

Terms and Conditions

Introduction

These Terms and Conditions apply to the TView Networks Limited "TView" service ("Service") available on Freeview Channel 32 and the related website www.TView.com ("Website"), (together referred to below as "TView", "we", "our" or "us"). If you do not agree with them, please do not use the Service or the Website.

These Terms and Conditions constitute a legal agreement between you and us. They should be read carefully since by using the Service or the Website, you agree to be bound by these terms, including in addition, the terms of our Privacy Policy, all of which are incorporated by reference into these Terms and Conditions (collectively referred to as the "Agreement").

From time to time we reserve the right to make modifications and revisions to these Terms and Conditions as well as to our Privacy Policy and you should therefore ensure that you are familiar with the most up to date versions which will appear on our Website. By continuing to use the Service and/ or the Website, you will be deemed to have agreed to any such modifications and revisions.

Nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

Age Restriction

To use the Service **you must be aged 18 or over or have the billpayer's permission..**

Payment Methods

From time to time, in our absolute discretion, we may make a promotional offer. If we do, details of the promotional offer and how it affects the payment you will need to make in order to view the Service, will be available on the Website and advertised prior to Service commencement on the relevant night.

Subject to the terms of any promotional offer we may make, you will need to pay a separate charge ("Charge") for each movie ("Movie") that you view on the Service. Each Movie is individually priced. **Full up to date Charge details will displayed on screen before purchasing and on www.TView.com.**

Please note that subject to what follows, the amount you pay to view a Movie on the Service will not vary according to the payment method (for example, if the charge to view the Movie is £4 you will pay us £4 irrespective of whether you choose to pay by Credit / Debit card, by premium rate SMS or by calling the premium rate number set out below, however calls to the premium rate number from a mobile may cost considerably more).

You must be the bill payer of the particular method of payment that you use to pay for viewing the Movie, or alternatively you must get the prior permission of the bill payer.

You are also responsible for any charges charged to you by a landline network or mobile network operator ("MNO") or internet operator (for example, connection and download charges). These charges will be **in addition** to the Charge for the Movie. Those additional charges are outside our control, and we will not be responsible for refunding them to you.

We aim to provide you with a number of convenient payment methods. Please note, that insofar as the method of payment involves the use of a premium rate facility, **you expressly warrant in**

our favour that you are the bill-payer or have the bill payers permission to use the service and accept that service details may appear on the phone bill.

In all cases following a successful purchase, **you must remain on the payment screen on your Freeview box** and wait until the message is displayed on screen confirming that your Movie has been unlocked. **If you leave the payment screen your Movie will not unlock!**

By PayPal or Credit Card

We accept the following cards: Visa, Visa Delta/Debit, Mastercard, Maestro, JCB, Solo. All credit cardholders will be subject to validation checks and authorization by the card issuer. You will not be entitled to use the Service if your card issuer refuses to authorize payment.

In order to offer you stronger protection, we may work with Verified by Visa and MasterCard SecureCode.

To use your Credit Card enter your details on our website www.TView.com .

Please note that:

- a. subject to your card issuer authorizing payment your Movie will be unlocked for viewing at the scheduled start time advertised on screen and on the website;
- b. we use your Credit Card details purely for payment purposes. We do not thereafter store your Credit Card details. This means that if you choose this payment method, you will need to give these details afresh for each night that you choose to view the Service.

By making a Premium Rate call

Call us on 0905 915 0032

This is a premium rate number charged at a fixed £1.53 for the 1st minute and then £1.53 per minute thereafter and subject to what follows, the total cost of the call in order to view the Movie will be equal to the prevailing Charge for that Movie as displayed on screen. For example, if the applicable Charge for the chosen Movie is £4 you will, in order to receive your pin number, need to remain on the phone for approximately 2 minutes 40 seconds.

