

JSTV Pay TV Broadcast Service: Terms and Conditions (revised on December 2018)

Section 1 General Provisions

1 Scope of Application

- 1.1 NHK Cosmomedia (Europe), Ltd, registered in England with number 2441293 whose registered office is at Quick House, 65 Clifton Street, London, EC2A 4JE (“**NCME**”) shall provide the JSTV Pay TV Broadcast Service (the “**Service**”) subject to these Terms and Conditions.
- 1.2 NCME may set separate regulations, guidelines and procedures etc. (the “**Separate Regulations etc.**”) relating to the Service. The Separate Regulations etc. shall constitute parts of these Terms and Conditions or conform these Terms and Conditions. In case of any inconsistency between these Terms and Conditions and Separate Regulations etc., the Separate Regulations etc. shall prevail.
- 1.3 NCME grants retransmission of the Service to Pay TV distributors such as Cable TV or IPTV operators. Those who wish to use the Service through the Pay TV distributors should conclude contracts with them directly. In that case, these Terms and Conditions shall **not** apply.

2 Revision of these Terms and Conditions

NCME may revise these Terms and Conditions upon notice to the Members (hereinafter defined). In that case, revised Terms and Conditions shall apply.

3 Definitions

In these Terms and Conditions, the following capitalised words shall, unless the context otherwise requires, have the following meanings and where the context permits the singular includes and the plural.

- JSTV:

A Japanese-language broadcasting service provided by NCME on the basis of a licence issued by Ofcom in the United Kingdom.

- Direct Satellite Reception:

The collective name for services involving the direct reception by members of JSTV Service of satellite broadcast as they are being broadcast of programmes by JSTV and services ancillary thereto.

- Internet Simulcast (JSTV-i):

The collective name for services involving the re-transmission through telecommunications circuits simultaneously as they are being broadcast of programmes broadcast by JSTV and services ancillary thereto.

- JSTV Plus One:

The collective name for services involving reception of JSTV via both satellite and the Internet, by the Member already concluded the Subscription Contract (hereinafter defined) of Direct Satellite Reception, when the Member adds Internet Add-On subscription to the existing Subscription Contract and services ancillary thereto.

- Applicant:

A person who has applied to NCME to register as the Member through the form on the Website.

- Member:

A person who has agreed to these Terms and Conditions and registered the Membership Registration Data through the form on the Website.

- Membership Registration Data:

Registered information about the Member on the Website or application form documents.

- Subscription Contract:

The contract between NCME and the Member for use of the Service.

- Viewing Card:

An IC Card with which the Member can decrypt the encrypted signal of JSTV from the satellite by inserting to the satellite decoder at the Member's premises.

- Reception Devices:

A set of a satellite dish antenna and a decoder necessary for Direct Satellite Reception. For the Internet Simulcast, a personal computer or other devices with Internet connection functions that fulfils the conditions separately set by NCME, which includes receiving devices such as Set Top Box, or STB, equipped with an operating system specifically recognised by NCME.

- Contents:

Broadcast programmes and materials for programming that are broadcasted on the Service by NCME

- Website(s):

The collective name for all websites operated in connection with the Service by NCME.

- Corporate Member

Membership for corporations to which NCME grants the use of the Service.

- Corporate Subscription Contract:

The Subscription Contract with which NCME grants the use of the Service to the Corporate Member.

4 Subcontracting

NCME may subcontract some parts of the operation of the Service such as handling the Member's application to the Subscription Contract, payment processing, Membership Registration Data management etc. to a third party ("**Contractor**")

5 Recommended environment

NCME shall separately set the recommended environment to use the Service, the details of which shall be shown on the Website.

6 Service area

The area covered by the Service is basically the same as that of the footprint of the satellite which NCME uses for Direct Satellite Reception. However, there are some restrictions of the area for Internet Simulcast. The service area shall be shown on the Website (<http://www.jstv.co.uk/>).

7 Use of the Service

The Service is only used by the Member who has agreed these Terms and Conditions, completed membership registration and concluded the Subscription Contract.

