

# MS Medianet App Terms of Use

Medianet provides a subscription service through their Multi – Screen Application which allows Customers to access Medianet Content streamed over the Internet to MS Ready Devices.

The Terms of Use govern your use of this Service.

## 1. Definitions

"Agreement" means these Terms of Use as may be amended from time to time by Medianet.

"Charges" means the amount (inclusive of taxes and any other fees or surcharges) payable to Medianet by the Customer for the provision of the Service. The Charge will vary based on criteria set by Medianet which can be varied at any time without notice.

"Customer/Subscriber" means you (the person who enters into this Agreement with Medianet for the provision of the Service) and shall also mean:

- (i) anyone who uses the App;
- (ii) the Customer who orders the Service; and
- (iii) belonging to the Customer, as the case may be and as the context so requires.

"Customer User Information" means all personal identification details of the Customer collected by Medianet in relation to the provision of the Service and data collected during the Customer's use of the Service. Data may be monitored, collected, stored, and used by Medianet, including but not limited to data about App usage and environment (such as operating system, device version, browser, and language), and personal data such as user name, email, Medianet customer account, and IP addresses.

"Intellectual Property Rights" means copyright, patents, trademarks, trade names, service marks, business names, design rights, database rights, semi-conductor topography rights, rights in undisclosed or confidential information and all other intellectual property or similar proprietary rights of whatever nature (whether registered or not and including applications to register or rights to apply for registration) which may now or in the future subsist anywhere in the world.

"Medianet" means Medianet Private Limited (A Maldivian limited liability company bearing Company Registration No. C-0349/2005).

"Medianet Content" means TV channels, movies, TV shows, or any other materials available through the Service to which access varies based on the subscription packages offered by Medianet.

"Medianet Confidential Information" means all information (whether written or oral) regarding Medianet, its Intellectual Property Rights and Service.

"Multi – Screen Application" (also known as "MS App" or "MS" or "App") means the application known owned by Medianet as Multi – Screen by which the Service is delivered, downloadable on the Apple App Store and Google Play Store and accessible by web browser through the URL [tve.medianet.mv](https://medianet.mv).

"Medianet Multi - Screen Privacy Policy" (also known as "MS Privacy Policy") means the document posted on <https://medianet.mv/downloadfile/263703d6120ce2b7b47c49a45070b441> which details Medianet's policies regarding the collection, use, and disclosure of Customer User Information.

"MS Ready Devices" means certain Internet-connected computers, tablets, smartphones, and other devices capable of accessing the App and using the Service.

"Registration Form" means the registration form on the App governed by these Terms of Use in which a Customer has entered the requested information to receive a user account on the App and subscribe to the Service.

"Service" means the service provided by the App for discovering and watching Medianet Content using MS Ready Devices, including all features and functionalities, the website, user interfaces, as well as all content and software associated with Medianet's service.

"Terms of Use" means the terms of use set out herein.

"Third Party Content" means audio, video, data and other media over which Medianet exercises no editorial or programming control.

## 2. Service Provision and Pre-requisites

2.1 Medianet shall provide the Service subject to the provisions of these Terms of Use and the MS Privacy Policy.

2.2 Your use of the App signifies your consenting to this Agreement.

2.3 Customer must be at least 18 years of age to assume the responsibilities of this Agreement. Minors may use the Service only if one of their parents or legal guardians assumes the responsibilities of this Agreement and thereby assume full responsibility for their use of the Service.

2.4 If Customer is subscribed to a Medianet residential cable TV package, which is governed by its own terms and conditions that are not affected in any manner by this Agreement, under either a Basic, Family, or Want It All package, then Customer will be able to subscribe to packages of the Service that are not available to customers without a Medianet residential cable TV package. The use of a package of the Service conditional on an active Medianet residential cable TV package means that if the residential cable TV package were to expire then Customer would lose access to the Service and Customer would need to pay for the Medianet residential cable TV package to regain access to the Service.

2.5 The Customer who, using the Registration Form, created the user account responsible for accessing the Service is responsible for maintaining control over the MS Ready Devices that are used to access the Service and must not reveal the password to their user account to anyone.

