

TERMS AND CONDITIONS FOR THE PROVISION OF TELECOMMUNICATION SERVICES BY SRI LANKA TELECOM PLC

Sri Lanka Telecom PLC (hereinafter referred to as "SLT") shall provide the Service and the Customer shall obtain and continue to use the same subject to the "Terms and Conditions" stated herein as amended from time to time and regulations made under relevant legislation and Sri Lanka Telecom web site (ww.slt.lk) (hereinafter referred to as "Website")

The following terms and conditions form part and parcel of the Agreement between parties termed as "Application for New Services" and the parties shall be bound by further or additional terms which may be published in the SLT website. The Customer undertakes to abide by such Terms and Conditions during the period of said Agreement.

The Customer further acknowledges the Website may be modified from time to time without notice to the Customer, but the Customer agrees to update him/her/itself and be bound by the Terms and Conditions published in the Website as long as the Customer continues to use the Service. The Customer shall immediately notify, SLT to disconnect the Service in the event the Customer is not agreeable to the Terms and Conditions so modified.

1. Provision of service

- 1.1 The Customer may obtain telecommunication services by selecting any of the following Options (Hereinafter called and referred to as "Service") under this Agreement.
 - 1.1.1 SLT Single Play – Voice or Broadband (BB) (Megaline/ 4G LTE)
 - 1.1.2 SLT Double Play – Voice with BB (SLT Fibre/4G LTE/Megaline)
 - 1.1.3 SLT Double Play - Voice with PEO TV (SLT Fibre/Megaline)
 - 1.1.4 SLT Triple Play – Voice with BB & PEO TV (SLT Fibre/Megaline)
- 1.2 The Customer shall be committed to use the selected Option as stated under Clause 2.2.
- 1.3 In the event of condition/capacity of the connection is identified to be inadequate to provide the selected Option/requested package, during the provisioning process, SLT has the right to revoke any Service(s) already provided to the Customer and/or to reject any request for new Service provisioning by the Customer.
- 1.4 In such event, the Customer's only remedy and SLT's entire liability would be to refund any connection charge already collected from the Customer, upon the return of any SLT Equipment already provided to the Customer.

- 1.5 IDD Facility: The Customer will be provided with the IDD facility as a value added Service, usage charges of which shall be stated under the monthly invoice
- 1.6 In addition to the Services stated under 1.1, the Customer may obtain additional services (Additional Services) such as on demand services, additional apparatus or extension lines upon payment of applicable prevailing charges including but not limited to applicable service enabling fee, usage fee, monthly rental, levies, taxes and any other fees and charges which shall be levied by SLT in respect of such on demand services (Additional Fees).

02 **Period**

- 2.1 This Agreement shall come into force on the date the Service is provided by SLT and shall be valid until terminated either by SLT in accordance with Clause No.8 herein or by the Customer as stated under Clause 6.1.
- 2.2 Subject to Clause 2.1 above, the Customer shall not terminate this Agreement for a period of One (01) year from the date of Service provisioning (hereinafter referred to as 'the Committed Period') unless upon the payment of the early termination charges stated under Clause 10.6.
- 2.3 The Customer may request for the termination or a change of selected package only after the lapse of the Committed Period.

03 **Exclusion of liability**

- 3.1 SLT will take reasonable endeavors in good faith to ensure that the Services are available with minimal service interruptions but does not guarantee that the Service will be uninterrupted or error free.
- 3.2 The Customer shall have no claim for loss or damages consequential or otherwise or any other claim whatsoever against SLT on account of loss of revenue, business or any other basis, either for itself or for any third party, consequent to the suspension, removal, disconnection, total or partial interruption of the Service or installation, natural disaster or Force Majeure situations or improper use by the Customer or negligence of the Customer or termination of the Service provided by SLT. Force Majeure includes acts beyond the control of SLT, including without limitation, acts of God, acts or regulations or any governmental or supra-national authority, war, terrorist activities or national emergency, accident, riot, civil commotion, explosions, strikes, Lockouts, industrial disputes (whether or not involving each party's employees) or epidemics.
- 3.3 SLT does not control the information or content passing through the SLT systems or internet, and as such the use of any information passing through SLT system /

networks is at the sole risk of the Customer. Further, the Customer shall be solely responsible for all information retrieved, stored and transmitted through the Service by the Customer.

