

**NOW**

TERMS OF USE

Updated/new text is highlighted in RED and information no longer applicable has been struck through so key changes are visible.

These Terms of Use set out the agreement between you and NOW, so please take some time to read over them and understand them. By signing-up to NOW, you confirm that you are bound by these Terms of Use, including any changes to them or the NOW service in accordance with these Terms of Use. These Terms of Use were last updated in ~~July 2021~~ **May 2022**.

For the terms and conditions that apply to your use of NOW via your Apple TV, please [click here](#).

## WHAT IS NOW?

With NOW, you can either subscribe to monthly Memberships (NOW Cinema, Entertainment, hayu and NOW Sports Month) or purchase a NOW Sports Day Membership. We no longer sell NOW Sports Week or NOW Sports Mobile Memberships but you may still be able to activate a previously purchased membership if you have not already done so.

## MONTHLY MEMBERSHIPS - NOW CINEMA, ENTERTAINMENT, hayu, NOW SPORTS MOBILE, NOW SPORTS MONTH AND BOOST

### NOW CINEMA MEMBERSHIP

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

### NOW ENTERTAINMENT MEMBERSHIP

This gives you access to a selection of pay TV channels, a great range of on-demand content and box sets.

### NOW SPORTS MONTH MEMBERSHIP

This gives you access to live streamed Sky Sports channels.

### NOW SPORTS MOBILE MEMBERSHIP

This gives you access to live streams of Sky Sports Premier League, Sky Sports Action, Sky Sports Arena and Sky Sports News on your compatible smartphone only. NOW Sports Mobile Membership not available to some ~~Combo and~~ NOW Broadband customers – check your eligibility [here](#).

## hayu MEMBERSHIP

This gives you access to a selection a great range of reality TV shows both on-demand content and box sets, as shown on the hayu service. hayu Membership not available to some ~~Combo and~~ NOW Broadband customers – check your eligibility [here](#).

## NOW BOOST (currently available on selected devices and content only)

As long as you have the relevant content membership, and a registered compatible device, this gives you access to a selection of channels in HD format with dolby surround sound and ad-free video on-demand content, as well as allowing you to use three of the compatible devices registered on your account at once, instead of the usual one. NOW Boost not available to some ~~Combo and~~ NOW Broadband customers – check your eligibility [here](#).

## NOW STACK

~~This gives you the access to a NOW Cinema Membership and/or an NOW Entertainment Membership for 2-6 months.~~

## HOW MUCH DOES EACH MONTHLY MEMBERSHIP COST?

There's no sign-up fee. There's a monthly subscription fee which you pay for each monthly membership when you sign up (unless we tell you otherwise), and then each month after that, until you cancel.

## A BIT MORE DETAIL

Your debit/credit card will be debited on the day you sign up for any monthly membership, unless we tell you otherwise. You'll get access to the relevant service straight away. You'll continue to have access to your monthly membership, month after month, until you cancel the relevant membership. Unless we tell you otherwise, in most cases you'll be charged on the same date every month for each membership, but there are some [exceptions](#).

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

## WHAT HAPPENS IF NOW CHANGES THE SERVICE?

From time to time we might make changes to any membership 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 30 days before the start of the affected usage month, so you'll have enough time to stop your membership subscription before the change takes place.

If you don't stop your monthly membership 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.

### CAN I DOWNLOAD CONTENT TO MY DEVICE

You are able to download selected shows and movies from the NOW Entertainment, Cinema and hayu monthly memberships via Wi-Fi in UK (including Channel Islands and Isle of Man). Downloads are available only on Android and iOS mobile devices otherwise you will only be able to stream on all other supported devices. You are restricted to 2 downloads per show or movie and all downloads will be deleted from device 48 hours after viewing starts or no later than 30 days after.

### NOW SPORTS DAY AND WEEK MEMBERSHIP

The NOW Sports Day and Week Memberships give you access to live streamed Sky Sports channels via a compatible registered device for either a consecutive 24 hour or 7 day period depending on the membership purchased. We no longer sell NOW Sports Week Memberships but you may still be able to activate your viewing if you have purchased a membership and not already done so.

### HOW MUCH DOES EACH MEMBERSHIP COST?

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

Your NOW Sports Day Membership will not automatically renew. Each time you log in, we will notify you of how long you have left on any active membership and if you are watching sports content, we will notify you before your membership 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 either your 24 hour or 7 day access period within either the 'My TV' area or the electronic planner guide on the nowtv.com website.

### A BIT MORE DETAIL

Your debit/credit card will be debited on the day you sign up for a NOW Sports Day Membership, and you'll get access when you choose to activate your membership.

