

Sure (Guernsey) Limited

Sure on Demand Terms and Conditions

These Sure (Guernsey) Limited ("**Sure**") Sure on Demand Terms and Conditions should be read in conjunction with Sure's:

- General Terms and Conditions,

both of which apply.

Where there is a conflict, these Sure on Demand Terms and Conditions will take precedence. Sure's Terms and Conditions are available to view online at www.sure.com/guernsey/terms-and-conditions.

Your use of the Sure on Demand service shall be governed by the terms and conditions mentioned above to the exclusion of all other terms or conditions. Please ensure that You read them carefully.

1. DEFINITION AND INTERPRETATION

1.1. The defined terms contained in Sure's General Terms and Conditions shall apply to these Sure on Demand Terms and Conditions and in addition the following words have the following meanings:

"**Content**" means any information, graphics, audio, video, text or other computer files accessed via the links on Sure on Demand;

"**Content Providers**" means the third party affiliate which controls the distribution of certain licensed or owned content which is made available to end users via the link on Sure on Demand;

"**Customer Support Centre**" means Our customer support centre, the contact details of which can be found on Our Website;

"**End User Licence Agreement**" means the legal contract between a Content Provider, software owner, licensor, developer or vendor and the user;

"**Our Website**" means www.sure.com;

"**Permitted Territory**" means the Bailiwick of Guernsey, Jersey and/or Isle of Man, in which We permit You to access and use the Service;

"**Privacy Policy**" means the privacy policy as published on Our Website and as amended from time to time by Us;

"**Service**" means the video programme guide service provided to You by Us under these terms and conditions, which provides links to enable You to access the Content provided by the Content Providers streamed over the internet to certain internet connected TVs, computers, smart phones and other devices and any software provided by Us;

"**Sure on Demand**" means the Service provided by Us to You;

"**Sure on Demand App**" means Sure on Demand application;

"**Telecommunications Equipment**" has the same meaning as in section 31 of The Telecommunications (Bailiwick of Guernsey) Law, 2001;

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- 1.2. Headings shall not affect the interpretation of this Agreement and words in the singular shall include the plural and vice versa and a reference to a gender shall include the other gender.
- 1.3. A reference to a statute or statutory provision shall include any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.4. Where the words 'include(s)', 'including' or 'in particular' are used in this Agreement, they are deemed to have the words 'without limitation' following them. Where the context permits, the words other and otherwise are illustrative and shall not limit the sense of the words preceding them.

2. STARTING THE SERVICE

- 2.1. By using the Service, You agree to be bound by these terms. If You do not accept these terms, then You may not use the Service.
- 2.2. In order to access Content through Sure on Demand You must:
 - 2.2.1. have internet access (fixed or mobile);
 - 2.2.2. download the Sure on Demand App to Your smartphone or tablet or access the Service via a web browser; and
 - 2.2.3. only access the Service from within the Permitted Territory.
- 2.3. To access Content, You will need to subscribe to the third party Content Provider(s) and agree to applicable End User Licence Agreements.

3. ABOUT THE SERVICE – WHAT WE PROVIDE TO YOU

- 3.1. We will provide You with the Service which shall include:
 - 3.1.1. a personal, non-transferable, limited and revocable licence to install the software on one device and use the Service, subject to the terms of this Agreement; and
 - 3.1.2. access to a range of on-demand content available in the Permitted Territory from the Content Providers.
- 3.2. Sure on Demand does not provide access to digital terrestrial television channels or any other live broadcast. Content is not hosted on Our servers or network and the Service provides only links to Content available through third party sites.
- 3.3. Sure on Demand does not allow You to make recordings of programme content.
- 3.4. You must not, and must not assist or authorise others to:
 - 3.4.1. make unauthorised or unlawful copies of, or distribute, any Content or any part of it;
 - 3.4.2. reproduce any recording made through Sure on Demand or any part of it;