- 3.4 The Customer shall indemnify and keep SLT indemnified of any negligence, any willful damage commission or omission, any unauthorized act, unlawful act on the part of the Customer including but not limited to virus or spam downloads and uploads resulting from Customer's actions and/or his/her/its terminal equipment which are beyond the control of SLT.
- 3.5 SLT shall not be liable to the Customer or his/her/its employees, agents or licensees for any indirect, special, consequential or punitive loss/damages/claims or for any loss of business, loss of revenue, loss of data or loss of anticipated savings resulting from the use or inability to use the Service and suspension/termination thereof..
- 3.6 The Customer shall at all times indemnify SLT and keep SLT indemnified against any claim by a third party over any claim for infringement of any intellectual property rights, liability over the inaccuracy of data and data which are offensive on moral, religious, racial or political grounds or of an abusive, indecent, obscene or menacing nature sent or received by the Customer of SLT through the use of the Service or any slander and/or defamatory content broadcast/transmitted through the Service.
- 3.7 Neither SLT nor its directors, shareholders, its affiliates, subcontractors or their respective employees shall under any circumstance whatsoever, be liable to the Customer for any loss or damage sustained directly or indirectly by the Customer or its customer(s), licensees or agents and others holding under the Customer, due to the reason of the failure of the Customer to maintain its network in proper order, free from computer viruses or harmful programmes being introduced or been let into/or transmitted either through the use of an apparatus or otherwise into a telecommunication network while the use of SLT service. SLT shall also not be liable for any loss or damage sustained by the Customer due to reason of failure, breakdown or interruption of the Service whatsoever, notwithstanding the cause of such failure, breakdown or interruption of the Service and however long it shall last. Furthermore, no reduction in rates or outage credit shall be due to the Customer in the event of such occurrences.

04. Indemnity

- 4.1 The Customer shall indemnify and hold harmless SLT against any claim, action, demand, expense, loss or other liabilities whatsoever which may arise as a result of inter alia the Customer's (including his/her/its authorized licensees nor the

unauthorized personnel) negligence, fraud, misuse, and/or omission and/or failure to fulfill the Customer's obligations under this Agreement, including but not limited to the infringement or alleged infringement by the Customer of any intellectual property rights arising out of the use of the Service, the use of the Service by the Customer for illegal or immoral purposes or for the transmission and/or introduction of harmful computer viruses or programmes into inter alia telecommunication networks, computer systems, computers and computer apparatus, any unauthorized use of the Service and the violation of any applicable laws and regulations by the Customer, Any such act that would tarnish the corporate image of SLT shall amount to a material breach of this Agreement, and entitle SLT to claim damages from the Customer. (Descriptive information vide website). Further the Customer shall indemnify SLT and hold SLT indemnified against any third party claim over the breach of this Clause.

- 4.2 The Customer shall indemnify, and hold SLT harmless in respect of any actions, claims, damages and/or losses arising as a result of suspension /disconnection of the Service and/or termination of this Agreement and/or any infringement of intellectual property rights, and/or any libel, slander or defamatory content, or any act, commissions or negligence of the Customer, his/her/its servants, employees, authorized representatives or agents.
- 4.3 SLT undertakes to take the best endeavors to provide the Services, however based on the availability of technology and the resources and as such the Customer shall indemnify SLT of any delay failure or preferences in providing the Service.

05. Customer's Responsibilities

- 5.1 Customer shall provide true and accurate information pertaining to the Service and packages given by SLT under this Agreement.
- 5.2 The Customer shall settle the Fees and Payments morefully stated under Clause 10 herein.
- 5.3 The Customer shall be responsible for the Equipment at the Customer's premises as morefully stated under Clause 14 herein.
- 5.4 The Customer shall not, without the prior written consent of SLT assign, let, sublet, resell or otherwise dispose of the Service herein. This Service is for recreational, individual use only and may not be used for shared us for resale, commercial use etc.
- 5.5 Customer shall not use the Service provided hereunder for any activity which violates a Law/Regulation/Rule/Oder issued by the Government/Parliament or any