You will have the option after purchasing your NOW Sports Day or Week Membership to either start your membership straight away or at a later date. If you choose to save your

membership for a later date, how long you have to watch any content included in the NOW Sports Day or Week Membership before it is automatically deleted will be displayed as part of your 'my account' information. You can only use one NOW Sports Membership at any one time.

Once you start watching, the 24 hour or 7 day access period for your NOW Sports Day or Week Membership will begin and will end either 24 hours or 7 days later, depending on the NOW Sports Day or Week Membership purchased. Stopping watching will not extend either the 24 hour or 7 day period so make sure you choose your start time carefully!

### WHAT HAPPENS IF NOW CHANGES THE SERVICE?

We might change some of or all of the service from time to time in accordance with these Terms of Use. If we change the NOW Sports Day Membership service, we will give you notice on the NOW website.

### WHO CAN SIGN UP TO NOW?

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

### HOW MUCH DOES IT COST?

The amount you pay will depend on how you want to use NOW. There's more information above, and detailed pricing information is displayed on the NOW 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 and create a NOW account. Please read the rest of these Terms of Use before signing-up.

### WHAT NETWORK CONNECTION DO I NEED TO WATCH NOW?

You need broadband or a 3G mobile network to stream content from NOW. You'll need a fast enough line and an adequate broadband data allowance. To stream via broadband, we recommend a minimum 2.5Mbps connection or a minimum 12Mbps connection to stream selected content in 1080p HD if you have NOW Boost. 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 450Kbps (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 Broadband Unlimited is an example of a service which offers truly unlimited downloads.

## WHICH DEVICES CAN I WATCH NOW ON?

There's a full list of compatible devices on the NOW website. Certain services or content may not be available on all devices and we continually review device support and as new operating systems appear we may stop supporting older versions. This means that to continue using the service you may need to update the software on your device from time to time. As detailed further in these Terms of Use you should ensure that any device you use to access the service is compatible with the service.

## CAN A MEMBER OF MY ~~FAMILY~~/HOUSEHOLD ACCESS NOW USING MY ACCOUNT TOO?

Unless you have the NOW Boost membership, each NOW membership can only be viewed on one device at a time. If you have NOW Boost, you or members of your household ('Additional Users') can view NOW memberships on up to three compatible devices at the same time. You are responsible for the security and proper use of your NOW account details (username and password) and must not disclose these to anyone else, including members of your household. Any charges incurred by ~~your additional users~~ on your NOW account are your (i.e. the main card holder's) responsibility and will be debited from your card using the details you provided when signing-up. **You must not let anyone outside your household access NOW using your account or login details.** ~~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 website.

We may show tailored advertising when you watch NOW content on your devices, as described in our Privacy & Cookies notice which you can find [here](#). The notice also contains details about how you can change your tailored advertising preferences.

## HOW DO I CANCEL/STOP GETTING A MONTH MEMBERSHIP SERVICE?

To stop any monthly membership service, follow the instructions set out on the NOW website. If the period it covers hasn't started, you won't be charged for it. Remember, once your access to a monthly membership service stops, you won't be able to watch anything you haven't finished (or started) watching. If you stop a service you can always re-activate it on your account at a later date. NOW Boost will either automatically end after a minimum of 30 days following cancellation of your memberships or where there is no monthly membership service on the account, unless you have purchased it via a third party (such as Apple) where it will continue to renew until cancelled.

Please note, you can have more than one month membership service on your account at any one time. However, you can only take out one NOW Sports Day Membership, one NOW Sports Week Membership or one NOW Sports Month Membership at any one time.

Please see the 'Your Rights to Cancel' notice at the end of these Terms of Use for details on how to cancel your order in certain circumstances.

### HOW DO I CONTACT NOW IF SOMETHING GOES WRONG?

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

### HOW WILL NOW 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 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 website (which you should check regularly) and they'll be deemed sent the day after they appear on the NOW 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 website, "service(s)" means the services provided by NOW to its users which shall also include programme recommendations and newsletters "content" means the selection of on-demand content and linear channels that will be made available via the NOW services, and "device(s)" means compatible, registered device(s).

### YOUR PERMISSION TO ACCESS THE SERVICES AND CONTENT

You may only access the content and 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 THINGS YOU MUSTN'T DO:

- 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;

- Make any direct or indirect charge for watching or using any part of the services or content;
- 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;
- Access or use the service via a virtual private network (VPN), proxy server or any other system or technology that circumvents, or is designed to circumvent, the accurate geolocation of your device(s) or the content protection, digital rights management or other associated systems used by NOW to protect the content and/or service; or
- Access or use the services or content for any improper or unlawful purpose or allow anyone else to do so.