Section 2 Membership Registration

8 Membership Registration and Change

- 8.1 The Applicant shall apply to membership registration on the Website by the method separately set by NCME.
- 8.2 When NCME has checked the application from the Applicant and notify the Applicant of approval, the Applicant shall be recognized as the Member.
- 8.3 NCME may refuse the application if any of the following corresponds:

- (1) When the Applicant registers false Membership Registration Data with illicit purpose or when there is

obvious risk of such conduct.

(2) When NCME deems that there is a risk of provision of the Service being impeded

8.4 When a change occurs to the Membership Registration Data, the Member shall update them on the Website. Else, the Member may call JSTV Customer Service and inform the changes. The Member shall immediately change "Required Item(s)" in the Membership Registration Data.

9 Management of the Membership Registration Data

9.1 NCME uses the Membership Registration Data for the following purposes only. NCME's "Fair Processing Notice" prescribed in the EU General Data Protection Regulation (GDPR) shall be shown in the Privacy Policy on the Website.

- a) Providing the Service;
- b) Responding to inquiry from the Member;
- c) Issuing invoices to the Members;
- d) Making notification relating to the Service or promotion of the Service;
- e) Taking necessary measures to improve the Service;
- f) Monitoring and assessing NCME's legal compliance;
- g) Taking necessary measures for legal compliance, including reporting to and audit by the authorities;
- h) Taking necessary measure to prevent fraud or criminal action;
- i) Taking administrative measures to ensure proper security of the Website;
- j) Complying with orders from the law enforcement agencies and taking necessary measures to defend NCME's legal rights;
- k) Any other legitimate commercial activities; and
- l) Making any other activities required or permitted by laws and regulations applicable to the Service.

9.2 NCME has statutory obligation to preserve the Membership Registration Data for a certain period of time. NCME shall preserve the Membership Registration Data for the period required by laws in a secure manner and delete them after such period expired upon Member's request.

9.3 NCME subcontracts the Membership Registration Data management to the following Contractor.
Paywizard Group PLC
Corporate Information: <https://www.paywizard.com/about/>
Privacy Policy: <https://www.paywizard.com/privacy-policy/>

10 Management of Username and Password

10.1 The Member may register a single username and a single password for each membership registration.

10.2 The Member who does not register username and password at the time of membership registration can register them by the method separately set by NCME.

10.3 The Member shall use and store his/her username and password with the due care of a diligent manager. NCME shall accept no responsibility for any loss resulting from erroneous use of username and password or improper use thereof by a third party.

Section 3 Subscription Contract

11 Unit of the Subscription Contract

11.1 NCMA shall provide the Member following:

- a) The Subscription Contract for Direct Satellite Reception: one (1) Viewing Card per contract;
- b) The Subscription Contract for Internet Simulcast (JSTV-i): number of stream(s) according to the type of contract; and
- c) The Corporate Subscription Contract: subject to the terms and conditions separately set by NCME.

11.2 The purpose of Subscription Contract concluded by individual Member is to enable the Member to use the Service as a private person or a single household. The Member may not make

many and unspecified third parties use the Service irrespective of purpose. Terms and conditions set out in the Corporate Subscription Contract shall apply to the Corporate Member

12 Concluding the Subscription Contract

- 12.1 The Member shall select type of the Service from Direct Satellite Reception, Internet Simulcast (JSTV-i) and JSTV Plus One and apply for the relevant Subscription Contract on the Website. NCME may accept such application at the time of the membership registration.
- 12.2 The Subscription Contract shall be deemed to be concluded when NCME has checked application and notify the Member of approval or when the Member completed application on the Website.
- 12.3 NCME may refuse the application under any of the following circumstances:
 - (1) When the Member has fallen behind with payment of subscription fee or it is evident that the Member is likely to do so.
 - (2) When the Member's Subscription Contract has been cancelled or the Service has been suspended for the reason attributable to the Member.
- 12.4 NCME may offer first-time Member free Subscription Contract limited to the period until viewing environment at the Member's premise has been put in place. The payable Subscription Contract shall be automatically instituted once NCME recognizes such viewing environment has been equipped.