## 3. Charges and Payment

3.1 Medianet will offer the sale of top up services for all Customers. The Charges are payable by the Customer monthly in advance.

3.2 Medianet reserves the right to make changes to the Charges without prior notice.

3.3 If the Customer is subscribing under a promotional subscription fee, additional restrictions may apply in accordance with additional terms and conditions.

3.4 The Charges do not include any services, features or functionality other than those provided under the Service subscribed to by the Customer.

## 4. Provision of Information to Medianet

4.1 The Customer agrees to provide true, accurate, complete and up-to-date information to Medianet as requested on the Registration Form, including but not limited to the Customer's name and other necessary details upon any request made by Medianet from time to time.

4.2 Customer will promptly notify Medianet of any changes in the information provided under clause 4.1 above during the term of this Agreement.

4.3 Medianet reserves the right to terminate the Service without notice if the Customer has given Medianet inaccurate or incomplete information in any respect. Medianet respects the privacy of the Customer's User Information and will not disclose any of the Customer's User Information except as permitted by this Agreement and the MS

Privacy Policy or unless Medianet is legally required to disclose such information to the relevant authorities.

4.4 Medianet may retain the Customer's personal data provided pursuant to this clause or otherwise in accordance with these Terms of Use and the MS Privacy Policy, and the Customer authorizes Medianet to use such personal data in order to:

- (i) provide the Service;
- (ii) maintain a record following termination of this Agreement; and
- (iii) otherwise disclose or use such data in order to comply with Medianet's legal obligations.

## 5. Changes to Medianet Content and the Service

5.1 Medianet may at its sole discretion and from time to time change, add, or remove Medianet Content without notice.

5.2 Medianet may at its discretion and from time to time change, add, or remove features and functionality of the Service without notice.

5.2 Medianet reserves the right to discontinue one, some, or all of the features of the Service the Customer receive at any time without notice.

5.3 Medianet may at its discretion discontinue the provision of updates to certain features depending on compliance. This means that whilst certain Services may receive continued updates and functionality, Medianet is not required to provide such updates to the Customer's Service.

5.4 The level of service Medianet provides may not be the same for every customer; as some packages providing the Service or some MS Ready Devices may support different features and functionality. Medianet is under no obligation to provide all features and functionality to the Customer's Service.

5.5 The Service is not available outside of Maldives.

## 6. Copyright

6.1 Third Party Content is protected by copyright law and other applicable laws.

6.2 Programming under Third Party Content is not under Medianet's control. Third Party Content providers may restrict or limit the ability to view, playback from beginning, catch up, record, or otherwise interact with particular programmes or channels and Third Party Content providers may restrict or revoke access to their content at any time.

6.3 Medianet is not responsible for and has no editorial control over any Third Party Content and Medianet has no control over the distribution

of such content. Medianet accepts no liability in relation to any Third Party Content.

6.4 As not all content delivered through the platform are not owned or produced by Medianet, Medianet shall strive to ensure that all content delivered conform to legal, moral and ethical standards and may, from time to time, impose specific censoring of audio, video or the combination thereof, to the extent necessary to comply with the law.

6.5 Customer must not copy, distribute copies, show in public, rebroadcast or relay any part of the Medianet Content provided to the Customer as part of the Service. Customer may only strictly use the Service for private use and it must not be used for commercial purposes or be accessible by the general public or in a communal viewing area accessible to the public.

6.6 In the event that the Customer is identified as the source of any illegal copying of Medianet Content or the Customer has gained access to Medianet Content on the Service which the Customer is not authorized to access, Medianet reserves the right to without notice:

- (i) suspend and/or terminate this Agreement, and
- (ii) provide the Customer's details to any owner/licensor of copyright in the illegally copied programme and/or the relevant authorities for the purpose of prosecution/investigation of such an offence. and
- (iii) to take any other such appropriate legal action;

6.7 Medianet may disable or alter some functions of the Service to prevent any infringing acts.

6.8 Any breaches of Clause 6 may infringe the copyright of third parties and the Customer will be responsible for any claims made against Medianet for losses suffered as a result of actual or claimed copyright infringement committed by the Customer or any other person using the Customer's user accounts or MS Ready Device(s), and the Customer hereby agrees to fully indemnify Medianet for any such losses suffered due to such claims and/or infringement.

