

## Terms of Use - NOW TV Powered by Sky

These Terms of Use set out the agreement between you and NOW TV, so please take some time to read over them and understand them. By signing-up to NOW TV, you confirm that you are bound by these Terms of Use. These Terms of Use were last updated in March 2013 to reflect the addition of the Sky Sports Day Pass to removal of 'Pay & Pay' from the NOW TV service.

### **What is NOW TV?**

With NOW TV, you can either subscribe to the Sky Movies Pass service or purchase a Sky Sports Day Pass.

### **Sky Movies Pass**

#### **What is it?**

This gives you access to a great range of on-demand content and movie channels.

#### **How much does it cost?**

There's no sign-up fee. There's a monthly subscription fee which you pay when you sign up and then each month after that until you cancel.

#### **A bit more detail**

Your card will be debited on the day you sign up for the Sky Movies Pass, and you'll get access to the service straight away. You'll continue to have access to the Sky Movies Pass service, month after month, until you cancel it. You'll be charged on the same date every month.

Don't worry, there's no long term commitment. You can cancel any time before your next month is due to start, and, when you cancel it, you'll continue to have access to the Sky Movies Pass service until the end of the month you've paid for (i.e. your 'usage month') but it won't be automatically renewed after that. You can of course re-activate the Sky Movies Pass service on your account at a later point.

#### **What happens if NOW TV changes the service?**

From time to time we might make changes to the Sky Movies Pass service. We'll try not to make changes without notifying you in advance, and we won't make changes that materially disadvantage you during a usage month which you've already paid for (unless it's for reasons beyond our control).

We'll give you notice of changes which are likely to affect you during future usage months – we'll aim to notify you at least 7 days before the start of the affected usage month, so you'll have enough time to stop your Sky Movies Pass subscription before the change takes place.

If you don't stop the Sky Movies Pass subscription after we've notified you and before the change takes place, and you continue to use the service, we'll take that as your acceptance of the amended service.

### **Sky Sports Day Pass.**

#### **What is it?**

This gives you access to live streamed sports channels via a compatible registered device for a 24 hour period.

#### **How much does it cost?**

There's no sign-up fee. You will just need to pay each time you purchase a Sky Sports Day Pass.

Your Sky Sports Day Pass will not automatically renew. Each time you log in, we will notify you of how long you have left on any active pass and if you are watching sports content, we will notify you before your pass expires so you have the option to purchase and activate a new one. You can also track how much viewing time you have left of your 24 hour access period within either the 'My TV' area or the electronic planner guide on the nowtv.com website.

#### **A bit more detail**

Your card will be debited on the day you sign up for the Sky Sports Day Pass, and you'll get access to the service straight away. You will have the option after purchasing your Sky Sports Day Pass to either start your pass straight away or at a later date. If you choose to save your pass for a later date, how long you have to watch any content included in the Sky Sports Day Pass before it is automatically deleted will be displayed as part of your 'my account' information.

Once you start watching, the 24 hour access period for your Sky Sports Day Pass will begin and will end 24 hours later. Stopping watching will not extend this period so make sure you choose your start time carefully!

#### **What happens if NOW TV changes the service?**

We might change some of or all of the service from time to time. If we change the Sky Sports Day Pass service, we will give you notice on the NOW TV website.

### **Who can sign up to NOW TV?**

Anyone aged 18 or over living in the UK (including the Isle of Man and Channel Islands) can sign up to use NOW TV.

### **How much does it cost?**

The amount you pay will depend on how you want to use NOW TV. There's more information above, and detailed pricing information is displayed on the NOW TV website.

### **Great, how do I sign up?**

Signing-up is easy. Once you're ready, simply go to [nowtv.com](http://nowtv.com) to sign up. You'll notice that NOW TV is an online service which is powered by Sky, so you'll need a Sky ID. [If you already have one you can use that.](#) Please read the rest of these Terms of Use before signing-up.