- Regulatory Body/Legal Body or a Court of Law or for any illegal, immoral or improper purposes. If the Customer allows the Equipment to be put into such use, SLT shall withdraw the connection, disconnect the Service and may remove the Equipment provided to the Customer. The Customer shall have no claim for damages or any other claim in consequence of such a withdrawal or disconnection of the Service or any Equipment.
- 5.6 The Customer shall answer the questions addressed by or on behalf of SLT to the Customer, with regard to the use of the Equipment supplied by SLT. The Customer shall have no claim against SLT whatsoever in consequence of the disconnection of the Equipment due to the refusal to answer such questions. Further, SLT shall not be liable to refund any subscription paid.
- 5.7 The Customer shall not claim against SLT on account of any damage or injury caused by any high potential current (not emanating from SLT's premises) which may be conveyed to Customer's premises by the Equipment and shall indemnify SLT against any such claim, made by any third party.
- 5.8 The Customer shall provide, at the Customer's own expense, when so required by SLT, all facilities or resources, necessary for the proper provision of the Service, installation, testing, maintenance and operation of the Equipment, including without limitation power outlets, suitable supply of electricity, conduits, pipes, access, Ups, etc.
- 5.9 The Customer shall grant SLT all facilities in his/her/its power, free of charge, and obtain necessary consent required for installation of Equipment and where necessary shall permit authorized employees of SLT at all reasonable times to have free access to all premises under the Customer's control to inspect and maintain the Service. If permission for access is required from any other person(s) the Customer shall obtain same at the request of SLT. SLT shall not be held responsible for any loss or damage caused to the Customer as a result of SLT's failure to provide the Service due to the unavailability of free access.
- 06. Request of disconnection by Customer**
- 6.1 Subsequent to the provision of the Service, Customer may request to disconnect the Service due to any technical defect and/or failure. SLT shall make its best efforts to rectify such technical defects and/or failures and if the same cannot be rectified as certified by SLT, Service shall be disconnected and/or this Agreement be terminated by SLT, however upon full payment of all Service enabling fee, monthly rental, usage charges and/or any other charges, taxes and levies due for usage and the return of the Equipment. In such an event, the Customer shall not be liable for the early termination fee stated under Clause 2.2

- 6.2 Under such circumstances, subject to Clause 1.4 and 10.5, SLT shall not be liable to pay any claims, charges, compensation, damages or refund any Fees and Payments made by the Customer including but not limited to the Service enabling fee, monthly rental, usage charges and/or any other charges, for any disconnection or reconnection effected hereunder.

07. Suspension or Disconnection of Service by SLT

- 7.1 SLT reserves the right to suspend or disconnect the Service due to any reason attributable to any violation of terms and conditions by the Customer as stipulated herein or otherwise inter alia the violation of provisions published by SLT in its Website, and any violation of the general law. SLT may reconnect the Service upon payment of reconnection charges and settlement of all outstanding dues by the Customer.
- 7.2 SLT may, at any time disconnect the Service due to service reasons, as a result of which SLT would not be in a position to provide the Service.
- 7.3 SLT may suspend or disconnect the Service due to any outstanding payment whether in full or part with regard to any of the Service provided by SLT. Accordingly, any balance pending due to a part payment of the monthly rentals shall amount to an outstanding payment for the purpose of this section.
- 7.4 SLT shall suspend the Service and/or any other service provided by SLT in case of orders and/or instructions of any state and/or regulatory authority.

08. Termination

- 8.1 SLT may terminate this Agreement and disconnect the Service due to following reasons. However such termination shall not prevent SLT from recovering all outstanding dues and Equipment from the Customer or his/her/its heirs, executors, administrator, successors or assigns.
- 8.1.1 If any Service fee, subscription or any additional fees, charges, taxes, levies, expenses, damages or any monies payable by the Customer is not settled for one month from the due date.
- 8.1.2 The Customer fails to perform or commits a breach of the Customer's obligations hereunder or is found to be in breach of the Customer's warranties and/or representations hereunder.
- 8.1.3 If the Customer shall be adjudicated as insolvent or make any composition or arrangement with the creditors to assign a benefit.
- 8.1.4 In case of a company, if it shall be wound up or shall have a receiver of assets appointed.