## 7. Advertising and Promotions

Medianet reserves the right to display content or broadcast advertising and promotional material as part of Service.

## 8. Termination of Service

8.1 The Customer may terminate this Agreement, and the Customer's right to use the Service, for any reason, by submitting an official termination request to the front office of Medianet.

8.2 Medianet may unconditionally terminate this Service by giving prior notice to the Customer.

8.3 Medianet reserves the right to immediately suspend or terminate the Service, and terminate this Agreement, if the Customer breaches any provision in this Agreement, fails to comply with any reasonable instructions relating to the Service, misuses the Service, and/or uses the Service in such a manner as to infringe upon the Intellectual Property Rights of Medianet or any third party, and/or uses the Service for a commercial purpose or to generate any profit.

8.4 Medianet may also suspend the Service with immediate effect where:

- (i) it is necessary in order to carry out any maintenance or repair to the Service;
- (ii) the relevant government authorities within the Republic of Maldives or elsewhere require Medianet to suspend the Service for whatever reason; or
- (iii) Medianet has reason to suspect that the Customer is in breach of any part of this Agreement.

8.5 None of the rights which either Medianet or the Customer have accrued as a result of these Terms of Use prior to the date of termination shall be lost or otherwise affected following termination. The rights with regards to the use, disclosure and retention of Customer User Information shall be in accordance with the provisions of these Terms of Use and MS Privacy Policy.

## 9. Liability and Indemnity

9.1 Medianet will not be liable for failure to provide the Service caused by events outside Medianet's control.

9.2 Medianet shall not have any liability to the Customer in respect of the Customer's use of the Service which is not in accordance with these Terms and Conditions.

9.3 Medianet shall not be liable to the Customer, whether in contract, tort or otherwise arising out of this Agreement for:

- (i) any loss of profits, revenue, anticipated savings, loss or corruption of data, loss of contract or opportunity or loss of goodwill; or
- (ii) any indirect or consequential loss of whatever nature, which could be described as indirect or consequential and whether or not reasonably foreseeable, or reasonably contemplatable, or actually contemplated by the parties at the time of the commencement of the Service.

9.4 If Medianet shall be liable to the Customer in contract, tort, under statute or otherwise, Medianet's liability shall be limited to the equivalent cost of one (1) month's Charges for the subscribed package.

9.5 The Customer agrees to indemnify, defend and hold Medianet harmless absolutely from and against all costs, losses, claims, damages and expenses (including without limitation any legal costs) of any kind whatsoever, whether foreseeable or not, that may be suffered by Medianet as a result of the Customer's use of the Service (or anyone

using the Service with the Customer's permission), which are brought or threatened against Medianet by a third party where the Customer is at fault.

#### 10. Title to Software and Intellectual Property Rights

10.1 Medianet retains title to and ownership of all the software for the Service and certain Intellectual Property Rights in the Service and nothing in these Terms of Use shall operate as a transfer or licence to the Customer of the same. The Customer agrees not to do anything to limit, interfere with, or otherwise jeopardize in any manner such rights, title and interest.

10.2 Medianet also retains ownership of all Medianet Intellectual Property Rights. In the case of third party software delivered by Medianet to the Service, the applicable third party retains title to and ownership of its software, copyrights and trademarks.

10.3 Any attempt to disassemble, decompile, create derivative works of, reverse engineer, modify, sublicense, reproduce, copy, distribute or use for other purposes either the Service or its software is strictly prohibited and will warrant immediate termination of this Agreement.

#### 11. Warranties Disclaimer

11.1 Medianet cannot guarantee that the Service will be free from faults and interruptions which arise from factors which are outside Medianet's control, whether as a result of network performance, third party interference or otherwise. The Customer accepts that they may not be able to receive the Service where certain technical restrictions arise, although Medianet shall use reasonable endeavors to keep any disruption to the provision of the Service in such circumstances to a minimum.

11.2 The Customer understands and agree that the Service is provided on an "as is" and "as available" basis. Medianet makes no warranty that Medianet service will meet the Customer's requirements or that use of the Service will be uninterrupted, timely, secure, or error-free, nor does Medianet make any warranty as to the accuracy or reliability of any information which is obtained through the Service (including Third Party Content).