### **What network connection do I need to watch NOW TV?**

You need broadband or a 3G mobile network to stream content from NOW TV. You'll need a fast enough line and an adequate broadband data allowance. To stream via broadband, we recommend a minimum 2Mbps connection - remember that your streaming rates depend on network load in the home and could be affected by other users using the broadband connection at the same time. If you're using a 3G mobile network, you'll need a connection speed of at least 180Kbps (or higher - depending on what you want to watch and the device you're using).

Obviously, you'll be responsible for all costs charged by your mobile network and broadband providers and your internet service provider. Remember that streaming audio-visual content can use up a lot of data, so if your broadband package doesn't give you unlimited downloads you need to check that you have an adequate monthly data allowance. Sky's Broadband Unlimited package is an example of one which offers truly unlimited downloads.

### **Which devices can I watch NOW TV on?**

There's a full list of compatible devices on the NOW TV website. Certain services or content may not be available on all devices.

### **Can a member of my family/household access NOW TV using my account too?**

This won't be possible from the launch of NOW TV, though in the future we may allow you to nominate 'Additional Users' i.e. other members of your household who are authorised to use your account, and for whom you're responsible. Details will be provided on the NOW TV website. Any charges incurred by your Additional Users will be debited from your card using the details you provided when signing-up, and are your (i.e. the main card holder's) responsibility. In order that you and we can control the access of your Additional Users, they'll have their own log-in details and password.

### **Do you provide PIN controls to protect and help manage my account?**

There are various features (like PIN protection) which can help you control your account. Most of these features can be controlled within the service but in some cases you will need to do so using the settings on your device – there's more information on the NOW TV website.

### **How do I cancel/stop getting the Sky Movies Pass service?**

To stop the Sky Movies Pass service, follow these [instructions](#). If the period it covers hasn't started, you won't be charged for it. Remember, once your access to the Sky Movies Pass service stops, you won't be able to watch anything you haven't finished (or started) watching. If you stop the Sky Movies Pass service you can always re-activate it on your account at a later date.

Right to cancel in certain circumstances: When you [first](#) join the Sky Movies Pass service [or when you purchase a Sky Sports Day Pass](#), you also have the right to cancel ~~this the relevant~~ service within the first 14 days of joining/[your purchase](#) **provided you haven't started to watch/use** the [relevant Sky Movies Pass](#) service. If you want to exercise this right you'll need to notify us using the details on the NOW TV website. If you exercise this right and you have paid to first join the Sky Movies Pass service [or the Sky Sports Day Pass service](#), that payment will be refunded to you. Once you start to watch/use [the applicable service](#) ~~the Sky Movies Pass service~~ you won't be entitled to a refund. This right does not arise if you re-activate the Sky Movies Pass on your account at a later date after previously stopping it.

[Please note, you can still take out a Sky Sports Day Pass even if you stop the Sky Movies Pass service.](#)

### **How do I contact NOW TV if something goes wrong?**

You can contact us for any customer service reasons using the contact details set out on the NOW TV website.

### **How will NOW TV contact me?**

If we need to contact you (including to give 'notice' as described in these Terms of Use), we'll do so electronically, e.g. via email, via the NOW TV website, via a notification within the service or a notice 'pushed' to your device (or any other method we notify you of). Notifications will be deemed to have been delivered on the day they're sent, provided we haven't received a failed delivery notice (in which case we'll send a notice via the NOW TV website (which you should check regularly) and they'll be deemed sent the day after they appear on the NOW TV website). We'll send notices to you using the contact details you've given us, so please make sure you've provided us with accurate contact details, and keep us up to date if they change.

### **A BIT MORE DETAIL**

In these Terms of Use, and on the NOW TV website, "**service(s)**" means the services provided by NOW TV to its users, "**content**" means the selection of on-demand content and linear channels that will be made available via the NOW TV services, and "**device(s)**" means compatible, registered device(s).

### **Your permission to access the services and content**

You may only access the content and some services in the UK (including the Channel Islands and Isle of Man).

You may only use the services and content in the ways expressly permitted in these Terms of Use (as updated from time to time). You can only access the services and content for your personal, non-commercial use. You must follow our reasonable instructions and requirements in relation to how you use the service and content.

