

## **JSTV Subscription Terms & Conditions (February 2014)**

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### **1. Definitions and Application of these terms and conditions**

**1.1** In these Conditions the following expressions shall have the following meaning:

"Application Form" JSTV's official application form properly completed and signed by the Subscriber and sent to JSTV or to JSTV's Agent; or agreed by the Subscriber through electric form.

"Conditions" these standard terms and conditions;

"Contract" the Contract provided by JSTV to Subscriber in respect of JSTV's provision of the Service;

"Decoder" stand-alone device or an integrated satellite receiver/decoder capable of receiving and decrypting the service signals in conjunction with a Smartcard;

"Fee Table" the table of JSTV's charges provided by JSTV to Subscriber and as amended by JSTV from time to time; "JSTV" NHK Cosmomedia (Europe) Limited;

"JSTV Agent" JSTV's authorised agent;

"Premises" the premises specified in the Application form and in the Contract at which the Subscriber shall receive the Service;

"Service" the provision by JSTV to the Subscriber of JSTV's satellite television channel;

"Smartcard" the electronic card which, when enabled by or on behalf of JSTV and inserted into a Decoder decrypts the Service signals enabling the Subscriber to view the Service;

"Subscriber" the party specified as the Subscriber on the Application Form;

"Subscription Fee" the monthly charge for the Service as set out in the Fee Table.

**1.2** These Conditions together with any special conditions set out in the Application Forms or on the Contract and the Fee Table shall apply to the provision of the Service by JSTV to the Subscriber and represents the entire agreement between JSTV and the Subscriber.

**1.3** All official JSTV forms referred to in these Conditions are available from JSTV Customer Service Centre and/or any JSTV Agent.

### **2. Completion of Contract**

Following its acceptance of a completed Application Form from the Subscriber, JSTV will send one Smartcard to the Subscriber. The Contract shall be deemed to be completed on the day upon which JSTV issues the Smartcard. Even if JSTV receives completed Application Forms in the event that:

(i) JSTV considers that the applicant is unable to pay the Subscription Fee;

(ii) JSTV considers that the applicant will infringe the copy-right of JSTV's programmes in any way;

(iii) JSTV considers that the applicant will misuse the Smartcard or the Service in any way;

JSTV reserves the right to reject any application made by the submission of a completed Application Form.

### **3. Length of Validity of Contract**

**3.1** The twelve-month subscription period will be deemed to start on the first day of the month.

following completion of the Contract. If no written notice is given either by JSTV or the Subscriber to the other to terminate the Contract one-month or more before the last day of the Subscription Period or before any anniversary of that date. The Contract shall then be automatically renewed for additional periods of one year on these Conditions subject to any changes made by JSTV from time to time.

**3.2** JSTV reserves the right to amend these Conditions at any time upon notice to the Subscribers; any such changes will be binding from the date upon which JSTV notifies the Subscriber of the amendment.

**3.3** JSTV reserves the right to change the Subscription Fee from time to time. Notwithstanding Clause 3.2 above, any changes to the Subscription Fee for existing Subscribers will apply from the automatic annual renewal date of their Contract. JSTV will give one month's notice of such Fee changes.

### **4. Fee Payment**

**4.1** The Subscriber shall pay the Subscription Fee (collectively the "fees"), such fees being chargeable on the first day of the month following completion of the Contract.

**4.2** In case of re-joining to JSTV, the Subscription Fee is chargeable on the first day of the month of the completion of the Contract.

**4.3** JSTV shall be entitled to interest at the prevailing base rate of Barclays Bank Plc from time to time on any fees not paid within 30 days of the due date for payment from that date until such time as full payment is received by JSTV.

### **5. Limitation of Use**

JSTV issues and permits the use of one Smartcard per completed and accepted Contract. The Smartcard is to be used solely by the Subscriber and his or her immediate family provided that they are resident at the same address, and it shall not be used for any business purpose, nor for public viewing, or any other similar uses. If the Smartcards are required for use in commercial premises, for business purposes or transmission of the Service to multiple points other than within one residence, JSTV should be contacted regarding other types of contract.

### **6. Loan of the Smartcard**

**6.1** Following its receipt of the signed Contract, JSTV or its Agent will send one Smartcard to the Subscriber on loan. In no circumstances may the Subscriber sell or loan the Smartcard to a thirdparty.

**6.2** The Smartcard shall remain the property of JSTV at all times and the Subscriber agrees to take reasonable care of the Smartcard at all times and to use it in accordance with any instructions given by JSTV.

**6.3** The Subscriber shall not allow anyone else to damage, tamper with or otherwise mistreat the Smartcard and shall not remove it from the Premises nor attempt to

repair it in the event that it does not function correctly.

**6.4** In the event that the Smartcard is damaged or lost then the Subscriber shall be liable to JSTV for the cost of repair or replacement of the Smartcard.

**6.5** Following termination of the Contract, the Subscriber shall return the Smartcard to JSTV immediately. If the Smartcard is not returned for any reason, the subscriber will be charged £ 30 (or € 50). This fee is non-negotiable.

## **7. Changes affecting the broadcasting of the Service**

**7.1** JSTV reserves the right to increase or reduce the time during which it broadcasts the Service from time to time.

**7.2** If JSTV is forced to change the transmission frequency of the Service, due to satellite or other equipment failure, or for any reason whatsoever beyond JSTV's control, JSTV will, within reason, try to continue to broadcast the Service and to inform the Subscribers of any technical changes. JSTV may suspend the Service for any reasons connected with remedial or system maintenance measures.

**7.3** JSTV shall in no circumstances be liable to the Subscriber for any losses whether direct or indirect in the event of the occurrence of the events set out in Conditions 7.1 and 7.2.

