

YOTVChannels Terms of Use

YOTVchannels provides a subscription service that allows our members to access live Ugandan Television channels, Radios, music, other media and entertainment content herein called “YOTVchannels content” streamed over the Internet to certain Internet-connected TVs, phones, tablets, computers and other devices ("YOTVchannels ready devices").

These Terms of Use govern your use of our service. As used in these Terms of Use, "YOTVchannels service", "our service" or "the service" means the service provided by YOTVchannels for discovering and watching YOTVchannels content, including all features and functionalities, recommendations and reviews, the website, and user interfaces, as well as all content and software associated with our service.

1. **Subscription.** Your YOTVchannels Subscription will continue month-to-month until terminated. To use the YOTVchannels service you must have Internet access and a YOTVchannels ready device.

2. **Free Trials**

- 2.1 Your YOTVchannels Subscription may start with a free trial. The free trial period of your subscription lasts 30-days, or as otherwise specified during sign-up and is intended to allow new members and certain former members to try the service.

- 2.2 Free trial eligibility is determined by YOTVchannels at its sole discretion and we may limit eligibility to prevent free trial abuse. We reserve the right to revoke the free trial and put your account on hold in the event that we determine that you are not eligible. Members of households with an existing or recent YOTVchannels Subscription are not eligible. We may use information such as device ID, method of payment or an account email address used with an existing or recent YOTVchannels membership to determine eligibility. For combinations with other offers, restrictions may apply.

- 2.3 We will charge your Payment Method for your monthly membership fee at the end of the free trial period unless you cancel your membership prior to the end of the free trial period. To view the monthly membership price and end date of your free trial period, visit our website and click the "Billing details" link on the "Your Account" page.

3. **Billing**

- 3.1 Billing Cycle. The subscription fee for the YOTVchannels service and any other charges you may incur in connection with your use of the service, such as possible transaction fees, will be charged depending on which package you choose.

- 3.2 Payment Methods. Your Payment will be processed through your Mobile Money, Airtel Money or YoUganda accounts. If a payment is not successfully settled, due to insufficient funds, or otherwise, we may suspend your access to the service until we have obtained Payment.

3.3 Cancellation. You may choose not to renew your YOTVchannels subscription at any time, and you will continue to have access to the YOTVchannels service through the end of the period you have subscribed for. To the extent permitted by the applicable law, payments are non-refundable, and we do not provide refunds or credits for any partial-month membership periods or unwatched YOTVchannels content. You may also find billing information about your YOTVchannels subscription by visiting our subscription packages page in the App.

3.4 Changes to the Price and Service Plans. We may change the price of our service from time to time; however, any price changes or changes to our service plans will apply to you no earlier than 30 days following notice to you.

4. **YOTVchannels Service**

4.1. You must be 18 years of age, or the age of majority in your province, territory or country, to become a member of the YOTVchannels service. Minors may only use the service under the supervision of an adult.

4.2. The YOTVchannels service and any content viewed through the service are for your personal and non-commercial use only. During your YOTVchannels subscription, we grant you a limited, non-exclusive, non-transferable license to access the YOTVchannels service and view YOTVchannels content. Except for the foregoing limited license, no right, title or interest shall be transferred to you. You agree not to use the service for public performances.

4.3. You may view the YOTVchannels content primarily within the country in which you have established your account and only in geographic locations where we offer our service and have licensed such content. The content that may be available to watch will vary by geographic location and will change from time to time.

4.4. YOTVchannels regularly makes changes to the service, including the content library. In addition, we continually test various aspects of our service, including our website, user interfaces, promotional features and availability of YOTVchannels content. From time to time there will be changes and improvements done to improve our service to you and these may sometimes cause some inconveniences but they will be brief and not affecting our service to you.

4.5. Some YOTVchannels live content is available for a 2 days playback and recording and viewing later at your convenience but storage space for your recorded content shall be limited to a certain extent since it's stored on our servers.

