

## Terms and Conditions

### 1. PEO TV Service, Content, Features of the Service and Equipment

- 1.1 SLT will provide the Subscriber with the Package that the Subscriber has subscribed to. The Subscriber can upgrade the Package selected at any point but is only allowed to downgrade after the expiry of the Minimum Service Commitment Period. If the Subscriber downgrades the Package during any billing period an additional charge may be levied.
- 1.2 The Service may include additional packages, value-added-services and a-la-carte Content that SLT makes available from time to time. If charges apply for these additional services, the Subscriber authorizes SLT to charge for these services to the Subscriber's account.
- 1.3 The Subscriber shall be provided with a Set Top Box and a Home Gateway (if applicable) ("CPE") in order to receive the Service. The Subscriber has no right to pledge, sell, mortgage, otherwise encumber, give away, remove, relocate, alter, or tamper with the CPE at any time; and is responsible for preventing the loss/misuse or destruction of CPE and keeping the CPE in good and useable conditions at all times until the CPE is returned to or collected by SLT.
- 1.4 The CPE installed at the Subscriber's Residence WILL REMAIN THE PROPERTY OF SLT AT ALL TIMES and shall be used in accordance with any manuals and/or instructions provided by SLT and SLT shall repair, maintain and replace the CPE during the period of this Agreement. In the event the CPE is lost/stolen or damaged or mistreated or used improperly or otherwise than in accordance with this Agreement or any unauthorized acts by the Subscriber to the CPE or the Subscriber fails to handover the CPE to SLT or the CPE is damaged due to any natural causes or acts of God including but not limited to lightning and high voltage/current, SLT will charge the Subscriber the costs for repairing/replacing the CPE.
- 1.5 SLT may relocate the installation of the Service after SLT has installed it at the Subscriber's Residence, at the request of the Subscriber, subject to technical feasibility at SLT's discretion. For such relocation SLT will charge standard relocation charges from the Subscriber.
- 1.6 SLT reserves the right to change the Content in any Package offered including any other features offered under the Service, changing the scheduled broadcasting time or withdraw Content, temporarily/permanently block/black-out Content and reserves the right to enhance, add, downgrade, change and/or delete any features in the Service (including but not limited to Time Shift Television) with or without notice to the Subscriber at its sole discretion.
- 1.7 The Subscriber understands that the Content is subjected to Parental Control which is a special feature in the PEO TV Service and the Subscriber can use the Parental Control to restrict/enable access to certain Content and shall be fully responsible in operating the Parental Control.
- 1.8 For any Content including but not limited to a-la-carte channels, Video On Demand ('VOD') or Special Video On Demand ('SVOD') ordered from the Subscriber end, the Subscriber shall bear all charges and applicable taxes and levies. Any decision taken by SLT on a related dispute/matter shall be final and conclusive.
- 1.9 The Content provided herein are protected under intellectual property law and the Subscriber shall not cause or allow any other person to copy or duplicate or re-broadcast the Content and the Subscriber shall be held liable for any act of such unauthorized copying or duplication or re-broadcasting by himself/ a third party.

### Fees and Payments

- 2.1 The Subscriber undertakes to pay the Service Enabling Fee, Monthly Rental for the Package and all other charges for All Services that have been incurred by the Subscriber and any applicable taxes/levies on the due date specified in the invoice.
- 2.2 The Service Enabling Fee will be applicable only in respect of a Standard Connection and may vary according to any additional work required by SLT. SLT will charge for any value added services and/or a-la-carte Content ordered through the Service and the Content selected on a-la-carte basis will be charged for the calendar month irrespective of the date of ordering of the Content.
- 2.3 SLT shall refund the Service Enabling Fee to the Subscriber, in the event SLT fails to provide the Service due to any technical reason which SLT deems it cannot resolve/rectify or if the Subscriber continuously experiences any technical defect /failure as stipulated under clause 3.6.
- 2.4 Subject to clause 2.3, the Subscriber shall not be entitled for any refund whatsoever of the Monthly Rentals and/or Service Enabling Fee and/or any other payments already paid to SLT, in the event of termination of the Agreement and/or temporary service interruptions due to reasons beyond SLT's control including but not limited to force majeure situations.