## **8. Changing the Contract**

If the Subscriber changes his or her address, telephone number, method of payment or any other details set out in the Application Form, he or she must inform JSTV or the JSTV Agent as soon as possible using JSTV's relevant notification form.

## **9. Early Termination of the Contract**

**9.1** A Subscriber may terminate the Contract using JSTV's official form of notice of termination, which should be completed and sent back to JSTV or its Agent. The termination will take effect from the end of the month in which JSTV receives notice of termination.

**9.2** If the Subscriber does terminate the Contract in accordance with Condition 9.1, the Subscription Fee will be refunded, according to the Fee Table, for any complete months that remain within the relevant period.

## **10. Termination of the Contract**

**10.1** JSTV can terminate the Contract immediately if the Subscriber does not pay any one or more instalment of the Subscription Fee, if the Subscriber does not adhere to these Conditions and the Contract and/or if the Subscriber should be subject to a bankruptcy order (if an individual) or become insolvent or make any arrangement with its creditors (if a company). JSTV will inform the Subscriber of the termination of the Contract from a specified date, from which time the Contract will be deemed to terminate. In such an event, the Subscriber must pay JSTV up to date including any outstanding debts.

**10.2** Additionally, the Contract will be terminated by JSTV in the following events:-

- (a)** if JSTV's licence to broadcast is revoked or not renewed;
- (b)** if JSTV's technical facilities suffer from an unrecoverable event or if JSTV is forced to cease its activities as a satellite broadcaster permanently for any reason beyond its control;
- (c)** if JSTV cannot continue to provide the Service for any other reason.

**10.3** If the Service is terminated for any of the reasons given under Condition 10.2, JSTV will refund any Subscription Fee based upon the Fee Table from the month in which the Service was deemed to have ceased.

## **11. JSTV's responsibility for audio and visual problems**

**11.1** If the Service is affected by any audio or visual problems due to JSTV's negligent or wilful act, JSTV will investigate promptly and take any necessary action.

**11.2** If, due to reasons set out in Condition 11.1, JSTV is unable to transmit the Service for 14 continuous days in any one calendar month, JSTV will refund that month Subscription Fee. If, however, the fault is caused by reasons beyond JSTV's control, no refund will be given.

**11.3** JSTV shall in no event be liable to the Subscriber for any damages or losses, direct or indirect, resulting from its failure to provide the Service. JSTV shall have no liability for any indirect or consequential losses, damages or expenses suffered by the Subscriber however caused.

## **12. The Subscriber's technical Problems**

The Subscriber experiences any technical problem to the Service, he should first check his own equipment for any fault, and only then if the problem persists should he contact JSTV or its Agent. If the problem is connected with the Subscriber's equipment, JSTV takes no responsibility for this or for the cost of any repair or replacement or call-out charges.

## **13. Copyright and Piracy issues**

**13.1** The Subscriber shall refrain from using the Service for any public performance, and shall not infringe on JSTV's programme copyrights in any way nor harm JSTV or the Service by any acts of or technical piracy.

**13.2** The Subscriber shall in no event lend the Smartcard to any other person.

## **14. JSTV's use of the Subscriber Information**

**14.1** JSTV reserves the right to use or to let a third party use information concerning the Subscriber for the purposes of the Subscriber and audience research, programming research, and for any other purpose which concerns the improvement of the Service. In the event that JSTV divulges any such information to a third party,

JSTV will bind that third party by a confidentiality agreement.

14.2 Other than as set out in Condition 14.1, JSTV will not release or reveal any information on the Subscribers to any third party without the Subscriber's consent.

#### **15. Force Majeure**

JSTV shall not be liable for any breach of Contract if it is forced to cease from broadcasting the Service due to any reasons of force majeure. Including but not limited to floods, acts of God, fire, lightning, war, industrial disputes (whether or not involving JSTV employees) or acts of local or central government, earthquake, war, adverse weather conditions, audio and visual problems, eclipse of the sun, solar flares, U-V radiation and other natural phenomena.

#### **16. Assignment of the Contract**

The Subscriber may not assign its rights or obligations under the Contract, nor profit in any way from the use of the Smartcard.

#### **17. Jurisdiction and Governing Law**

English Law shall govern these Conditions and the parties submit to the jurisdiction of the English courts.

### **FEE TABLE**

#### **1. Subscription Payment** (As of May, 2010)

Payment terms: 3 months in advance ;

**6 months in advance in case of payment by cheque (\*UK Only)**

Currency	Monthly Subscription Fee
Euro	€ 50
UK Pounds	£30*

\*GBP Payment will apply for UK Residents only

#### **2. Refunds**

2.1 In accordance with Conditions 9 and 10:

(a) Refunds shall be calculated by deducting the total number of months viewing (a part month shall count as a whole month) plus any other outstanding sums due to JSTV from the Subscriber's advance payment. Interest will not be paid by JSTV on any sum refunded.

(b) In no circumstances will JSTV refund any part of the Subscriber's first three month subscription fee as this is the minimum contract term.

2.2 In accordance with Condition 10.3, refunds shall be calculated by deducting the total number of months viewing (excluding the month in which Service ceased) plus any other outstanding sums due to JSTV from the Subscriber's advance payment. Interest will not be paid on any sum refunded.

#### **3. Accepted Methods of Payment**

UK — Cheque(UK Banks only) / Credit Card: Visa, MasterCard, JCB

\* Payment by credit cards will be deducted in sterling pounds.

Other Countries - Credit Card only: Visa, MasterCard, JCB

\*Payments will be deducted in euro.

#### **4. When joining as part of a campaign, the term and condition of that campaign will be applied.**