Please do not call this number until you have in front of you your 3 digit movie code and your 6 digit unlock code from your Freeview box. The 3 digit movie code and 6 digit unlock code are clearly displayed on the purchase page on your TV screen. You will need these codes when you call the premium rate number in order to unlock your movie. If you experience any difficulty in identifying your movie code or unlock code please call Customer Services on 0844 745 1434 who will be delighted to help.

When you call us please do not disconnect until the end of the call at which point you will be informed that you have paid for your purchase and your set top box will unlock automatically. If you disconnect prior to this you will still be charged £1.53 for the first minute (if you disconnect within the first minute you will still be charged £1.53) and at the rate of £1.53 per minute for the remaining time you have been on the phone and will not be entitled to a refund. After paying the full amount for your Movie you will be immediately disconnected.

PLEASE NOTE! In the event that through no fault on our part, the unlock code is not validated, you will be immediately informed and disconnected. However, you will in that circumstance, still be liable to pay for the length of your call up to and including the point of disconnection and

will not be entitled to a refund. You will in any event be automatically disconnected when the value of your call is equal to the applicable Charge for the relevant Movie.

By SMS

If you wish to pay using this method, text the details of the movie code and unlock code from your Freeview box to 81234. Please note that the cost of this text will be at your MNO's standard rate or, where different, the rate which applies to whatever price plan you have agreed with your MNO and is in addition to the Charge you will need to pay us in order to view the Movie.

We will then, subject to your movie code and unlock code being validated, to our receiving a delivery receipt from the network and receiving confirmation that all the relevant reverse-billed text messages have been delivered, unlock your movie as soon as possible. The number of reverse-billed text messages you receive will be equal to the applicable Charge for viewing the Movie you have selected.

For example, in accordance with the foregoing procedure, if the Charge to view the Movie is £4 you will receive a total of 2 text messages, the first being a premium rate reverse-billed text message costing £2 followed by a second message of the same type costing £2 to total the £4 charge. If the Charge to view the Movie at the relevant time is £3 you will receive 1 premium rate reverse-billed text message costing £3. Following confirmation of delivery of all the reverse-billed text messages, we will process your purchase for unlocking.

Problems

Movie fails to unlock - In the unfortunate event that having paid for the Movie at the relevant time your Movie fails to unlock please call Customer Services on 0844 745 1434 and they will happily assist you.

Technical difficulties – If having paid for the Movie on the relevant night, you are unable to receive the Movie because of a technical problem which is not attributable to your having a faulty Freeview box or otherwise not of your making, please call Customer Services on 0844 745 1434 and they will provide you with a full refund.

Overcharge – in the event that for whatever reason you feel that you have paid more than the applicable Charge as advertised for the relevant night, please call us and subject to our checking the information you give us against our records, we will be happy to refund you any excess you might have paid over and above the applicable Charge as advertised for the relevant Movie.

Please note that notwithstanding the foregoing, we reserve the right to refuse to unlock your Movie again or provide a refund in circumstances where we have reasonable cause to believe that a user is abusing the Service by making multiple requests for a new pin number or refund. We may in such any such circumstance, exercise such additional legal remedies to which we may be entitled.

Distance Selling Regulations 2000

On confirmation of payment your Movie will immediately unlock and accordingly the seven day cooling off period referred to in the Distance Selling (Consumer Protection) Regulations 2000 shall not apply .

Intellectual Property

In this Agreement and for the purpose of this section, the following expressions shall have the meanings set out next to them:

Content: all text, information, data, software, executable code, images, audio or video material in whatever medium or form provided by us to you whether as part of the broadcast Service or as contained in the Website.

Intellectual Property Rights: all intellectual property rights wherever in the world arising, whether registered or unregistered (and including any application), including copyright, know-how, confidential information, trade secrets, business names and domain names, Marks, patents, petty patents, utility models, design rights, semi-conductor topography rights, database rights and all rights in the nature of unfair competition rights or rights to sue for passing off.

Marks: “TView” and any and all trade marks, trade names, service marks, trade dress, logos, URLs or identifying slogans of belonging to us, whether or not registered.