- 8.1.5 In the event the license issued to SLT by the government Authority/Regulator is withdrawn or not renewed due to any reason.
 - 8.1.6 If SLT is unable at any time to obtain or maintain any licenses way leave permission or easement necessary for construction or maintenance of the telephone installation.
 - 8.1.7 If the Customer fails to give an undertaking forthwith, required by SLT to pay certified costs to prevent damages or injurious effects caused to the Service, due to electric lighting or power plant erected by or on behalf of the Customer or due to any other case.
 - 8.1.8 If the Customer is unable to obtain or if there is unreasonable delay in obtaining the necessary consent or permission required for the installation and use of the Equipment.
 - 8.1.9 If, in the opinion of SLT, any regulatory authority or governmental body, it is not in the public interest or in the interest of security to continue providing the Service to the Customer for any reason whatsoever.
 - 8.1.10 The Customer is, in the opinion of SLT, using the Service for illegal or immoral activities or criminal action has been taken or is in the process of being taken against the Customer for the use of any service which is linked or connected to the Service.
- 8.2 SLT may terminate this Agreement at its sole discretion, without accruing any liability thereto or any obligation on the part of SLT for any compensation or refund ;
- 8.2.1 due to any technical constrains or operational issues or the technology being obsolete, causing difficulties in continuing with the Service hereunder, and if the same cannot be rectified, or
 - 8.2.2 due to any dispute in connection with provisioning of the Service including but not limited to disputes between the Customer and the land lords or occupants of the adjoining premises or lands.
- 8.3 In the event SLT terminate the Service the Customer shall settle the dues stated under Clause 10.6 and return the Equipment as stated under Clause 14.5. The Customer shall not be entitled to any claim, reduction, refund, payment or compensation of whatsoever.

09. Change of Location

- 9.1 In the event the Customer makes a request to change the location of the existing Service installation, SLT shall make its best endeavors to provide all existing Services at the new location subject to technical feasibility, being provided with the necessary approvals and upon payment of the standard relocation charges by the Customer. In the event SLT is unable to provide the existing Service/package/features at the new location due to technical constrains or due to

any other reason, the Customer hereby undertakes to absolve SLT of any liability of the same. SLT may enter into a fresh agreement for the provisioning of available Service, as appropriate.

10. Fees and Payments

- 10.1 The Customer undertakes to settle all applicable charges including but not limited to the service enabling fee, usage fee, monthly rental, levies, taxes and such other charges detailed under this Agreement with regard to the Service on the due date as morefully stated under the SLT invoice.
- 10.2 In the event of the Customer obtaining Additional Services, the Customer shall settle all such Additional Fees stated under Clause 1.5.
- 10.3 In relation to any Service interruption, the Customer shall not be entitled to any service credits or refund whatsoever of the monthly rentals and/or Service enabling fee and/or any other payments made in order to obtain the Service.
- 10.4 The Customer shall pay to SLT the certified costs morefully indicated in the invoice for repairing, renewing, or replacing in stock any parts of the Service at the Customer's premises including the Equipment which may be stolen, lost, damaged, misused or which may be destroyed by fire, lightning or other cause or which is used in any unauthorized manner further to the provisions under 14.3 and 14.4.,. The Customer shall settle the same on the due date.
- 10.5 In the event SLT fails to provide the Service, initially due to any technical reason, SLT shall then refund the service enabling fee to the Customer without any interest thereto. In such an event this Agreement shall stand terminated.
- 10.6 In the event of an early termination or a downgrade of the selected Option within the Committed Period stated under Clause 2.2, SLT shall charge an early termination fee calculated by SLT in accordance with the prevailing rates of SLT for such an early termination together with all outstanding dues. In the case of an upgrade of the selected Option, relevant service initiation charge will apply. SLT may charge an administrative charge for such migration from existing Option to the new Option selected by the Customer. Any change from existing service to the Service hereunder shall be effected only upon settlement of the outstanding arrears under the old service and payment of new connection charges applicable for the new Service.
- 10.7 With prior notice, SLT shall have the right to amalgamate, combine and consolidate amounts due from the Customer on account of other services provided by SLT to the Customer either subsisting presently or which may be provided in the future, and to claim a consolidated amount even if all such services are not governed by these Terms and Conditions.

11. Variations

- 11.1 The Service enabling fee and monthly rental and any of the applicable payments in respect of the service shall be subject to tariff revisions and the terms and the conditions set forth herein may change from time to time.
- 11.2 The term and conditions set forth herein may change from time to time as a result of any changes made under Sri Lanka Telecommunication Act No.25 of 1991 or under any other Law or Regulations or Rules or any other policy decision made by SLT.