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- 3.4.3. copy, publish, rent, reproduce, post, broadcast, distribute, transmit, re-transmit, re-distribute or reverse engineer, decrypt, decompile, disassemble, alter or commercially exploit any Content or software forming part of Sure on Demand or belonging to the Content Providers, or any part of it;
 - 3.4.4. circumvent any mechanisms for preventing the unauthorised reproductions of the Content or the Service;
 - 3.4.5. sell or redistribute the software and must not incorporate it, or any part of it, into another product;
 - 3.4.6. reverse engineer, decompile or disassemble the software or otherwise attempt to derive the source code; or
 - 3.4.7. modify, adapt or create derivative works from the software or remove any proprietary notices in the software.
- 3.5. We reserve the right to immediately terminate Your access to the Service if We believe that You have breached Clause 3.4.
- 3.6. The Content provided through the Service may change from time to time. Access to all programmes and channels is subject to availability and We are not responsible for the continued access to, or the continuation of the broadcast of, any Content. We cannot guarantee the availability of any particular programme, channel or similar Content. We cannot guarantee that all features and services will be available through the Service and We reserve the right to decide if any feature or service is available to You through the Service.
- 3.7. Content may be removed or withdrawn by a supplier of such Content or may become unavailable and We reserve the right to withdraw access to any Content or Content Provider through the Service.
- 3.8. The Content Providers may change the Content available at any time without prior notification. We reserve the right to remove any Content, or access to it, if We reasonably believe that there may be a breach of this Agreement, any applicable law or regulation or any third party rights.
- 3.9. We are not responsible for the quality of any Content or for the quality of the streaming as this is dependent on factors beyond Our control. We are not responsible or liable for interruptions, reception, picture degradation or any other problems with the Service beyond Our reasonable control. The Service is provided as is and We disclaim all warranties, express or implied including warranties that the Service is free from defects, viruses, or that it is fit for any purpose. We do not warrant or make any representations as to the use of the results on the Service, its correctness or accuracy. We make no representations as to the appropriateness or availability of the use of the Service in any jurisdiction and You are responsible for compliance with all applicable local laws.
- 3.10. We cannot guarantee the accuracy of the information provided through the Service and it is Your responsibility to ensure that the content of any viewing is suitable for all persons viewing it in Your home.
- 3.11. We are not responsible for the Content and will not monitor the Content. You agree to use the Service at Your sole risk and that We shall have no liability to You for content that may be found to be offensive, indecent, or objectionable.

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4. USING THE SERVICE

- 4.1. You must ensure that You have sufficient bandwidth to access and use the Service and We are not responsible for the lack of bandwidth available in Your home or issues created by simultaneous data usage on Your broadband connection. The following minimum speeds are recommended for accessing Content:
 - 4.1.1. for standard definition quality (480p) – 3.0 Megabits per second;
 - 4.1.2. for high definition quality (1080p) – 5.0 Megabits per second; and
 - 4.1.3. for ultra high definition / 4K quality (2160p) – 25 Megabits per second.
- 4.2. The Service is for home use only. The Service and any Content provided under it shall be view privately by You. The Service must not be used or displayed in any retail, business or commercial premises or for any retail, business or commercial purposes. In the event that the Service is used as set out in this Clause, We reserve the right to terminate or suspend Your access to the Service if We believe that You are using the Service in this manner.
- 4.3. We may ask You to do certain things or take certain actions in order to safeguard the security or quality of the Service.
- 4.4. We aim to provide You with a high quality Service but We do not guarantee either the quality of the Service or its availability at all times. Faults may occur but We will try to repair any faults as soon as reasonably practicable.
- 4.5. We may need to make changes to the Service or interrupt the Service but We will try to restore the Service as quickly as We can.
- 4.6. The Service provides access to the Content Providers websites but We are not liable or responsible for any loss or damage incurred as a result of access to such websites or downloads. We are not liable for any loss or damage caused by software upgrades, reset procedures, repairs or faults of Sure on Demand.
- 4.7. Any changes to a third party service are subject to the terms and conditions applicable to such third party services. Please see the relevant terms and conditions provided by the supplier of such service.