By your use of the Service or the Website you acknowledge and agree for all purposes that all Marks associated with the Service or the Website, whether or not registered, constitute our exclusive property.

We retain all Intellectual Property Rights in every aspect of the Service including the Website and the related Marks, and nothing in this Agreement shall be taken to grant any rights to you in respect of such Intellectual Property Rights.

Title to and ownership of all Intellectual Property Rights embodied by or otherwise incorporated into the Content shall remain with us. Except as expressly provided in this Agreement, nothing shall be construed to grant to you any right, title or interest in or to the Content.

Subject to the provisions of this Agreement, to the same not being a Prohibited Use (as defined below) and where applicable, to the payment of any related Charge, you may for your own personal non-commercial use only:

- a. retrieve and display Content from the Website on the electronic device on which you first accessed it or downloaded it and store such pages for caching purposes only.
- b. Save as mentioned above, you may not:
- c. reproduce and distribute in any form or publicly display, the Content; or
- d. reproduce and distribute through any media now known, or hereafter developed, the Content (or excerpts of the Content).

Prohibited uses

You may use the Service, the Website and any related Content only for lawful purposes and in accordance with the provisions of this Agreement. You may not use the Service, the Website and any related Content:

- a. In any way that breaches any applicable local, national or international law or regulation.
- b. In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- c. For the purpose of harming or attempting to harm minors (here meaning any person under the age of 18) in any way including displaying to any such minor any Content you receive or access in connection with the Service or the Website.
- d. To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards (“Content Standards”).
- e. To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- f. To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- a. Not to reproduce, duplicate, copy or re-sell any part of our Website
- b. Not to access without authority, interfere with, damage or disrupt:
 - (i) any part of our Website;
 - (ii) any equipment or network on which our Website is stored;
 - (iii) any software used in the provision of our Website; or
 - (iv) any equipment or network or software owned or used by any third party.

Interactive services

The use of any of our Interactive Services by a minor is strictly forbidden.

We may from time to time provide interactive services on our Website, including, without limitation:

Chat rooms.

Bulletin boards.

Instant Messaging services

(“Interactive Services”).

Where we do provide any Interactive Service, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).

We will do our best to assess any possible risks for users from third parties when they use any Interactive Service provided on our site, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any

interactive service we provide on our Website, and we expressly exclude our liability for any loss or damage arising from the use of any Interactive Service by a user in contravention of our Content standards, whether the service is moderated or not.

Where we do moderate an Interactive Service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

Content standards

These content standards apply to any and all material which you contribute to our Website (**contributions**), and to any Interactive Services associated with it.

You must comply with the spirit of the following standards as well as the letter. The standards apply to each part of any contribution as well as to its whole.

Contributions must:

- a. Be accurate (where they state facts).
- b. Be genuinely held (where they state opinions).
- c. Comply with applicable law in the UK and in any country from which they are posted.

Contributions must not:

- a. Contain any material which is defamatory of any person.
- b. Contain any material which is obscene, offensive, hateful or inflammatory.
- c. Promote violence.
- d. Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- e. Infringe any copyright, database right or trade mark of any other person.
- f. Be likely to deceive any person.
- g. Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- h. Promote any illegal activity.
- i. Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- j. Be likely to harass, upset, embarrass, alarm or annoy any other person.
- k. Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- l. Give the impression that they emanate from us, if this is not the case.
- m. Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

Suspension and termination

We will determine, in our discretion, whether there has been a breach of the provisions of this Agreement as they relate to your use of our Website. When a breach has occurred, we may take such action as we deem appropriate.

Failure to comply with the provisions of this Agreement insofar as they relate to our Website constitutes a material breach of the terms upon which you are permitted to use our Website, and may result in our taking all or any of the following actions:

- a. Immediate, temporary or permanent withdrawal of your right to use our Website.
- b. Immediate, temporary or permanent removal of any posting or material uploaded by you to our Website.
- c. Issue of a warning to you.
- d. Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- e. Further legal action against you.
- f. Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breach by you of the provisions of this Agreement insofar as they relate to your use of the Website. The responses described above are not limited, and we may take any other action we reasonably deem appropriate.