Some examples of the things you **mustn't** do:

- i) Copy, rent, sell, reproduce, publish, republish, post, broadcast, frame, transmit the services or content (or any part of them), or make them available to the public, or authorise or assist anyone else to do so, except as permitted under the Copyright Designs and Patents Act 1988, as amended from time to time ("Act"). The exceptions in the Act are limited and you must make sure you are legally entitled to rely on one of them;
- ii) make any direct or indirect charge for watching or using any part of the services or content;
- iii) show any of the content or any part of the service in public to an audience, even if no direct or indirect charge is made;
- iv) access or use the services or content for any improper or unlawful purpose or allow anyone else to do so.

### **Access periods**

The timeframes in which you may watch some parts of the content or access some parts of the services may be limited to certain 'access periods'. For example, the Sky Sports Day Pass service lasts for a period of 24 hours from the time you activate your pass or start watching any content included in the Sky Sports Day Pass. Stopping, pausing or re-starting content won't extend the access period for watching it. Once the relevant access period has expired, the content will no longer be available to you. If an access period is applicable, it will be stated on the NOW TV website at the time you purchase content.

### **What happens if you don't or can't watch the content you've paid for?**

If you're **unable** to watch content which you've paid for, for reasons beyond your control (like a fault with your line, or your broadband speed isn't sufficient, or due to our fault), **let us know within 28 days of paying for that content** so we can run a test on your line and we may give you a refund for the relevant amount.

### **NOW TV Community Forum**

Your use of the NOW TV Community Forum is governed by separate rules (referred to as the Rules of the Road) which you can find at the end of these Terms of Use.

### **Intellectual property rights**

The services (and any other material or software made available as part of the services) and content are protected by intellectual property laws, our agreements with third parties, and these Terms of Use. All copyright, trade-marks and all other intellectual property rights in the services and the content (and any other material, software or content made available as part of the services) will remain ours or, where applicable, our third party content partners/providers.

You mustn't copy (except as permitted under the Act (defined above), publish or republish, post, transmit, reverse engineer, decrypt, decompile, disassemble, alter or commercially exploit the software which we allow you to use or access in order to provide the service.

### Changes to the service and content

The **content** will change regularly – that means on any given day, week or month, fresh and exciting movies, TV shows, channels etc may become available (and other movies, TV shows, channels etc will stop being available). It won't be practical for us to notify you in advance of all content changes and instead you should keep checking the NOW TV website for details of what's available.

We may also change the **services** from time to time. We'll try to avoid making any significant changes to the services which are likely to be to your material disadvantage, but, if we do so, we'll aim to notify you in accordance with these Terms of Use.

In relation to any service you've paid for but which hasn't yet expired (e.g. if you're a Sky Movies Pass subscriber and you're in the middle of a usage month), we'll try to make sure that changes to our services or prices won't adversely affect you during the relevant usage period i.e. during the usage month that you've already paid for. If changes are likely to significantly affect you during future usage months, we'll aim to notify you of any such changes at least 7 days before the start of the relevant usage month – so you can cancel the service before the next usage month starts.

Some of the content we provide is supplied by third parties. The availability of such content is outside our control and we may be unable to make certain programmes available via the service (including live channels) or we may be unable to show certain content on certain devices. We'll use our reasonable efforts to notify you in advance (via the NOW TV website, within the electronic planner guide within the service –or otherwise) about device restrictions and the unavailability of certain content. In addition, some features of the channels available via the NOW TV service may differ from the channels broadcast on other platforms. For example, features such as teletext and the red button may be unavailable.

In some cases it might not be possible or practical to give you advance notice; for example, if an urgent change is required for security reasons, or due to a request or demand or threat of action from a regulatory authority or other third party, or the rate of VAT changes, or for any other reason which is beyond our reasonable control. In such circumstances we will give you as much notice as we consider practical and we may, in our sole discretion, issue you with a refund or part refund for the remainder of the period which you've already paid for unless you continue to use the services or relevant part of the services.