12. Rights of SLT

- 12.1 In case of the death of the Customer or vacation of premises by the Customer or in the event of a dispute, SLT reserve the right to disconnect the Service. In such an event SLT's rights shall continue with regard to recovery of any arrears and/or Equipment.
- 12.2 Customer agrees that SLT has the sole right to determine the customer premises Equipment repair, replacement and maintenance policy.
- 12.3 Customer hereby permits SLT to remotely manage the customer premises Equipment owned either by SLT or by the Customer, by way of centralized remote provisioning of services, inventory management, group updates, monitoring, event triggering, support automation or using any other mechanism.
- 12.4 SLT has the right to enter upon the site/premises with prior notice in order to examine the Service provided hereunder, any apparatus connected thereto and/or related details in connection to the installation and to take such action as may be needed to ensure compliance with the terms and conditions hereof and of any Statute, by the Customer.

13. Notices

Notice shall be sent to the Customer by post to the address given in the application form. In case of a change of address the Customer undertakes to inform SLT one month prior to such change. SLT shall not be liable for any notice or invoice or other correspondence not being received by the Customer due to a change of address not being informed to SLT as provide herein. A notice shall deemed to be properly served/received, if personally delivered, upon delivery, if sent by registered post, after 3 working days of posting, if sent by facsimile, 12 hours after receipt of the confirmation slip.

14. Equipment

- 14.1 The Customers who wish to obtain Customer Premise Equipment (Equipment) from SLT, shall be provided with the Equipment required for the initial Service provisioning including but not limited to a single telephone instrument, router, modem, Set Top Box, as required for the provision of Services. The Customer shall procure any additional equipment required for service enhancements and all such Customer owned equipment shall be subjected to SLT's rights under Clause 12.3.
- 14.2 The Equipment provided/subsidized by SLT, shall be owned by and be the property of SLT and shall be used in accordance with any manuals and/or instructions provided by SLT. However SLT shall grant the Customer the use of such Equipment in provisioning the Service. SLT will maintain SLT Equipment in good order and working condition, fair wear and tear excepted, at its cost in accordance with its prevailing policies referred under Clause 12.2, however subject to Clauses 10.4 and 14.3 and 14.4 herein.
- 14.3 SLT shall not be held responsible for any loss, negligence, willful damage, unauthorized act and/or failure to prevent any loss or damage on the part of the Customer in respect of the Service and/or Equipment which are beyond the control of SLT including but not limited to preventable loss or damage caused by fire or lightning and in the case of such damage being caused or loss of SLT owned Equipment, the Customer shall, pay damages and/or any other payment determined in respect of the loss or damage at the sole discretion of SLT.
- 14.4 The Customer shall not damage, attach, alter, remove, sell or transfer any Equipment of SLT or place another apparatus with electrical connections therewith, or obliterate with any marks, words, numbers or permit any other person to carry out any of the above acts without the prior written approval of SLT. The Customer shall, make good the loss to SLT by payment of certified costs and damage caused to SLT.
- 14.5 Forthwith the termination of Service, the Customer shall return the Equipment to SLT with all apparatus thereto in good condition, ordinary wear and tear excepted. In the event, the Customer fails to return the Equipment, SLT shall have the right to enter the premises of the Customer/installation site with notice, to remove such Equipment and/or claim damages on demand.

15. Assignment

- 15.1 The Customer shall not assign, re-sell or trade, whole or part of the rights and/or obligations set forth under the terms and conditions herein to any third party without the prior written consent of SLT.

15.2 SLT may assign full or part of the rights and obligations set forth under the terms and conditions herein to any third party at its discretion.

16. Governing Law and Jurisdiction

This Agreement and the rights and liabilities of the Parties hereunder shall be governed by and interpreted pursuant to the laws of the Democratic Socialist Republic of Sri Lanka, and any disputes arising therefrom if not amicably settled within a period of 60 days shall be subject to the jurisdiction of Courts of Sri Lanka

17. Severability

If any of the provisions of the terms and conditions hereto prove to be or become invalid, illegal or unenforceable under any applicable law, the legality and enforceability of the remaining provisions shall not be affected or impaired in any way and such invalid, or unenforceable provision shall be deemed deleted.

18. Confidentiality

18.1 The Customer hereby undertakes to SLT that the Customer together with the Customer's employees, agents, officers and consultants will keep in the strictest confidence, except where disclosure is required by law, any confidential or proprietary information or intellectual property of any nature belonging to SLT which may come into the Customer's possession or to the Customer's knowledge during the Customer's association with SLT, except where the prior written consent of SLT is obtained.