4.6. You agree to use the YOTVchannels service, including all features and functionalities associated therewith, in accordance with all applicable laws, rules and regulations, or other restrictions on use of the service or content therein. You agree not to archive, reproduce, distribute, modify, display, perform, publish, license, create derivative works from, offer for sale, or use (except as explicitly authorized in these Terms of Use) content and information contained on or obtained from or through the YOTVchannels service. You also agree not to: circumvent, remove, alter, deactivate, degrade or thwart any of the content protections in the YOTVchannels service; use any robot, spider, scraper or other automated means to access the YOTVchannels service; decompile, reverse engineer or disassemble any software or other products or processes accessible through the YOTVchannels service; insert any code or product or manipulate the content of the YOTVchannels service in any way; or use any data mining, data gathering or extraction method. In addition, you agree not to upload, post, e-mail or otherwise send or transmit any material designed to interrupt, destroy or limit the functionality of any computer software or hardware or

telecommunications equipment associated with the YOTVchannels service, including any software viruses or any other computer code, files or programs. We may terminate or restrict your use of our service if you violate these Terms of Use or are engaged in illegal or fraudulent use of the service.

4.7. The quality of the display of the YOTVchannels content may vary from device to device, and may be affected by a variety of factors, such as your location, the bandwidth available through and/or speed of your Internet connection, however, we recommend a faster connection for improved video quality. You are responsible for all Internet access charges. Please check with your Internet provider for information on possible Internet data usage charges. The time it takes to begin watching YOTVchannels content will vary based on a number of factors, including your location, available bandwidth at the time, the content you have selected and the internet configuration of your YOTVchannels ready device.

4.8. The YOTVchannels software is developed by, or for, YOTVchannels and is designed to enable viewing of YOTVchannels content through YOTVchannels ready devices. The YOTVchannels software may vary by device and medium, and functionalities and features may also differ between devices. You acknowledge that the use of the service may require third party software that is subject to third party licenses. You agree that you may automatically receive updated versions of the YOTVchannels and related third-party software.

5. **Warranties and Limitations on Liability.** The YOTVchannels service is provided "as is" and without warranty or condition. In particular, our service may not be uninterrupted or error-free. You waive all special, indirect and consequential damages against us. These terms will not limit any non-waivable warranties or consumer protection rights that you may be entitled to under the laws of your country of residence.

6. **Class Action Waiver.** WHERE PERMITTED UNDER THE APPLICABLE LAW, YOU AND YOTVCHANNELS AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR REPRESENTATIVE PROCEEDING.

Further, where permitted under the applicable law, unless both you and YOTVchannels agree otherwise, the court may not consolidate more than one person's claims with your claims and may not otherwise preside over any form of a representative or class proceeding.

7. **Miscellaneous**

7.1. Governing Law. These Terms of Use shall be governed by and construed in accordance with the laws of the Netherlands.

7.2. Unsolicited Materials. YOTVchannels does not accept unsolicited materials or ideas for YOTVchannels content and is not responsible for the similarity of any of its content or programming in any media to materials or ideas transmitted to YOTVchannels.

7.3. Customer Support. To find more information about our services and its features or if you need assistance with your account, contact us on our help Centre at [0787849885](tel:0787849885) or [0757849885](tel:0757849885)

7.4. Survival. If any provision or provisions of these Terms of Use shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full force and effect.

7.5. Changes to Terms of Use and Assignment. YOTVchannels may, from time to time, change these Terms of Use. We will notify you at least 30 days before these new Terms of Use apply to

you. We may assign or transfer our agreement with you including our associated rights and obligations at any time and you agree to cooperate with us in connection with such an assignment or transfer.

7.6. Electronic Communications. We will send you information relating to your account (e.g. payment authorizations, invoices, changes in password or Payment Method, confirmation messages, notices) in electronic form only, for example via emails or mobile number provided during registration.

Last Updated: 03 December 2020