### Devices

You (or your Additional User) can only register up to four a two devices on your account. Of the four you register, only two and both devices can be used at any one time. –You'll be able to swap your registered devices a limited number of times (normally one device once a month). See the NOW TV website for further details.

The services and content available via each device may differ. Please see the NOW TV website for further details about which devices are compatible with NOW TV.

You must ensure that your devices meet the minimum hardware, systems and software requirements, as set out on the NOW TV website and updated by us from time to time. It's important to note that you **mustn't** transfer content to any unauthorised devices, or attempt to access the services or content via any media or device other than your compatible registered devices in the ways expressly permitted by these Terms of Use.

From time to time device manufacturers or the provider of the device operating system may impose changes that limit or restrict your use of NOW TV on that device. If this happens we'll try to notify you of these changes in advance, but as we have no control over these manufacturers and providers it may not always be possible to do so.

For security reasons and to protect the rights of our content partners NOW TV may not be supported on a device where limitations included within the device operating system have been removed or tampered with (this is sometimes called 'jailbreaking').

### Security

You're responsible for the security and proper use of your and your Additional Users' log-in details and password, and all activities of your Additional Users including purchases. If you know or suspect that your or an Additional User's username or password has been compromised, or you suspect or become aware of any other breach of security, you must tell us immediately, and you must also ensure that any such username and password is changed as soon as possible. If we believe that there's been, or is likely to be, a breach of security we may suspend usernames or passwords and

require that they're changed, we may also restrict your and any Additional Users use of all or any part of the service.

### **NOW TV's right to cancel our agreement**

We can cancel our agreement with you (or any part of it) at any time. If we cancel your agreement with us (or any part of it) after you've paid a subscription payment to use the subscription part of the service, you'll have access to the part of the service to which the subscription payment relates for the remainder of your usage month/period, but your subscription won't automatically be renewed. ~~If we cancel your agreement with us (or any part of it) after you have purchased. You'll have access to content purchased by way of a one-off payment (for example, by purchasing a Sky Sports Day Pass), we may, at our sole discretion either: allow you to activate your viewing entitlement in accordance with the other provisions of this agreement or cancel the relevant viewing entitlement and issue you with a full refund during the relevant access period for the remainder of the relevant access period and you'll be charged for any other content you choose to purchase during the time you're able to access the service.~~

In any event, we may immediately suspend or restrict your (and your Additional Users') use of all or any part of the services and/or content without refunding or compensating you if:

- you fail to make a payment you owe us or if your payment method fails;
- you breach these Terms of Use or the terms of the NOW TV website;
- we suspect or believe that you've committed or may be committing any fraudulent activity against us or against any other person or organisation through your or their use of the service or content;
- you or your Additional Users have acted towards our staff or agents in a way which we reasonably consider to be inappropriate or unacceptable; or
- it's not reasonably avoidable due to technical or operational reasons which are beyond our reasonable control.

### **NOW TV's right to change these Terms of Use**

We can change these Terms of Use at any time and if we do we will notify you.

If the change materially disadvantages you we'll aim to notify you at least 14 days' before the change takes effect to give you the opportunity to manage your subscriptions and end your use of NOW TV. We will treat any purchases you make after the 14 day period as an indication from you that you are happy with the changes. If you object to the changes and cancel your subscription within the 14 day notice period the changes won't apply to you for the remainder of your usage month/period .

If a change to these Terms of Use needs to be made more quickly for security, legal or regulatory reasons we'll let you know as soon as we can.

The most up to date version of the Terms of Use will always be available via the NOW TV website and when we notify you that the Terms of Use are changing we recommend you print the latest version for your records.

### **Special offers**

If you take up a special offer, the relevant parts of these Terms of Use will be varied to take account of the terms and conditions of the relevant offer. We won't change the terms of any valid offer which applies to you once it has started and before it has ended, unless it's to correct or clarify an obvious error or omission.