13 The Subscription Contract Term

- 13.1 The Subscription Contract starts on the day of conclusion defined in Clause 12.2 or the day of institution defined in Clause 12.4 and expires on the day defined in the Subscription Contract.
- 13.2 The Member cannot cancel the Subscription Contract during the minimum term set out below:
 - a) Direct Satellite Reception: three (3) paid months;
 - b) Direct Satellite Reception when the Member used the benefits of Free Viewing Period or subsidy of initial cost for preparing the viewing environment offered by NCME: twelve (12) paid months;
 - c) Internet Simulcast: one (1) month; and
 - d) Internet Simulcast when the Member receives benefit of free STB offer by NCME: twelve (12) months.

Section 4 Subscription Fee

14 Payment of the Subscription Fee

- 14.1 The Member shall pay the subscription fee set separately by NCME. The subscription fee shall be charged monthly. NCME shall charge the subscription fee for the first month on the day the Member starts using the Service. The subscription fee for the second month onward shall be charged on the same day of the month [anniversary date]. For example, if the Member starts using the Service on 26th of July, NCME will charge the subscription fee for the first month on 26th of July, and the subscription fee onward shall be charged on every 26th day of the month. If there is no anniversary date, the subscription fee shall be charged on the last day of the month.
- 14.2 Amount and currency of the subscription fee and the minimum terms of the Subscription Contract varies depending on the countries where Member resides in or type of the Subscription Contract. The subscription fees shall be shown on the Website. If the Member moves to the country with different amount and currency are applied, the amount and currency of the subscription fee for the destination country shall apply.
- 14.3 NCME may conduct various campaigns from time to time. The terms and conditions of the campaigns separately set by NCME shall apply.
- 14.4 NCME may change the amount and the payment method of the subscription fee with prior notification to the Member by the means which NCME deems appropriate such as posting to the Website.

15 Registration of the Payment Method

- 15.1 NCME subcontracts payment processing of the subscription fee to the following Contractor:
Global Payments UK
Corporate Information: <https://www.globalpaymentsinc.com/en-gb>
Privacy Policy: <https://www.globalpaymentsinc.com/en/privacy-statement>
- 15.2 The Member can register the payment method such as credit card information either through Cart Checkout System on the Website or by contacting JSTV Customer Service for manual registration based on the application form sent by the Member.
- 15.3 When registering through Cart Checkout System, the Member selects a subscription product from the catalogue page on the Website, and adds an item to the cart. In that case, the Member registers the payment method such as credit card information directly into Global Payments UK's database through the form on the Website.
- 15.4 In case of manual registration by JSTV Customer Service, Applicant shall apply to conclude the Subscription Contract at the same time with the membership registration. JSTV Customer Service will contact the Member and ask the payment method such as credit card information by phone. JSTV Customer Service shall register the payment method to the Global Payments UK's database on behalf of the Member. After registration completed, no payment method information shall be retained by NCME.
- 15.5 When the Member changes the registered payment method such as credit card, the Member shall register new payment method information through the form on the Website or inform JSTV Customer Service by phone. In latter case, JSTV Customer Service shall register new payment method information to Global Payments UK's database on behalf of the Member. After registration completed, no payment method information shall be retained by NCME.
- 15.6 NCME may permit the Member who cannot use any payment method such as credit card due to the reason that NCME recognizes rational to pay the subscription fee by either bank transfer or cheque (UK residents only). Payments by bank transfer or cheque shall be six (6) months advance payment and paid April and October every year. In case the Subscription Contracts starts between April and October, the Member shall pay the subscription fee until April or October which comes first. If the Subscription Contracts starts in the middle of the month, the subscription fee of the month shall be calculated on a per-diem basis. Banking charge shall be borne by the Member.

Section 5 The Service Use

16 Loan of Viewing Card

NCME shall loan one Viewing Card per one Subscription Contract to the Member when the Member concludes the Subscription Contract for Direct Satellite Reception. The Viewing Card is the property of NCME and the Member shall return the Viewing Card to NCME when the Subscription Contract is cancelled or terminated. If the Member does not return the Viewing Card whatever the reason, NCME shall charge the Member the cost of the Viewing Card (equivalent amount for one month viewing fee).

