

YOTV Channels Terms of Use

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

The YOTV Channels service is provided to you by Albayan Media Limited. These Terms of Use govern your use of our service. As used in these Terms of Use, "YOTV Channels service", "our service" or "the service" means the service provided by YOTV Channels for discovering and watching YOTV Channels 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. **Membership.** Your YOTV Channels membership will continue month-to-month until terminated. To use the YOTV Channels service you must have Internet access and a YOTV Channels ready device, and provide a current, valid, accepted method of payment, which you may update from time to time ("Payment Method"). Unless you cancel your membership before your monthly billing date, you authorize us to charge your next month's membership fee to your Payment Method (see "Cancellation" below). You can turn on/off auto renew payment option. You can find specific details regarding your YOTV Channels membership by visiting our website and clicking on the "My Account" link available at the top of the pages of the YOTV Channels website under your profile name.
2. **Free Trials**
 - 2.1. Your YOTV Channels membership may start with a free trial. The free trial period of your membership lasts for one month, 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 YOTV Channels 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 YOTV Channels membership 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 YOTV Channels 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 membership fee for the YOTV Channels service and any other charges you may incur in connection with your use of the service, such as possible transaction fees, will be charged on a monthly basis to your Payment Method on the

calendar day. Visit our website and click on the "Billing details" link on the "Your Account" page to see your next payment date.

- 3.2. Payment Methods. You can change your Payment Method by visiting our website and clicking on the "Your Account" link. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not change your Payment Method or cancel your account, we may suspend your access to the service until we have obtained Payment. This may result in a change to your payment dates. For some Payment Methods, the issuer of the payment method may charge you certain fees, such as transaction fees or other fees relating to the processing of your Payment. Charges may vary depending on the Payment Method used. Check with your Payment Method service provider for details.
- 3.3. Cancellation. You can cancel your YOTV Channels membership at any time, and you will continue to have access to the YOTV Channels service through the end of your monthly billing period. 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 YOTV Channels content. To cancel, go to the "Your Account" page and follow the instructions for cancellation. If you cancel your membership, your account will automatically close at the end of your current billing period. To see when your account will close, click "Billing details" on the "Your Account" page. If you signed up for YOTV Channels using your account with a third party as a Payment Method and wish to cancel your YOTV Channels membership, you may need to do so through such third party, for example by visiting your account with the applicable third party and turning off auto-renew, or unsubscribing from the YOTV Channels service through that third party. You may also find billing information about your YOTV Channels membership by visiting your account with the applicable third party.
- 3.4. Changes to the Price and Service Plans. We may change our service plans and 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. YOTV Channels 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 YOTV Channels service. Minors may only use the service under the supervision of an adult.
- 4.2. The YOTV Channels service and any content viewed through the service are for your personal and non-commercial use only. During your YOTV Channels membership we grant you a limited, non-exclusive, non-transferable license to access the YOTV Channels service and view YOTV Channels 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 YOTV Channels 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. YOTV Channels 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 YOTV Channels 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 YOTV Channels live content is available for a 7 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 YOTV Channels 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 YOTV Channels service. You also agree not to: circumvent, remove, alter, deactivate, degrade or thwart any of the content protections in the YOTV Channels service; use any robot, spider, scraper or other automated means to access the YOTV Channels service; decompile, reverse engineer or disassemble any software or other products or processes accessible through the YOTV Channels service; insert any code or product or manipulate the content of the YOTV Channels 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 YOTV Channels 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 YOTV Channels 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 YOTV Channels 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 YOTV Channels ready device or Wi-Fi source of internet
- 4.8. The YOTV Channels software is developed by, or for, YOTV Channels and is designed to enable viewing of YOTV Channels content through YOTV Channels ready devices. The YOTV Channels 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 YOTV Channels and related third-party software.

5. **Passwords and Account Access.** The member who created the YOTV Channels account and whose Payment Method is charged (the "Account Owner") has access and control over the YOTV Channels account and the YOTV Channels ready devices that are used to access our service. To maintain control over the account and to prevent anyone from accessing the account (which would include information on viewing history for the account), the Account Owner should maintain control over the YOTV Channels ready devices that are used to access the service and not reveal the password nor details of the Payment Method associated with the account to anyone. You are responsible for updating and maintaining the accuracy of the information you provide to us relating to your account. We can terminate your account or place your account on hold in order to protect you, YOTV Channels or our partners from identity theft or other fraudulent activity.
6. **Warranties and Limitations on Liability.** The YOTV Channels 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.
7. **Class Action Waiver.** WHERE PERMITTED UNDER THE APPLICABLE LAW, YOU AND YOTV CHANNELS AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, where permitted under the applicable law, unless both you and YOTV Channels 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.
8. **Miscellaneous**
 - 8.1. Governing Law. These Terms of Use shall be governed by and construed in accordance with the laws of the Republic of Uganda.
 - 8.2. Unsolicited Materials. YOTV Channels does not accept unsolicited materials or ideas for YOTV Channels content and is not responsible for the similarity of any of its content or programming in any media to materials or ideas transmitted to YOTV Channels.
 - 8.3. Customer Support. To find more information about our service and its features or if you need assistance with your account, please visit the YOTV Channels Help Center on our website (www.YOTV Channels.com/help).
 - 8.4. 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.

- 8.5. Changes to Terms of Use and Assignment. YOTV Channels 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.
- 8.6. 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 to your email address provided during registration.

Last Updated: 15 January 2018