5. WHAT WE NEED YOU TO DO

- 5.1. You must enter into and at all times comply with any applicable End User Licence Agreement required in order to access or use any Content.
- 5.2. You shall only use the Service in accordance with this Agreement, the End User Licence Agreements, the Acceptable Use Policy and any applicable laws or regulations. Additional terms and conditions may be displayed online or elsewhere relating to particular Content (or any application provided to You as part of the Service). If You choose to access such Content and/or application, You will need to comply with the terms and conditions that are applicable.
- 5.3. You shall comply with all applicable laws or regulations, instructions or guidelines issued by Us or regulatory authorities, relevant licences and codes of practice in relation to the Service.

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- 5.4. You must not misuse the Service and may only use it as permitted by law.
- 5.5. You shall not, or encourage or permit any other person to:
- 5.5.1. use the Service in a way which violates or infringes the rights of others including, without limitation, patent, trademark, trade secret, copyright, publicity or other proprietary rights;
 - 5.5.2. use technology or other means to access Sure On Demand or Content that is not authorised;
 - 5.5.3. attempt to introduce viruses or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware or Telecommunications Equipment;
 - 5.5.4. attempt to gain unauthorised access to Our network;
 - 5.5.5. attempt to damage, disable, overburden, or impair Our servers or networks;
 - 5.5.6. interfere with any other party's use and enjoyment of the Service;
 - 5.5.7. use the Service fraudulently or in connection with a criminal offence or in any way which gives rise to civil liability; or
 - 5.5.8. use the Service in an unlawful manner, in contravention of any applicable legislation or licence or in contravention of this Agreement or Our Acceptable Use Policy.
- 5.6. In the event that We believe You are using the Service contrary to Clause 5.5. We reserve the right to immediately terminate Your access to the Service.
- 5.7. You must not permit any other person to view Content via the Service if they are not of suitable age to view such Content.
- 5.8. You must use the Service for Your personal use only.
- 5.9. You are responsible for the use of the Service on Your device(s) and in the event that anyone other than You, with or without Your consent or knowledge, breaches the terms of this Agreement, We will treat such breach as a breach by You.
- 5.10. You must tell Us immediately if any third party makes or threatens to make any claim or issue legal proceedings against You relating to Your use of the Service and You will, at Our request, immediately stop the act or acts complained of. If We ask You to, You must confirm the details of the claim(s) in writing.
- 5.11. We, or Our affiliates, may at Our (or their) sole discretion issue future updates to the Service, which may or may not include all of the existing software features or new features. Where a software update is issued, You will need to accept and install the automatic update in order to continue to use the Service. Certain upgrades may occur automatically and others may require You to accept such upgrade. These terms shall apply to any software upgrades provided by Us that replace and/or supplement the original Service, unless such upgrade is accompanied by a separate license in which case the terms of that license will apply.

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5.12. You agree that:

- 5.12.1. all Content, software or other material protected by intellectual property rights are supplied to You for Your own private use only and You shall not supply the Content or other material to any other person or use it for any other purpose;
- 5.12.2. all copyright, trademarks and all other intellectual property rights in all Content, software or other material supplied as part of the Service will remain Ours or, where applicable, Our Content Providers;
- 5.12.3. subject to Your compliance with these terms and any applicable third party terms (including End User Licence Agreements), We and Our affiliates grant You a restricted, non-exclusive, non-transferable, non-sub licensable license to access and make personal and non-commercial use of the Service in the Permitted Territory. This does not include any resale or commercial use of the Service or any Content, any downloading, copying, or other use of account information for the benefit of any third party. All rights not expressly granted to You in these terms (or any other applicable terms) are reserved and retained by Us or Our licensors, suppliers, rights holders, or other Content Providers;
- 5.12.4. You shall not make any Content from the Service available to the public, or any other person, persons or third parties or authorise or assist anyone else to do so, even if no charge is made;
- 5.12.5. You must not re-sell, hire or make any charge (or attempt to do so) in respect of the Service or any part of it including the Content, software or other material to any other party;
- 5.12.6. You must not use or reproduce any name, logo or trade mark or other proprietary information (including images, text or form) of Ours, or any of Our third party suppliers including the Content Providers, in any form without prior express consent of the relevant owner of such rights in writing;
- 5.12.7. the licenses granted under these Terms terminate if You do not comply with these Terms or any other applicable terms; and
- 5.12.8. the provision of links to third party websites and resources on or through the Service is for informational purposes only. The existence of a link does not imply or express endorsement of its provider, product or services by Sure. Sure has no control over the content of third party sites or resources and accepts no responsibility for them or for any loss or damage that may arise from Your use of, or reliance on, them to their content.

6. KEEPING THE SERVICE SECURE

You are responsible for the security and proper use of any required user IDs, PIN codes and passwords used in connection with the Service and must take all necessary steps to ensure that they are kept confidential, secure, used properly and not disclosed to unauthorised people.

7. PROBLEMS WITH THE SERVICE

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- 7.1. In order to provide any required technical assistance to You, Our Customer Support Centre may need to contact one of Our authorised third party suppliers in order to provide the assistance You require. We do not guarantee that the advice provided by Our Customer Support Centre or Our third party suppliers will necessarily resolve Your query. We are not liable whether in contract, tort (including liability for negligence) or otherwise for any failures of any networks, equipment, software or applications which may be affected as a result of implementing recommendations advised by Our Customer Support Centre or any authorised third party acting on Our behalf.
- 7.2. You must contact the relevant Content Provider in relation to technical assistance required in relation to their website or the Content provided by them.

8. CHARGES AND PAYMENT

- 8.1. In order to access the Content, You may be required to pay the Content Providers.
- 8.2. You shall be responsible for:
- 8.2.1. any charges of any nature incurred by You from any third party as a result of any authorised or unauthorised use of Your login credentials, password, or PIN as applicable, and/or the Service;
 - 8.2.2. any charges of any nature that may be incurred by Us as a result of any authorised or unauthorised use of Your login credentials, password, or PIN as applicable, and/or the Service;
 - 8.2.3. any direct or indirect charges of any nature incurred as a result of any authorised, or unauthorised use of the Helpdesk regarding Your account for whatever reason; and
 - 8.2.4. any charges of any kind incurred as a result of using the Service.

9. DATA PROTECTION

- 9.1. We will use and safeguard the personal data provided by You in accordance with Our Privacy Policy.
- 9.2. You acknowledge that any information provided directly by You to Our third party suppliers to enable You to receive Content is beyond the scope of this Agreement and such data is not within Our control. We accept no liability in respect of any data provided by You to a third party supplier.
- 9.3. Content Providers and their associated third parties may use code or cookies on their websites to track performance of marketing efforts but no personally identifiable information is collected in such process.

10. SUSPENDING THE SERVICE

- 10.1. Without prejudice to Our rights to terminate this Agreement or any other rights of suspension, We may immediately, without notice, suspend Your access to the Service if:
- 10.1.1. maintenance, repairs or improvements to the Service, or any part of it, are required;
 - 10.1.2. We are required to do so by law;

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10.1.3. We believe that You have breached the terms of this Agreement or have used or are using the Service in a manner which does not comply with the terms of this Agreement; or

10.1.4. if, following routine system administration of the Service (including without limitation server, network and security monitoring, and monitoring for unattended logins), We detect that Your use of the Service impairs the integrity of the system and/or the Telecommunications Network used to provide the Service or causes detrimental performance of the Service to You or any other customer.