### **Prices and payments**

All our prices are set out on the NOW TV website and may change from time to time. Our prices include VAT and any applicable sales tax. We're not obliged to honour prices that are the result of obvious errors and which you could reasonably be expected to know are mis-pricing. If we reimburse you for any reason (other than when you exercise your right to cancel the Sky Movies Pass service or a Sky Sports Day Pass within 14 days from when you first join or purchase the relevant service if you haven't used it) we may credit your NOW TV account, or we may reimburse your payment card (in our discretion). Your legal rights aren't affected.

MPP will collect payments on our behalf. During the sign up process, you'll need to provide MPP with the information needed to collect payments. You authorise MPP to collect payments on our behalf. If a payment fails, MPP will try again within the following 12 hours. When MPP isn't able to process a payment -you won't be able to use/access the part of the service the failed payment relates to.

If you join NOW TV through a free trial offer, a payment will be authorised by your bank but no payment will be taken by us. You should be aware however that this may affect your available balance or credit limit.

### **Liability**

By signing up to use NOW TV, and using any part of the services and content, you agree that you'll be responsible for your actions and omissions, and for the actions and omissions of your Additional Users. The services may present links to third party websites, ads or offers not owned or controlled by us – we're not responsible for these sites, ads or offers.

**To the full extent permitted by law, we and our associated companies and agents exclude responsibility and all liabilities arising from:**

- a) any use of NOW TV which isn't authorised by us,
- b) ending, suspending or restricting the services or content or any part of the services or content in accordance with these Terms of Use,
- c) any delay, failure, act or default in relation to the provision of the services and the content,
- d) errors, viruses or bugs present in or arising from your use of the service
- e) incompatibility of the service or content with any other software or hardware (including compatible registered devices), and
- f) any act or default of any third party supplier, device manufacturer or provider of a device operating system,

**which are beyond the reasonable control of British Sky Broadcasting Limited.**

Save that nothing in these Terms of Use will in any way limit or exclude any party's liability for (i) death or personal injury arising from negligence, or (ii) fraud, our total liability to you won't exceed the amount you've paid to access the NOW TV services in the 12 months preceding your bringing a claim relating to the NOW TV services or content.

If you require any advice on your legal rights, you can refer to [www.adviceguide.org.uk](http://www.adviceguide.org.uk).

#### **Last few legal bits**

Any part of these Terms of Use found to be unenforceable will be treated as deleted and the remainder of the Terms of Use will continue to govern the relationship between us and you.

English law governs your use of NOW TV, these Terms of Use and any dispute arising out of them, unless you live in Scotland in which case Scots law will govern these matters. Any dispute can be dealt with by any UK court that can lawfully deal with the case.

The agreement between us and you is personal to you and no third party is entitled to benefit under it, except that your Additional Users can use the services in accordance with the permissions granted to them. We can transfer our rights and obligations under these Terms of Use to any company, firm or person. You may not transfer your right or obligations under these Terms of Use to anyone else.

#### **MPP Company details**

MPP Global Solutions Limited (registered number 03951843) of Thomson House, Birchwood Park, Warrington, United Kingdom, WA3 6GA.

#### **NOW TV (Powered by Sky)**

NOW TV is a trading name of British Sky Broadcasting Limited (registered number 02906991) of Grant Way, Isleworth, Middlesex, United Kingdom, TW7 5QD. Our UK VAT number is 440 6274 67. General email: [info@nowtv.com](mailto:info@nowtv.com). References in these Terms of Use and the NOW TV website to **"us/we/our/NOW TV"** means British Sky Broadcasting Limited.

*Please print off a copy of these Terms of Use for future reference.*

## NOW TV Community Forum - Rules of the Road

### 1. What are the Rules of the Road?

These **Rules of the Road** govern your use of the NOW TV Community Forum (the "Forum").

If you don't want to be bound by these Rules of the Road, you should not use the Forum. We may change these Rules of the Road from time to time, so please check back regularly.