## ACCESS PERIODS

The time frames 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 NOW Sports Day Membership service lasts for a period of 24 consecutive hours from the time you activate your membership or start watching any content included in the NOW Sports Day Membership. 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 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 HELP FORUM

Your use of the NOW Help 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.

## CHANGES TO THE SERVICE AND CONTENT

The content will change regularly – that means on any given day, week or month, fresh and exciting movies, entertainment, channels etc. may become available (and other movies, entertainment shows, channels etc. will stop being available).

We may vary, replace or withdraw any service, feature or functionality or channel or content provided as part of a service at any time. We provide the services on an ongoing basis and we cannot foresee what may change in the future. This means we may make changes other than those set out in these Terms of Use.

It won't be practical for us to notify you in advance of all content changes and instead you should keep checking the NOW website for details of what's available.

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 NOW Cinema Membership 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 in a negative way during future usage months, we'll aim to notify you of any such changes at least 30 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 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 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 six compatible devices on your account. Of the six you register, only one device can be used at any one time unless you have purchased NOW Boost in which case you will be able to use three devices at once. If you only have a NOW Sports Mobile Membership and no other NOW Memberships, you can only register 2 compatible smartphones, and watch on 1 at any one time. You'll be able to swap your registered devices a limited number of times (normally one device a month). See the NOW website for further details.

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

You must ensure that your devices meet the minimum hardware, systems and software requirements, as set out on the NOW 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 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 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~~ login details and password, and all activities of your Additional Users including purchases. If you know or suspect that your ~~and your additional users~~ 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 your additional users~~ use of all or any part of the service.

## NOW'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 content by way of a one-off payment (for example, by purchasing a NOW Sports Day Membership or a NOW Sports Week Membership), 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.

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 **and will immediately suspend or restrict your access to any part of the service to which a subscription payment you have made relates** 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 website, although for non-serious breaches we will first give you an opportunity to put things right which you will need to do within 7 days. **For serious breaches (for example if you access or use the services and content for business or commercial use or do anything we have said above you mustn't (see section of these Terms of Use headed "Some examples of things you mustn't do")) we will normally exercise this right immediately;**
- 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 ~~and your additional users~~ have acted towards our staff or agents in a way which we reasonably consider to be inappropriate or unacceptable and sufficiently serious to justify restricting or ending your use of our service; or
- It's not reasonably avoidable due to technical or operational reasons which are beyond our reasonable control.

### NOW'S RIGHT TO CHANGES THESE TERMS OF USE

We can change or add to these Terms of Use at any time for any of the following reasons:

- We change, alter, improve or add to any of our services;
- We intend to change the way we structure our services;
- We change the way we provide our services (for example, we develop new technology to provide you with a better experience);
- To help improve the security and operation of our technical infrastructure (for example, to prevent misuse of our digital content platform);
- We reorganise the way we structure or run our business;
- To introduce new charges where the cost of running our service increases;
- For valid legal or regulatory reasons or
- To make our Terms of Use clearer or easier to understand or to have all our customers on the same Terms of Use.

In addition, we provide the services on an ongoing basis and we cannot foresee what may change in the future. This means we may make changes or additions to these Terms of Use for reasons other than those set out above.

If we make any changes to these Terms of Use and if we do, we will notify you.

If the change materially disadvantages you, we'll aim to notify you at least 30 days' before the change takes effect to give you the opportunity to manage your subscriptions and end your use of NOW. We will treat any purchases you make after the 30 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 30 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 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 website and may change from time to time.

We may increase the price of any of our services at any time and where we do so, we will give you notice in accordance with these Terms of Use. Examples of when we may do this include: our cost of providing the services will increase (such as when we have to pay third parties more for their content); we are introducing new programmes, content and services; we are changing the way we structure our services; we are investing in improving our customer support; other costs associated with running our services increase.

In addition, we provide our services on an ongoing basis and we cannot foresee what may change in the future. This means we may increase our prices for reasons other than those set out above.

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 mispricing. If we reimburse you for any reason (other than when you exercise your right to cancel a NOW Sports Day Membership within 14 days from when you first join provided you haven't used it) we may credit your NOW account, or we may reimburse your payment card (in our discretion). Your legal rights aren't affected.

We may use a third-party payment services provider ("PSP") to collect payments on our behalf. During the sign-up process, you'll need to provide the information needed by us or our PSP to collect payments. You authorise us or our PSP to collect payments from you. If a payment fails, we or our PSP will try again for a few days. When we, or our PSP, aren'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 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, 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:

- Any use of NOW which isn't authorised by us,
- Ending, suspending or restricting the services or content or any part of the services or content in accordance with these Terms of Use,
- Any delay, failure, act or default in relation to the provision of the services and the content,
- Errors, viruses or bugs present in or arising from your use of the service
- Incompatibility of the service or content with any other software or hardware (including compatible registered devices), and
- 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 Sky UK Limited (Registration No. 2906991).