10.2. We may, in Our sole discretion, reconnect the Service upon receipt of appropriate assurances from You that You will not use the Service in such manner as has given rise to the suspension.

11. ENDING THE SERVICE AND THIS AGREEMENT

11.1. You may terminate this Agreement at any time by discontinuing the use of the Service.

11.2. We may terminate this Agreement and/or withdraw the Service on 1 months' notice, such notice to be published on Our website www.sure.com.

11.3. We may immediately, without notice, terminate the Service if:

11.3.1. We are required to do so due to the termination of a third party licence;

11.3.2. We are required to do so by law;

11.3.3. We believe that You have breached the terms of this Agreement or have used or are using the Service in a manner which does not comply with the terms of this Agreement; or

11.3.4. if, following routine system administration of the Service (including without limitation server, network and security monitoring, and monitoring for unattended logins), We detect that Your use of the Service impairs the integrity of the system and/or the Telecommunications Network used to provide the Service or causes detrimental performance of the Service to You or any other customer.

11.4. If We terminate this Agreement, You are responsible for terminating any contract between You and the supplier of any Content unless You wish to continue to access such Content through other means.

12. OUR LIABILITY TO YOU

12.1. Without prejudice to any other terms of this Agreement, We exclude all liability in respect of:

12.1.1. the Content and the availability of the Content and the Service including in connection with or arising from any interruption or other failure to the transmission, receipt or distribution of the Service;

12.1.2. Your use of the Service and any other person, persons or third parties who access the Service through Your account; and

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12.1.3. any disruption, direct or indirect losses, loss and or damage to Your data or equipment, computer failure or malfunction that may occur while You are using: (i) the installation application that We supply to You, (ii) the Service or any other equipment supplied by Us.

12.2. Your sole remedy with respect to any dispute shall be cancellation of Your use of the Service.

12.3. You shall indemnify Us against all claims, liabilities, costs, losses and expenses which may be made or asserted by any person, persons or third parties in relation to Your use of the Service or any third party authorised by You.

12.4. You agree that We shall have no liability whatsoever for Your use of the Service provided. You shall indemnify and hold Us harmless from any claims, damages, liabilities, costs and fees (including, reasonable legal fees) arising from Your use of the Service (including, any use which infringes the rights of any other person or entity) as well as from Your failure to comply with these Service Specific Terms and Conditions and any other term or condition of this Agreement.

12.5. Your dealings with, or participation in promotions by, any third party advertisers on or through the Service are solely between You and such third party. You agree that We shall not be responsible or liable for any loss or damage of any kind incurred by You as the result of any such dealings or as the result of the presence of such third parties on the Service.

12.6. We are not responsible for any Content or links to other websites and resources provided by third parties, any such links are provided for Your information only. The existence of a link to another website does not imply or express endorsement of its provider, product or services by Us. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from Your use of them or Your reliance on content contained in them. By using the Service, You agree that We are not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of any third party materials, Content or websites. We do not warrant or endorse and have no liability or responsibility to You or any other person for any third party services or Content.

12.7. You accept that We and Our third party suppliers do not guarantee the accuracy or completeness of any data and/or information contained in any broadcast. We and Our third party suppliers shall not be liable, directly or indirectly, in any way to You for any inaccuracies or errors in or omission of any information or data in any broadcast, or for any delays or errors in the transmission of such information or any loss or damage arising out of such information or the interruption in any such information or data transmitted for any reason.

13. TRANSFER OF AGREEMENT BY YOU

You shall have no right to transfer this Agreement, the Service or Your account to any other person. This Agreement is personal to You.

14. FURTHER TERMS AND CONDITIONS

You acknowledge that further terms and conditions applicable to the provision and use of the Service are contained in the General Terms and Conditions and in particular relating to default, suspension, termination, confidentiality, assignment, indemnity, liability, matters beyond reasonable control, notice, use of information, severability, variation, waiver and law.