17 Preparation of Facilities, etc.

- 17.1 The Member shall at his own cost and responsibility prepare, install, connect and set Reception Devices, communication equipment software and all other necessary ancillary equipment, conclude a line use agreement, establish connections with access points, subscribe to an Internet connection service, and make all other preparations to use the Service through Direct Satellite Reception or Internet Simulcast (JSTV-i),
- 17.2 In case the Member's Internet provider imposes any surcharge to the Member to use the Service through Internet Simulcast (JSTV-i), such surcharge shall be borne by the Member.

17.3 NCME shall provide support only for the services provided by NCME in connection with the Service. No support for viewing environments such as communications equipment and circuits, etc. shall be provided by NCME

17.4 NCME shall not be liable for any direct or indirect loss incurred by the Member due to problems not attributable to the services provided by NCME, such as faults in any equipment of the Internet provider which the Member uses.

18 Prohibited Activities

18.1 Member shall use the Service as a private individual and shall not use the Service directly or indirectly to perform any of the following activities either by oneself or through a third party:

- a) Using the Service from outside the Service area;
- b) Allowing many and unspecified persons to view the Service;
- c) Allowing a non-member to use the Service by lending the non-member user name, password or a Viewing Card;
- d) Reproducing, publishing, broadcasting, transferring, publicly transmitting, making it possible to transmit, modifying and using images, sound, writing, etc. transmitted by means of the Service above and beyond the range of personal use recognized under copyright law;
- e) Modifying or using any other method to render ineffective the content protection technology provided under the Service;
- f) Infringing intellectual property rights, privacy, image rights, etc. of NCME or a third party through using the Service, or using the Service for the commercial profit of Member or a third party;
- g) Improperly accessing the communication equipment, computers and other devices and software of NCME, or actually or potentially inhibiting the use or operation thereof;
- h) Improperly accessing the Reception Devices and tampering the software provided by NCME; and
- i) Dismantling or analysing the dedicated applications provided to Member by NCME in connection with use of the Service or modifying the structure and specifications thereof in order to make improper use of the Service.

18.2 NCME may cease to provide the Service in whole or part under any of the following circumstances:

- (1) When the Member registers false Membership Registration Data with illicit purpose;
- (2) When the Member conducts any of the prohibited activities set out in Clause 18.1 and 18.2 or when there is an obvious risk of such conducts;
- (3) When the Member fails to pay monetary liabilities by due date; and
- (4) When the Member causes serious problem to operation of NCME or NCME's equipment or when there is an obvious clear risk of such problem.

19 Change of the Channel / Temporary Suspension of the Service etc.

19.1 NCME may change the channel of Direct Satellite Reception with prior notification to the Member when failure occurs to the transponder etc... NCME may also suspend the Service temporarily with prior notification to the Member to maintain the audio-visual quality of the Service.

19.2 NCME may at its sole discretion terminate the Service during the term of the Subscription Contract. In that case NCME shall preliminarily notify Member of the termination of the Service in an appropriate manner.

20 Viewing Problems Caused by NCME

20.1 If viewing problems caused intentionally or negligently by NCME make the Member to use the Service difficult, NCME shall conduct investigations and take the necessary remedial measures.

20.2 If NCME unable to provide the Service continuously for two weeks or more during the period the Member had already paid subscription fee, the subscription fee for the period in question shall be

refunded except in the case not attributable to NCME.

Section 6 Cancellation etc.

21 Cancellation by the Member

- 21.1 The Member may cancel the Subscription Contract with prior notification to NCME by the method separately set by NCME. However, the Member may not cancel the Subscription Contract during the minimum term defined in Clause 13.2.
- 21.2 If the Member wishes to cancel the Subscription Contract, the Member shall notify NCME no later than ten (10) business days before the next payment date of the subscription fee. If the Member NCME permits to pay the subscription fee by bank transfer or cheque as defined in Clause 15.6 wishes to cancel the Subscription Contract, the Member should notify NCME no later than ten (10) business days before the end of the month the Member wishes to cancel. No refund shall be made if the subscription fee for the next billing cycle is charged due to delayed notice.
- 21.3 NCME may permit the Member to cancel the Subscription Contract during the minimum term, when the Member is moving away from the Service area, and the Member pays remaining amount of the subscription fee in a lump sum.
- 21.4 When the Member cancels the Subscription Contract during the period of the free Subscription Contract defined in Clause 12.4, the Member shall notify NCME no later than ten (10) business days before expiry of the free Subscription Contract. No refund shall be made if the subscription fee for the next billing cycle is charged due to delayed notice.
- 21.5 NCME processes cancellation on the day NCME receives notice from the Member and notify the Member of the completion of the process on the day the process is completed. However, the Member can use the Service during the period the subscription fee has been paid. The Subscription Contract shall be terminated when such period expires. Paid subscription fee shall not be refunded.
- 21.6 If the Member NCME permits to pay the subscription fee by bank transfer or cheque as defined in Clause 15.6 wishes to cancel the Subscription Contract before the end of the payment cycle which the Member has paid the subscription fee, NCME shall refund the subscription fee for the remaining months of the payment cycle. The refundable amount shall be after deduction of costs.