Acknowledgement

You acknowledge that:

- a. because the internet is an unregulated medium, there is a risk to all computers attached or connected to it and that it is your sole responsibility to protect your computer, any related system including software against viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware;
- b. that it is your sole responsibility to ensure that any electronic device including by way of example, Freeview box, television, mobile telephone and computer, is of a specification and in a condition that is in all material respects adequate and satisfactory for you to access and receive the Service including the Website;
- c. we shall have no liability to you in the event of Force Majeure (as defined below)

Data Protection

We process information about you in accordance with our privacy policy. Please take the time to read this policy carefully before using any of our services including the Service. It contains important information regarding the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. It also includes details concerning IP addresses and cookies, where we store your personal data, what use is made of your personal data, the use of your personal data for marketing purposes and when your personal data may be disclosed together with details regarding your rights and how to access details regarding the nature of your personal data held by us and contact details.

We are required to keep records of the contact details for any person who uses our Service for a minimum period of six months. In this way, your personal details will be retained and made available in the case of a claim for unauthorized use. By using our Service and Website, you expressly consent to such processing and use of your personal data in the manner and for the

several purposes set out in our privacy policy and you warrant that all data provided by you is accurate. You further warrant and undertake that you will exercise all reasonable care to ensure that you do not by your own actions compromise the security or integrity of your own personal information and that you will promptly inform us of any information which might be material to the preservation of your privacy or the protection of third parties including in particular minors for whom our services are neither permitted nor intended (for example, you will contact us (by telephone or by email using the contact details set out below) as soon as reasonably possible in the event that you change your mobile phone number or lose or misplace your mobile phone or where you have reason to believe that any pin number or password given to you has in any way been compromised).

Regulatory

To the extent that any aspect of the Service including the Website involves the provision or use of premium rate telephone services, we comply with the requirements of the UK regulator, PhonepayPlus – www.phonepayplus.org.uk

Our liability

The content we may provide to you as part of the Service or which may be displayed on our Website is provided without any guarantees, conditions or warranties as to its suitability or accuracy. To the extent permitted by law, we, other members of our group of companies and third parties connected to us, hereby expressly exclude:

- a. all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity;
- b. Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our Service or the Website or in connection with the use, inability to use, or results of the use of our Service or the Website, any websites linked to our Website and any materials posted on it, including, without limitation any liability for any damage to software, damage to or loss of data, loss of profit, anticipated profits, revenues, anticipated savings, goodwill or business opportunity, or for any indirect or consequential loss or damage, and
- c. for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation, nor any other liability which cannot be excluded or limited under applicable law.

We shall have no liability to you in the event that of any failure in the Service or the Website attributable to an event of **Force Majeure** which expression shall be defined to mean any event arising that is beyond our reasonable control (including any industrial dispute affecting any third party, any technical failure relevant to the delivery of the Freeview service, failure of the internet or other mode of electronic communication, governmental regulations, fire, flood, disaster, civil riot or war).

Subject to the foregoing, our aggregate liability in respect of any claim you may bring against us in respect to this Agreement or any collateral contract, whether in contract or tort (including negligence) or otherwise, shall in no circumstances exceed the aggregate of any Charges paid by you in the calendar year in which you bring your claim.

Contact Details and Corporate Information

We provide you with three different ways to contact us if you have any questions regarding any aspect of our Service or related Website:

By calling our customer services on 0844 745 1434 between 10:00 - 02:00

By email: cs@TView.com

Corporate Information

TView is broadcast by:

TView Networks Limited

Registered Office: TView Networks Ltd, 3rd Floor, 35 Soho Square, London, W1D 3QX

Registered in England and Wales with company number 7510290

Governing law and jurisdiction

This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the law of England and any party to it irrevocably agrees that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).