Use shall continue to apply to all use of the Device and Freesat Service until you stop using them. Please consult the Third Party Terms of providers of On-Demand Services for information relating to any continuing obligations you may have to them (for example, any minimum paid subscription term).

Warranties

We aim to provide a continuous, high quality service but we cannot guarantee that it, or the System Software, will be always available, uninterrupted or error free. We provide the Freesat Service and the System Software on an 'as is' and 'as available' basis. We give no warranty except as set out in these Terms of Use and, other than as set out here, we give no other warranty as to the functionality or operability, of the Freesat Service or the System Software. We exclude all conditions, warranties, representations, or other terms that would otherwise be implied into these Terms of Use, to the full extent permitted by law.

We warrant that the System Software shall conform in all material respects with its description, and that the Freesat Service shall be provided with reasonable care and skill. We also warrant that the System Software shall be of satisfactory quality and fit for the purposes described in its description. If you believe that the System Software or Freesat Service does not comply with this warranty, please contact our Customer Services team using the contact details at the end of this document.

We will not be liable for our failure to comply with the relevant warranty above if: (i) the defect arises because you failed to follow our instructions as to the storage, installation, testing, updating, use or maintenance of the Device; or (ii) the defect arises as a result of misuse or neglect of the Device, or as a result of any other cause beyond the range of intended use, or by accident, fire, lightening, terrorism or other hazard or act of God; or (iii) you open, alter,

modify or repair the Device without our written consent; or (iv) the serial number or warranty void label on the Device has been broken, removed, obliterated or altered.

These warranties do not apply to applications or services covered by Third Party Terms.

Liability

You agree that we shall not be responsible or liable for any loss or damage of any kind incurred by you as a result of:

- a) any third party content providers whose services are accessible via the Freesat Service (e.g., providers of TV Channels or On-Demand Services) or whose applications are installed on or accessible through the Device;
- b) any third party who installs equipment (e.g., satellite dish) or provides a service (e.g., internet) for you in order for you to use your Device and access the Freesat Service;
- c) the operation of any equipment, device, or content other than the Device (except as described below).

If we fail to comply with these Terms of Use, we may be responsible in law for loss or damage you suffer (including, only if you're a consumer, to a device or digital content belonging to you) that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we shall not be responsible for any loss or damage that was not foreseeable. Loss or damage is 'foreseeable' for these purposes if it was obvious at the time of the contract that it would happen as a result of our default. We will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions.

You may not recover from us in respect of any loss or damage for which you have already recovered from your retailer or any third party.

In particular, we are not responsible for:

- a) interruptions, reception, picture degradations or other problems with the Freesat Service that are beyond our reasonable control; or
- b) any loss of profits, business, revenue, contracts or anticipated savings, wasted expenses or any other purely financial losses, even if such loss was reasonably foreseeable.

Our maximum aggregate liability shall in all circumstances be limited to the price you paid for the Device.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or for fraud or fraudulent misrepresentation.

General Terms

Save as otherwise expressly stated, these Terms of Use contain the entire agreement between us and you relating to the Device and Freesat Service and supersede any previous agreements, arrangements, undertakings or proposals, written or oral, between us and you relating to the Device and Freesat Service.

Separate terms apply in relation to:

- your use of the Freesat mobile app (see <https://www.freesat.co.uk/legal-policies/app-terms>);

- the collection and use of your data in connection with your Device and use of the Freesat Service (see our Privacy Policy at <https://www.freesat.co.uk/legal-policies/privacy-notice>);
- our terms and conditions of supply (if you have purchased your Device from Freesat);
- the terms of the manufacturer's warranty for the Device; and
- such other terms as we may publish and make available to you from time to time.

We can assign, sub-contract, and otherwise transfer any or all of our rights and/or obligations under these Terms of Use to any company, firm or person. We can only do this if it does not affect your rights under these Terms of Use. You may not assign, sub-contract and/or otherwise transfer your rights or obligations under these Terms of Use to anyone else.

These Terms of Use are personal to you and no third party is intended to benefit under these Terms of Use.

If you fail to comply with these Terms of Use and we take no action against you, we will still be entitled to enforce our rights against you in relation to that breach and to use our rights and remedies in any other situation where you breach these Terms of Use.

If all or any part of any term of these Terms of Use is found to be unfair or unenforceable by a court of competent jurisdiction, the relevant part will be treated as deleted and the remainder of the Terms of Use will continue to govern each of our respective obligations.

Any disputes arising out of these Terms of Use will be governed by and interpreted in accordance with the laws of England and Wales (and consumer protection mandatory provisions of the laws of Scotland or Northern Ireland if you are a consumer and you live there). If you choose to bring proceedings in connection with these Terms of Use you must do so in the courts of England and Wales, unless you are a consumer and you live in either Scotland or Northern Ireland, in which case you can choose to bring proceedings there.

How to contact us

For information about these Terms of Use, our Privacy Policy, using your Device or the Freesat Service, you can search our website www.freesat.co.uk, or contact us by following the instructions available here: <https://www.freesat.co.uk/about/contact-us>. For queries about the content of any TV Channel, or On-Demand service, please contact the relevant channel/content service provider. For queries about your internet connection, please contact your internet service provider. For queries about your satellite installation, please contact your installer.