

## **Terms and Conditions**

### **Acceptance of This Agreement**

1. This agreement is subject to the laws of Ghana and both parties hereby consent to the exclusive jurisdiction of the courts of Ghana.
2. You will be bound by an agreement with Next Generation Broadcasting Ghana Limited ('NGB'), if your application is accepted by NGB to become a subscriber of Smart TV. If NGB rejects your application, we will not have any obligations or liabilities towards you.

### **Fees**

3. Your monthly subscription fee is prepaid. Payment methods include purchase of scratch cards from Smart TV distributors or cash or cheques paid in at your local Smart TV bouquet office. Any future payment methods adopted by Smart TV will be communicated to you through various communication methods.
4. NGB reserves the right to charge a reconnection fee if you default in payments as provided in this Agreement. NGB also reserves the right to waive such fees at its discretion.
5. NGB reserves the right to increase the subscription fees from time to time and also adjust these fees should the exchange rate of the local currency against the US\$ fluctuate beyond our current assumed conversion rates. You will be notified in due time should any such change in fees become necessary.
6. If you do not pay the requisite fees in full for the forthcoming subscription period on or before the Due Date, your subscription to the Smart TV Service will automatically expire and your Program card will be disabled at the end of the subscription period for which you have paid..

### **User Manual**

7. Activation of Smart TV service is according to the standard instructions contained in the Smart TV user manual provided with the product package.
8. You agree to comply with the User Manual applicable to the Approved decoder used by you, if any.
9. If there is any conflict between the provisions of this Agreement and the User Manual, the provisions of this Agreement shall prevail.

### **Changes to Services / Service Interruptions**

10. Smart TV is consistently working on improving the services that we offer you and may therefore download new software to your Smart TV decoder from time to time. NGB reserves the right to do so without prejudice to the interest of upgrading the Smart TV decoder and software offering to you.
11. As a Digital Terrestrial Television (DTT) service provider we might need to change, improve or move our broadcast platform in the future due to the lifespan of DTT technology. In the event of this occurring, SMART TV will communicate such a need to you by onscreen advertising, email or post.
12. Smart TV has no liability for delays in or interruption to Smart TV Services except that, if for reasons within Smart TV's reasonable control, for more than twenty-four (24) consecutive hours,

service on all its channels is interrupted, Smart TV will give me a prorated credit for the period of such interruption or failure if I request one within 30 days of the interruption or failure. In no event shall Smart TV be required to credit me an amount in excess of applicable service fees.

### **Maintenance and Ownership of Equipment/Hardware**

13. In the case where the Smart TV decoder purchased is subsidized, a 12month binding period is applicable. You should pay 12 months subscription to own the Smart TV decoder.
14. Tampering with the Smart TV decoder or program card is prohibited; no person, other than authorized Smart TV staff or technicians authorized by Smart TV is allowed to open the decoder. Any attempt to do this will invalidate your warranty.
15. Retransmission and/or Redistribution of Smart TV service is not allowed in any form, unless otherwise with an advanced written consent of Smart TV. A breach of this condition will lead to an immediate termination of this Agreement and possible damages under the applicable law.
16. Whilst NGB may assign its rights to any party, you may not do so without the prior consent of NGB. Any such request must be dealt with as a change of ownership and Smart TV must be notified in writing by you reasonably prior to such intended assignment with the sufficient information about the new owner. Should you wish to transfer ownership, you will need to ensure that your account is fully paid before this transfer can be initiated.
17. NGB may disable the smartcard, temporarily or permanently, if
  - a. The Program card is damaged, lost or stolen;
  - b. You are in breach of this Agreement
  - c. The period for which you paid your subscription to Smart TV has expired, or
  - d. It is otherwise reasonable to do so.
18. NGB recommends that you:
  - a. Access the Smart TV Service by using a Program card supplied by Smart TV in an Approved decoder and in accordance with the User Manual, if any;
  - b. Keep the Program card in the Approved decoder
19. If your Program card is damaged, lost or stolen
  - a. You must inform Smart TV immediately
  - b. Smart TV or one of its duly authorized representatives will replace the Program card subject to the payment by you of a replacement fee.

### **Restrictions on receipt of and use of Smart TV Service**

20. You are not permitted to use your decoder and program card outside the Territory of Ghana.
21. Smart TV reserves the right to change programming content without prior notice. The changes may be applicable to programs within a channel or to the channel line-up itself.

### **Limited Warranty**

22. It is in your interest that you take adequate precautions to ensure that your Smart TV decoder does not get damaged by fluctuating power.
23. Your Smart TV decoder has a 12 month warranty which will remain in effect for the duration of the first 12 months from the day your Smart TV product is purchased. Your warranty will however, be invalid if other terms and conditions are not met.
24. Your antenna reception equipment (UHF) is not covered by the Smart TV decoder warranty.

25. Smart TV does not offer any warranty regarding the reception of our services or the quality of the content you receive and nor will we be held liable for any damages resulting there from.

### **Communications with you**

26. Smart TV will use the personal information as supplied in this agreement as your address for any communication and service provision. Should your address or other personal information change, please notify Smart TV of the change to the information as soon as possible.
27. Smart TV may communicate with you, amongst other methods, by means of e-mail, on-air communications, or by way of text or other messages to your cellular phone or to your decoder for display on your television screen.
28. The nature of such messages will vary, and Smart TV may use such messages, amongst other things, to:
- a. Promote Smart TV's Services and/or those of our channel suppliers and clients;
  - b. Advise you of the status of your account
  - c. Inform you about your expiring subscription unless it is renewed on or before a particular date;
  - d. Inform you about the Smart TV Service and operational systems, and changes to these.

### **Amendment of Agreement**

29. NGB may amend this Agreement from time to time by way of a General Amendment, In this event, Smart TV will post the revised agreement on its website and make it available in Smart TV's offices or the offices of our duly authorized representatives.
30. You agree to be bound by this Agreement as amended from time to time.

### **Content**

31. Smart TV will not be held responsible or liable if you perceive that our program content as being offensive.

### **Intellectual Property**

32. NGB is the legitimate holder of all intellectual property rights in relation to Smart TV decoder and the program card and will be in all position to defend these rights should you attempt to infringe such rights in any manner. By accepting this Agreement, you agree that you do not have and will not claim any rights to our systems and services and that you will protect our rights at all times with all necessary efforts.

### **Termination of this Agreement**

33. The agreement between NGB and you is binding until either of us gives the other a notice of 1 month prior to the intended termination unless otherwise specified under this Agreement.
34. Smart TV will deny access to signal on your Program card if you are in breach of this agreement.