11.3 Medianet does not warrant that data and content provided through the Service will be free of errors. Medianet shall not be liable for any damages to, or damages that may happen to the Customer's devices and its software or any other hardware.

#### 12. Protection of Personal Information

12.1 The Customer acknowledges and expressly agrees to Medianet collecting personal information about the Customer. Such information may be collected from the Customer and others when the Customer or anyone else uses the Service or any other service provided by Medianet.

12.2 The Customer acknowledges and expressly consents to Medianet using the Customer's User Information for any lawful purpose including but not limited to providing the Customer with the Service, account management, billing, debt collection, credit assessments, directory purposes, market research, customer profiling, product and service development, marketing and customer care.

12.3 The Customer's User Information may be retained in a secure environment.

12.4 The Customer acknowledges that calls to Medianet's Call Centre may be recorded for training and quality control purposes.

12.5 The Customer acknowledges and expressly consents to Medianet disclosing the Customer's User Information to third parties (such as to Medianet's agents, credit agents and others) for purposes including credit referencing, fraud detection and prevention, debt collection, investigating insurance claims, directory purposes, for any reason required by law.

12.6 The Customer agrees that Medianet may contact any person or reference provided by the Customer to verify the accuracy of the Customer's account details. The Customer acknowledges that Medianet, or its agents, may from time to time contact them by post, telephone, in person, email, text message or message via Medianet Network regarding details of promotions, competitions, upcoming events, news or our other products and services. The Customer hereby expressly consent to such contact.

#### 13. Resolving complaints

13.1 If the Customer has a complaint or dispute regarding the Service or any other service provided by Medianet the Customer may avail of Medianet's formal complaints procedure by calling the Medianet Call Centre on 332 0800 or by sending an email to: [info@medianet.com.mv](mailto:info@medianet.com.mv).

#### 14. Miscellaneous provisions

14.1 Medianet reserves the right to amend these Terms of Use at any time without notice and without the consent of the Customer. If Medianet does make any amendments it may inform you of such changes either by posting the changes on its website at [www.medianet.mv](http://www.medianet.mv) or by any other means as Medianet sees fit. The Customer agrees that their continued use of the Service after any such

amendments to the Terms of Use shall be evidence of intention to be bound by the Terms of Use as amended.

14.2 This Agreement together with all documents which are referred to in the Terms of Use represent the entire agreement between Medianet and the Customer and they supersede all prior agreements between the parties with respect to the Service. Notwithstanding the foregoing, this Agreement will have no effect on any agreement between Customer and Medianet with respect to a Medianet residential cable TV package.

14.3 In the event of any conflict with respect to Medianet's cable TV service between the provisions of this Agreement and the provisions of the Medianet Terms and Conditions regarding to a Customer's Medianet residential cable TV service, the provision(s) in the Medianet Terms and Conditions regarding the residential cable TV service shall prevail insofar as the provisions conflict.

14.4 The laws of the Republic of Maldives apply to this Agreement.

14.5 In the event of a dispute between the parties that cannot be resolved by negotiation or mediation, both parties shall submit to the exclusive jurisdiction of the Maldivian courts of law.

14.6 Customers hereby agree that any dispute arising under Clause 14.4 shall be referred to Civil Court located in Male' and hereby irrevocably agree to forgo and waive the right granted under law to refer the matter to any other court having original jurisdiction to hear the matter.

14.7 Medianet will not be responsible for its failure to perform all or any of its duties arising under these Terms of Use where any event beyond its reasonable control occurs. Such events include but are not limited to acts of God, fire, acts of terrorism, war, civil commotion, embargo, labour dispute, power failure, acts of government or regulatory authorities or failure of telecommunications systems which impact upon Medianet's ability to provide the Service.

14.8 If any part of these Terms of Use becomes to any extent illegal, invalid or unenforceable, it shall to that extent be deemed to no longer form part of these Terms of Use. This will not affect the legality, validity or enforceability of any of the remaining Terms of Use which shall continue in force.

14.9 The Customer may not assign or otherwise dispose of any of their rights or obligations under this Agreement without Medianet's prior written consent which may be withheld for any reason whatsoever.