### 2. Acceptable Use

You agree that any use by you of the Forum shall be in accordance with the following conditions:

2.1 you will not post or transmit through the Forum any defamatory, threatening, obscene, harmful, pornographic or otherwise illegal material or material which would violate or infringe in any way upon our rights or those of others (including intellectual property rights, rights of confidentiality, or rights of privacy) or cause distress or inconvenience. You must not express opinions that are vulgar, crude, sexist, racist, or make unproven or unfounded allegations (especially of wrongdoing) or otherwise make comments which are offensive. Always treat other Forum users with respect.

2.2 You must not upload, post, or otherwise transmit any content that includes any of the following inappropriate content:

- a) Any personal information belonging either to wither you or another person, such as full name, address, phone number, email address;
- b) Spam, such as advertisements for other web sites and services, or other commercial solicitation; chain letters, pyramid schemes, polls or petitions;
- c) Flooding the forum boards with excessive posts, meaningless posts, posts unrelated to the topic or padding posts;
- d) Discussions that veer off topic, are unrelated to resolving the issue at hand, are repetitive or campaigning, that promote products or services from other providers, or abuse any company or product;
- e) Repetitive or continuous complaints about NOW TV or Sky policy;
- f) Discussions of moderator actions on the boards. If you need to comment on a moderator action, please private message any administrator/moderator;
- g) Posting or transmitting any information or software containing a virus, worm, Trojan horse, or other damaging or destructive component;
- h) Posting a link directing users to any information or content that, if posted on the Forum, would constitute a violation of the Rules of the Road or other Terms of Use which relate to NOW TV or Sky. Sky is not responsible for the content of any third party websites and users use of any hypertext links posted on the forum at their own risk.
- i) Attacks, including "Flaming", of another user in such a way as to incite or perpetuate arguments or conflict; creating usernames to attack other users' identities; impersonating other individuals or falsely representing one's identity or qualifications; posts made under secondary user names or other aliases for the purpose of either endorsing or denigrating others; posts that breach any participant's privacy by including name, address, phone, email address, or any other identifying information.
- j) Include URLs of third party websites which may contain offensive or illegal material
- k) Postings that break the law, or encourage/support breaking the law. This includes libel, contempt of court and breach of copyright.
- l) Discussions regarding active UK court cases
- m) Advice that would or is likely to result in a breach of any Sky product or equipment warranties or abuse of NOW TV's service or content or circumvention of any of NOW TV's safeguards or digital rights management controls;
- n) Advice that, if followed, could result in bodily injury, harm or an offence.

2.3 You must not evade bans or suspensions or otherwise disregard directions from moderators or administrators.

2.4 You agree not to use the Forum or NOW TV website (or any part of it) to:

- a) Solicit personal information, email addresses, contact information, passwords or other personally identifying information

- b) Solicit participation in public discussion, debate, comment or activity outside this Forum;
- c) Provide false or misleading information about yourself or your business, or create a false identity or use or attempt to use another's account or identity (including in relation to Sky IDs).

2.5 We reserve the right to manage the postings on the Forum to provide an orderly presentation of this information. To effectively manage the Forum, we may designate employees or others to act as moderators and administrators for the Forum. These moderators are the only representatives of NOW TV that are authorised to manage the Forum. Any employees who are not designated as moderators or employees are not authorised to represent themselves as NOW TV (or Sky) employees. Authorised employees will be identifiable as such (e.g. using a NOW TV logo). We are not responsible for content provided by any employee who is not designated as a moderator or an 'Employee' for these purposes.

2.6 You must not post or otherwise make available on the Forum any material, which you do not own without the express permission of the owner of the material.

2.7 You will not copy, download, reproduce, republish, frame, broadcast, transmit in any manner whatsoever, any material on the Forum except as is strictly necessary for your own personal non-commercial home use.

2.8 You will not access the Forum by automated means or otherwise for the purposes of scraping, extracting, or otherwise obtaining any material from the Forum for use within a third party Website or application.

2.9 You will abide by the specific rules of any competition, prize draw or promotion that you participate in on or via the Forum. Unless we tell you otherwise, all promotions, prize draws and competitions offered via the Forum are not open to people resident outside the United Kingdom.