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 services in the 12 months preceding your bringing a claim relating to the NOW services or content.

We are not permitted to exclude our liability for certain matters, for example we cannot exclude our liability to you for providing digital content that is not of satisfactory quality or fit for purpose or that does not match its description. This clause shall not affect any such liability that we have to you.

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, 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 under these Terms of Use can be dealt with by any UK court that can lawfully deal

with the case, unless you live in Scotland in which case you can choose to bring a dispute before the courts in your country or in the UK courts instead.

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.

NOW is a trading name of Sky UK Limited (Registration No. 2906991) of Grant Way, Isleworth, Middlesex, United Kingdom, TW7 5QD. Our UK VAT number is 440 6274 67. General email: customerservices@nowtv.com.

References in these Terms of Use and the NOW website to "us/we/our/NOW" means Sky UK Limited (Registration No. 2906991).

## YOUR RIGHTS TO CANCEL YOUR ORDER

### CANCELLATION PERIOD FOR ANY CONTENT MEMBERSHIP:

You have the right to cancel your purchase of a NOW content membership, and receive a full refund without giving any reason, any time up to 14 days ("cooling off period") from the later of: (a) the date of purchase; (b) the date of delivery (for content memberships which are redeemed using a voucher code we send you or you have purchased as part of a bundle); or (c) receipt of this notice, except where:

- You activated a NOW Sports Day Membership or a NOW Sports Week Membership and agreed at that point that you lost the right to cancel.
- You purchased or activated a any of our other Memberships and agreed at that point you lost the right to cancel.

### CANCELLATION PERIOD FOR THE NOW DEVICE AND/OR OTHER EQUIPMENT

You have the right to cancel your purchase of a NOW Device and other equipment (together the "Goods") and receive a full refund without giving any reason up to 14 days ("cooling off period") from the later of: (a) the date of purchase; (b) delivery or (c) receipt of this notice.

## HOW TO CANCEL

If you change your mind and wish to cancel your purchase during your cooling off period, just visit the Help section of our site to let us know. You must give your name, NOW username (if you have one), e-mail address in order to cancel your order, and in addition if you have purchased a NOW Device or Device bundle, we will also require the Device serial number, order number, delivery address and order date. If you cancel using the

online cancellation form found on [nowtv.com](http://nowtv.com), we will send you an acknowledgement of receipt by e-mail.

### EFFECTS OF CANCELLATION:

If you cancel during your cooling off period, we will refund to you all payments received from you, including any delivery costs. If you have purchased a NOW Device bundle and during your cooling off period you cancel your NOW Device but keep your NOW content membership, you will no longer be eligible for any discount you received on the content membership and will be required to pay NOW the difference between the discounted price of the content and the full standard price for such content when sold separately.

### RETURN OF NOW DEVICE:

If you cancel a contract for Goods you are responsible for returning the Goods provided under that contract without undue delay using the one of the methods set out on the Help section of our site. See: <https://help.nowtv.com/article/return-or-replace-now-tv-device-or-accessories>. Where applicable, you are responsible for the costs of returning the Goods and NOW may charge you our direct returns costs. NOW can offset any returns costs against any money that it owes to you for any reason. You must keep the Goods (including any content vouchers) safe until returned. We may make a deduction for any loss in value as a result of unnecessary handling by you.

### REFUNDS

We will make any refund due to you (less any deductions due to us) without undue delay and not later than the earliest of 14 days from the date (i) you notify us of your decision to cancel or in the case of any Goods, (ii) the date we either receive the Goods back from you or (iii) we receive evidence the Goods have been returned (such as a proof of posting receipt). We will make the refund using the same means of payment that you used when you placed your order, unless you have agreed otherwise.

These cancellation rights do not affect your legal rights. If you require any advice on your legal rights, you can refer to [www.adviceguide.org.uk](http://www.adviceguide.org.uk).

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

## NOW HELP FORUM - RULES OF THE ROAD

### 1. WHAT ARE THE RULES OF THE ROAD?

These Rules of the Road govern your use of the NOW Help 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 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 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's service or content or circumvention of any of NOW'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 website (or any part of it) to:

- Solicit personal information, email addresses, contact information, passwords or other personally identifying information
- Solicit participation in public discussion, debate, comment or activity outside this Forum;
- 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 or NOW 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 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 (or Sky) employees. Authorised employees will be identifiable as such (e.g. using a NOW 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 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 May 2021.