### Suspension and Termination

- 3.1 Any outstanding payment whether in full or in part with regard to All Services shall lead to suspension/disconnection and/or termination of All Services provided by SLT as per provisions set forth under the "Application for New Telephone Service" signed by the Subscriber.
- 3.2 The Subscriber agrees to access and only use the Service privately, in their Residence and shall not use the Service for commercial purposes or display it in a public area. If the Subscriber utilizes the Service for non-residential purpose/s, SLT shall have the right to either suspend/disconnect the Service without issuing the Subscriber any notice whatsoever and may institute legal action including but not limited to recovery of damages and/or breach of agreement.
- 3.3 If the Service has been disconnected by SLT under this Agreement, the Service will only be reconnected at the discretion of SLT and the Subscriber may be charged a reconnection fee for same, however, the Subscriber will not be entitled to any discounts he/she was receiving prior to the disconnection.
- 3.4 SLT may terminate the Agreement if the license issued to SLT by the Government Authority is withdrawn or not renewed due to any reason; or for its convenience by giving prior written notice to the Subscriber; or if SLT is unable to continue to provide the Service due to legal, regulatory or technical reasons.
- 3.5 SLT may terminate this Agreement immediately if the Subscriber breaches this Agreement or if the Subscriber has engaged in conduct in relation to the Service which is fraudulent or unlawful. In such an event, the Subscriber shall pay all Monthly Rentals, applicable taxes and all outstanding payments.
- 3.6 This Agreement may be terminated by the Subscriber only due to continuous technical defects/failures of the Service and failure on the part of SLT to rectify the same, upon provisioning of Twenty One (21) days prior written notice to SLT of such defects/ failures. In such circumstances SLT shall make its best efforts to rectify such technical defect/failure and if the same cannot be rectified the Service shall be terminated.
- 3.7 In the event the Subscriber wishes to terminate this Agreement except due to a technical defect and/or failure as provided under Clause 3.6 above, where SLT also agrees for such termination, SLT shall not be liable to any claims, charges, payments or refunds whatsoever to the Subscriber.
- 3.8 In the event the Agreement is terminated by either Party in accordance to Clause 3.4, 3.5 or 3.7, the Subscriber will pay and settle all outstanding payments due to SLT (including Monthly Rentals and any outstanding payment for the Minimum Service Commitment Period) up to the date of termination of this Agreement and return the CPE to SLT.

### Indemnity and Limitation of Liability

- 4.1 Apart from any rights that cannot be lawfully excluded, SLT does not make any promises and assurances to the Subscriber about the Service, EPG, features in the Service and the CPE. SLT do not accept any responsibility for the accuracy of information contained in the Service.
- 4.2 **Indemnity:** The Subscriber shall indemnify and hold harmless SLT, its subsidiaries, representatives, employees, contractors and agents in respect of any actions, claims, damages and/or losses against SLT made by the Subscriber or any other person which arises or is connected with the installation, maintenance, repair or removal of the Service or the CPE to the Subscriber; or the Subscriber's use of the Service or CPE; or infringement of intellectual property rights by the Subscriber.
- 4.3 **Limitation of Liability:** SLT shall not be liable for any claim for infringement of any intellectual property rights; libelous, slanderous and/or defamatory Content broadcast through the Service; or any loss/damage caused to the Subscriber due to suspension/disconnection/interruptions in the Service; or any loss/damage caused to the Subscriber or a third party as a result of reliance upon any Content accessed through the Service including but not limited to the accuracy of the EPG; or any indirect or consequential loss/damage that arises out of or in connection with this Agreement, the Service and/or CPE; or the Subscriber's use or operation of all Services or CPE; or misuse or failure of the Service or the EPG caused by the Subscriber or any other person at the Subscriber's Residence; or any loss of Content recorded or downloaded to CPE; or any loss the Subscriber or another person suffers as a result of misuse or unauthorized use of the Subscriber's account, Parental Control, and any other cause outside SLT's reasonable control; or any damage to CPE caused by fire, flood, wind, lightning, earthquake, or other acts of God; or damage caused by high voltage/current or any pre-existing structural defects or the normal wear and tear in the Subscriber's Residence in relation to the installation of the CPE.