22 Cancellation by NCME

- 22.1 NCME may suspend the Service and cancel the Subscription Contract upon notice to the Member, if the Member fails to pay monetary liabilities in connection with the Service. In that case, interest rate calculated by Barclays Bank Base Rate+4% per annum on all amount outstanding shall be charged from the date payments fell due until payments in full received by NCME.
- 22.2 NCME may suspend the Service and cancel the Subscription Contract immediately if the Member obviously uses the Service for the purpose of prohibited activities defined in Clause 18. NCME shall charge the right subscription fee which should have been paid by the Member with the interest rate defined in the previous Clause, such interest rate to be charged during the term the prohibited activities have been conducted. (For example, if the Member allows the number of the people exceeding the number set out in the Subscription Contract, to use the Service, the subscription fee for all the number of the people shall be charged.)
- 22.3 If the Member whose Subscription Contract has been cancelled in accordance with Clause 22.1 wishes to conclude new Subscription Contract, NCME may decide at its sole discretion whether or not to conclude new Subscription Contract and only when NCME approves, New Subscription Contract shall be concluded.

23 Termination of the Subscription Contract due to Force Majeure etc.

If any provision of the Service is rendered impossible based for any of the reasons set out below, the

Subscription Contract shall be terminated immediately. In such cases, any subscription fee paid by the Member shall not be refunded.

- (1) When the transmission facilities of NCME are permanently damaged by force majeure.
- (2) In any other cases where a circumstance arises that it is objectively impossible for the Service to be provided.

Section 7 Miscellaneous

24 Violations

If the Member violates these Terms and Conditions or inflicts any damages on NCME or a third party either intentionally or negligently in using the Service, the Member shall be liable for any damages at the Member's own responsibility and expenses.

25 Copyright, etc.

Copyright, neighbouring rights, trademark rights, patent rights and all other intellectual property rights related to the Services (including visual and aural contents, writings, etc.) shall belong to either NCME or the legitimate rights holders. No such rights shall be granted to the Member.

26 No Assignment.

The Member may not assign, transfer, lend or in any other way dispose of his rights and obligations under the Subscription Contract or his status as the Member either in whole or in part.

27 Disclaimer

- 27.1 NCME shall make no guarantees of any kind regarding the completeness, accuracy, certainty, usefulness, etc. of information, etc. obtained by the Member through the Contents of the Service.
- 27.2 Except in cases explicitly provided for in these Terms and Conditions, NCME shall not be liable for delays and changes in the Service or any other form of damages incurred by the Member in connection with the Service unless they are attributable to NCME.
- 27.3 NCME shall not be liable if Member is unable to use the Service wholly or in part due to the reason which the Member or a third party other than NCME is responsible.
- 27.4 NCME shall accept no responsibility if transmission of JSTV is rendered impossible or difficult, or if viewing the Service is rendered impossible or difficult for reasons which NCME is not responsible. These include viewing problems caused by natural disasters, earthquakes and meteorological conditions, etc. or by interruption of transmission from the content provider due to eclipses or solar rays.

28 Governing Law and Jurisdiction

These Terms and Conditions shall be governed by, construed and interpreted under the laws of England and Wales and any parties irrevocably submit to the exclusive jurisdiction of the English courts in relation to any proceeding or disputes arising from this Agreement.

29 Language

These Terms and Conditions are prepared in Japanese language and translated into English language. If there should be any discrepancies, the Japanese version shall prevail."