2.10 You will not do anything that affects the operability or security of the Forum or which causes unreasonable inconvenience or offence or disruption to our staff.

### **3. Third Party Websites**

3.1 You acknowledge and agree that we are not responsible for the availability of any third party websites or material you access through the Forum.

3.2 We do not endorse, and shall not be held responsible or liable for, any content, advertising, products or services on or available from such third party websites or material.

3.3 Any dealings between you and any third party advertisers or merchants found on or via the Forum, including payment for and delivery of products, services and any other terms, conditions, warranties or representations associated with such dealings, are made between you and the relevant advertiser or merchant. Therefore, we are not responsible or liable for any loss or damage of any kind incurred as the result of any such dealings. Where purchasing goods or services directly from NOW TV or Sky, please ensure you read the relevant terms and conditions or terms of use before entering into any transaction.

### **4. Intellectual Property**

4.1 All copyright, trade marks and all other intellectual property rights in all material or content supplied as part of the Forum shall remain at all times vested in us or our licensors. You are permitted to use this material or content only as expressly authorised in writing by us or our licensors. You will not, and you will not assist or facilitate any third party to, copy, reproduce, transmit, distribute, frame, commercially exploit or create derivative works of such material or content.

4.2 If you become aware of any such distribution or commercial exploitation, you agree to notify us immediately.

4.3 You acknowledge that by posting materials or content on the Forum you grant to us and those who are authorised by us, an irrevocable, perpetual, royalty free, worldwide permission to use the materials both within the Forum and in any other manner. The permission extends to copying, distributing, broadcasting, and otherwise transmitting, adapting and editing the materials.

### **5. Liability for and information provided on the Forum**

5.1 Material and content which is posted on any bulletin boards or chat forums is written by users and we are not responsible for and do not endorse such material. We reserve the right to monitor the contributions made and may respond to or comment upon communications made by you and edit, refuse to post, or remove any content from the Forum in our absolute discretion. No failure to remove particular material constitutes an endorsement or acceptance of it by us.

5.2 We will not be held responsible or liable for the content, accuracy, timing or reliability of any information or



statements contained within the Forum, or for statements, advice and/or opinions made or given by other Forum users in the Forum (except as required by law). If you have any claim arising from the actions or statements of another user, you agree to pursue such a claim only against that user and not from us.

5.3 We will endeavour to provide the Forum using all reasonable care. Except as required by law, we will not be responsible or liable for the quality, accuracy or fitness for a particular purpose of the Forum and do not promise that the material contained in the Forum, or any of the functions contained in the Forum or its server will operate without interruption or delay or will be error free, free of viruses or bugs or is compatible with any other software or material.

5.4 We will be liable for any fraudulent misrepresentations we make and for any death or personal injury caused by our negligence. We will not be responsible or liable to you for any other loss or damage that you or any third party may suffer as a result of using or in connection with your use of the Forum.

## **6. Safety**

We give our ongoing commitment to ensuring through our policy of safety that you can use the Forum with confidence. When using the Forum, in particular any bulletin boards or chat forums, you should always take the following precautions:

6.1 keep your identity private. Do not give out your full name, postal address, telephone number, e-mail address, the name of your school or any other information (other than that specifically requested by Us), that could help someone discover your actual identity;

6.2 never meet with someone you met online.

6.3 do not reply to any messages that are hostile, rude or inappropriate, or in any way make you feel uncomfortable.

## **7. Indemnity**

If you are a business user, you agree to indemnify us, and/or our affiliates and our and their officers, directors and employees, immediately on demand, against all claims, liability, damages, costs and expenses, including legal fees, arising out of any breach of these Rules of the Road by you or any other liabilities arising out of your use of the Forum.

## **8. Termination**

We reserve the right immediately to terminate your use of the Forum if you breach, or we have reasonable grounds to believe that you are likely to breach, these Rules of the Road or you otherwise engage in conduct which we determine in our sole discretion to be unacceptable.

These Rules of the Road were last updated in June 2012