### General

- 5.1 **Assignment:** The Subscriber shall not assign or transfer, whole or part of the rights and/or obligations under this Agreement to any third party without the prior written consent of SLT. However, SLT may transfer or assign any of its rights or obligations under this Agreement.
- 5.2 **Entire Agreement:** The Subscriber shall agree that this Agreement shall form part and parcel of the 'Broadband Services Agreements' (if applicable) and the 'Application for New Telephone Service' that the Subscriber has entered into.
- 5.3 **Governing Law & Dispute Resolution:** This Agreement will be interpreted in accordance with the laws of Sri Lanka and any dispute shall be resolved by reference to the Courts in Sri Lanka.
- 5.4 **Variations:** The Service Enabling Fee and Monthly Rental and any other Fees in respect on the Service shall be subject to revisions and the term and conditions set forth herein may change from time to time.
- 5.5 **No Waiver:** No delay by SLT in enforcing any term or condition of this Agreement nor the granting of time by SLT to the Subscriber in order to fulfill his/her obligations shall prejudice or be interpreted as waiving off the rights or powers of SLT under this Agreement; nor shall any waiver by SLT of any breach constitute a continuing waiver in respect of any subsequent or continuing breach.

### Definitions

- 6.1 **"Agreement"** shall mean the Application for Sri Lanka Telecom PEO TV entered between the Subscriber and SLT authorizing the Subscriber to receive the Service which is made up of these terms and conditions as varied from time to time;
- 6.2 **"All Services"** shall mean the services provided by SLT including but not limited to voice, video and data services;
- 6.3 **"Content"** shall mean channels, on-demand programmes, songs, applications, and/or any other programming material/advertisements being broadcast through the Service;
- 6.4 **"CPE"** shall mean Customer Premises Equipment including but not limited to Set Top Box and a Home Gateway
- 6.5 **"Minimum Service Commitment Period"** shall mean Twelve (12) months commencing from the date of Service provisioned to the Subscriber;
- 6.6 **"Package"** shall mean the programming package that the Subscriber choose to subscribe from time to time including the a-la-carte-channels, value added services the Subscriber have chosen to subscribe from SLT;
- 6.7 **"EPG"** shall mean the Electronic Programme Guide in the IPTV service;
- 6.8 **"Residence"** shall mean the address specified in the "Application for Sri Lanka Telecom PEO TV" and where the CPE is installed;
- 6.9 **"Service/PEO TV Service"** shall mean the Internet Protocol Television Service (IPTV) which is a pay television service over a broadband network or any other data communication medium SLT ventures into; Sri Lanka Telecom PEO TV ('PEO TV') is the brand name of the said IPTV service;
- 6.10 **"Service Enabling Fee"** shall mean the fee charged to enable the Service inclusive of all taxes/levies;
- 6.11 **"Standard Connection"** shall mean a single connection provided to a house, a residential unit or any other designated premises;
- 6.12 **"Subscriber/Customer"** shall mean the person/s entering into this Agreement and/or any other person/s using the Service.

## For Office Use Only

(Please mark "X" in appropriate box)

### 1.0 Service Acquired From:

Dealer Name

SLT Manpower

Area

SLT VisionCom

SLT Teleshop/RTO

### 2.0 Sale Handled By

Sales Executive' Name

Service No.

Sales Executive' Name

### 3.0 Remarks