18.2 The Customer agrees that, if the Customer fails to observe the Customer's obligations set forth in this Clause, SLT shall be immediately entitled to injunctive and other equitable relief ordering the Customer to specifically perform the Customer's obligations under this Clause, and the Customer consents to the entry of such order and to such injunctive relief, and waives any rule or other requirement for the making of a bond as a condition for obtaining such relief. Such rights to specific performance and an injunction shall be cumulative and in addition to all other legal and equitable rights and remedies SLT may have.

19. Guidelines for Usage

The following terms and conditions serve as a guideline in addition to other policies such as Information Security Policy and Fair Usage Policy which are published in the aforesaid website

A. Broadband Service (Further to clause No. 4.2 of the Application Form)

- * Unauthorized Access: Any attempt on the part of the Customer to access or modify unauthorized computer system, information or to interfere with normal system operations, which might result in causing a denial of Service to other users, whether successful or not, or any attempt on the part of the Customer to gain access to any account, not belonging to that Customer (spoofing), including but not limited to "hacking"- on SLT's Equipment or of any computer system or network accessed via SLT's communication service – will result in the immediate suspension of the Service. (Descriptive information vide Website).
- * Fair Usage (Applicable only for internet Unlimited Broadband Packages users): Customer acknowledges that SLT wishes to ensure the speed and the availability of SLT broadband service for Customers at all times as described in the Website. Thus the Customer with “Internet Unlimited” broadband package shall use the Service in a fair manner by the other SLT Customers.
- * Security: Customer shall not divulge his/her/its user name or password and shall not act in such a way that may reveal such information to any third party whom shall not be held responsible in the case of any breach of terms as set forth herein. The Customer is responsible for taking all reasonable steps necessary to secure his/her/its computer resources so that only authorized users can access such resources. Customer shall be solely responsible for any breach of this Agreement by such unauthorized third parties.
- * Value Added Services (VAS) : The Customer acknowledges the static IP address provided hereunder as a value addition to the Customers who select Web Pro/Web Master Packages upon a payment of rental, shall always remain the property of SLT. Upon the expiration or early termination of this Agreement such static IP address shall be used by SLT.
- * On line Conduct: Any action by a Customer which, in SLT's sole opinion, restricts, or inhibits other subscribers from using and enjoying the services offered by SLT is strictly prohibited. This includes inter alia the use of offensive language: committing or discussing with the intention to commit illegal activities, publication, transmission reception, data exchange, mail posting, news posting, news reading or any other form of transfer of data, material, information or software in violation of any law. Such violations are prohibited and shall be construed as a material breach of this Agreement. Therefore, the Customer shall not use the Broadband Service to send unsolicited bulk and/or commercial messages, otherwise known as "spamming", over the internet. The Customer specially agrees not to upload, post or reproduce, in any manner whatsoever, any materials protected under copyright without the permission of the copyright owner. In general, any act committed by the Customer in violation of intellectual property

rights of a third party shall construe a material breach and SLT shall forthwith receipt of such complain suspend/terminate the Service. (Descriptive information vide Website)

C. PEO TV Service (Further to Clause No. 4.3 of the Application form)

Content and Features of the Service

- a) SLT reserves the right to change the channels and/or content in any package offered including but not limited to any other features offered under the Service with or without notice to the Customer. SLT also reserves the right to enhance, add, downgrade and/or delete any features in the Service at its sole discretion.
- b) PEO TV service is provided to the Customer with the Parental Control feature which is a special feature in the Electronic Programme Guide (EPG). Accordingly, the Customer shall be fully responsible in operating the said special feature in respect of the content being broadcast. Parental Control shall mean the ability to control/hide or block channels according to your preference, restricting children from watching PEO TV channels not suitable for them.
- c) SLT reserves the right to charge for any extra Content ordered through the EPG.
- d) The Customer shall be committed for a minimum period of one (01) month for the channels selected on a-la-carte basis, for billing purposes.
- e) The content provided herein are protected under copyright laws and the Customer shall not cause or allow its licensees, servants, agent, employees and/or representatives to copy or duplicate or reproduce the content being broadcast through the Service and the Customer shall be held liable for any act of such unauthorized copying or duplication or re-broadcasting.