

## TTV NOW TERMS AND CONDITIONS

TTV NOW provides a media service that allows Our Telekom Pre-paid customers to purchase Plans to access live TV channels, on-demand movies and TV shows (“TTV NOW content”) via the TTV NOW app and website, which are streamed over the Internet to supported internet connected mobile phones, TVs, computers and other devices (“TTV NOW ready devices”).

These Terms of Use govern your use of our service. As used in these Terms of Use, "TTV NOW service", "our service" or "the service" means the personalised service provided by Solomon Telekom Company Limited (STCL) through its Telekom Television Limited (TTL), for discovering and playing TTV NOW content, including all features and functionalities, app, website, and user interfaces, as well as all content and software associated with the service.

### 1. Membership

1.1. There is no charge to be a Member.

1.2. To be a Member you must first Sign-up to TTV NOW to access the service. You will need a Facebook account name and password and an associated email address saved in Facebook. You cannot Sign-up to TTV NOW if you sign into Facebook with your mobile number. During Sign-up you will be asked to enter your Pre-paid mobile number after which you will receive a one-time 6-digit code via text which you will need to enter when prompted. At this point your name, email and mobile number will be linked and verified to the TTV NOW account.

1.3. Your Membership will continue until you unlink your TTV NOW account.

1.4. You must be 18-years or older or have the permission of your parent or guardian if under that age.

1.5. Your email address will be used for when you need to reset the 4-digi Parental Control password

### 2. Access to the Service

2.1. To access the service you must be an Our Telekom Pre-paid customer, be connected to the Our Telekom network and Sign-up to TTV NOW, purchased a TTV NOW Plan using the “Payment Method” and have the TTV NOW app open or have browsed to the <https://now.ttv.sb> website using the latest Google Chrome browser.

### 3. Payment Method

3.1. “Payment Method” means a current, valid, accepted method of payment, as may be updated from time to time by Our Telekom. You must be a Pre-paid mobile customer with credit in your account before you buy a TTV NOW Plan. You authorise Our Telekom to deduct any amount that you authorise and confirm when you make a purchase by dialling \*155#, TTV NOW Plans and choosing a Plan. After confirming the purchase you will receive a confirmation by text. If a payment is not successfully made due to not being signed up as a Member, insufficient funds, or otherwise, the service will not be provided. Local tax charge will be applied on each payment.

3.2. To watch TTV NOW content you must upload the app to your Pre-paid mobile or use the latest Google Chrome browser to access the website at <https://now.ttv.sb> have access to the internet via the Our Telekom network and a TTV NOW ready device. You must also have purchased an active TTV NOW Plan via the “Payment Method”.

3.3. We offer a number of Plans, including special promotional plans (when available). You can find specific details regarding TTV NOW plans by visiting the TTV and Our Telekom websites.

- 3.4. You can check your Plan status by opening the TTV NOW app or website and selecting: Settings, Account Settings, under your profile name.
4. Cancellation
  - 4.1. You can cancel your TTV NOW membership at any time. Any active Plan would continue to the end of its purchased period, regardless. Unused time in a Plan cannot be credited back. To the extent permitted by the applicable law, payments are non-refundable and we do not provide refunds or credits for any partially used Plan periods. To cancel your membership, go to the "Account Settings" page and "Unlink Account".
5. Plans.
  - 5.1. We may change our plans and prices from time to time.
  - 5.2. Plans are based on time where a "day" is 24-hrs from when you purchase and have received a text confirmation.
  - 5.3. Different Plans can be purchased at once and will run consecutively while multiple purchases of the same Plan will run one after the other.
  - 5.4. Plans do not auto renew and run for a fixed time.
6. TTV NOW Service
  - 6.1. The TTV NOW service and any content viewed through the app or website are for your personal and non-commercial use only and may not be shared with individuals beyond your household. During your TTV NOW membership we grant you a limited, non-exclusive, non-transferable right to access the TTV NOW service and view TTV NOW content. Except for the foregoing, no right, title or interest shall be transferred to you. You agree not to use the service for public performances.
  - 6.2. TTV NOW content is only available within the Solomon Islands.
  - 6.3. TTV NOW content may change and be updated and or replaced from time to time.
  - 6.4. You agree to use the TTV NOW service, including all features and functionalities associated therewith, in accordance with all applicable laws, rules and regulations, or other restrictions on use of the service or content therein. You agree not to copy, reproduce, distribute, modify, display, perform, publish, license, create derivative works from, offer for sale, or content and information contained on or obtained from or through the TTV NOW service. You also agree not to: circumvent, remove, alter, deactivate, degrade or thwart any of the content protections in the TTV NOW service; use any robot, spider, scraper or other automated means to access the TTV NOW service; decompile, reverse engineer or disassemble any software or other products or processes accessible through the TTV NOW service; insert any code or product or manipulate the content of the TTV NOW service in any way; or use any data mining, data gathering or extraction method. In addition, you agree not to upload, post, e-mail or otherwise send or transmit any material designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the TTV NOW service, including any software viruses or any other computer code, files or programs. We may terminate or restrict your use of our service if you violate these Terms of Use or are engaged in illegal or fraudulent use of the service.
  - 6.5. The quality of the display of the TTV NOW content may vary from device to device, and may be affected by a variety of factors, such as your location, the bandwidth available through and/or speed of your Internet connection. HD availability is subject to your Internet service

and device capabilities. Not all content is available in HD and not all subscription plans allow you to receive content in all formats.

- 6.6. Data is zero rated on all TTV NOW plans.
- 6.7. The time taken to begin playing TTV NOW content after pressing the play button will vary based on a number of factors, including your location, available bandwidth at the time, the content you have selected and the configuration of your TTV NOW ready device.
- 6.8. TTV NOW software is designed to enable viewing of TTV NOW content through TTV NOW ready devices. You acknowledge that the use of the service may require third party software that is subject to third party licenses. You agree that you may automatically receive updated versions of the TTV NOW and related third-party software.
- 6.9. Passwords and Account Access. The member who created the TTV NOW account (the "Account Owner") has access and control over the TTV NOW account and the TTV NOW ready devices that are used to access our service and is responsible for any activity that occurs through the TTV NOW account. The Account Owner should maintain control over the TTV NOW ready devices that are used to access the service and not reveal the password or details of their Facebook account to anyone. You are responsible for updating and maintaining the accuracy of the information you provide to us relating to your account. We can terminate your account or place your account on hold in order to protect you, TTV NOW or our partners from identity theft or other fraudulent activity.
7. Warranties and Limitations on Liability.
  - 7.1. The TTV NOW service is provided "as is" and without warranty or condition. In particular, our service may not be uninterrupted or error-free. You waive all special, indirect and consequential damages against us. These terms will not limit any non-waivable warranties or consumer protection rights that you may be entitled to under the laws of the Solomon Islands.
8. Miscellaneous
  - 8.1. Governing Law. These Terms of Use shall be governed by and construed in accordance with the laws of the Solomon Islands.
  - 8.2. Unsolicited Materials. TTV NOW does not accept unsolicited materials or ideas for TTV NOW content.
  - 8.3. Customer Support. To find more information about our service and its features or if you need assistance with your account, please visit the TTV NOW FAQ (Frequently Asked Questions) on the app or website.
  - 8.4. Survival. If any provision or provisions of these Terms of Use shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full force and effect.
  - 8.5. Changes to Terms of Use and Assignment. TTV NOW may, from time to time, change these Terms of Use.
  - 8.6. Electronic Communications. We may send you information relating to our services in electronic form only, for example via emails to your email address provided during registration.
9. TV NOW application. The TTV NOW application is downloadable from the Google Play Store for Android devices running on Version 5 and above.

**Last Updated:** 26<sup>th</sup> December, 2020