

CUSTOMER TERMS AND CONDITIONS RELATED TO FREE TV SERVICES OFFERED BY FREESAT LANKA (PRIVATE) LIMITED

These terms and conditions herein stipulated govern the provision of Services (defined below) provided by **Freesat Lanka (Private) Limited** (the Company). The Customer is required to read these terms and conditions and provided that the Customer agrees with the same, thereafter duly complete and sign the Freesat Customer Registration Form including the KYC Information ("Application Form"). Accordingly, the due completion of the Application Form by the Customer shall be construed and indicated as the Customer having read, understood and accepted these terms and conditions.

1. Definitions

- i. "Agreement" means this agreement for the Services entered into between the Company and the Customer in accordance with these terms and conditions, as may be varied by the Company from time to time;
- ii. "Company" means Freesat Lanka (Private) Limited, its successors and assigns;
- iii. "Customer" means an individual over 18 years of age or an entity taking the Services and whose details are set out in the Application Form;
- iv. "Decoder" means a Set-Top-Box;
- v. "Equipment" means the satellite signal receiving equipment purchased by the Customer which shall include all or any of the below :
 - "Freesat" Set-Top-Box/ Decoder, power pack, remote control device and their components;
 - Satellite Dish Antenna;
 - LNB;
 - Coaxial cable; and
 - Other applicable accessories thereto
- vi. "KYC" means Know Your Customer, which includes full name, installation address, National Identity Card ("NIC") number/ Driving License("DL") or Passport ("PP") number, mobile number, email address (if available), Company incorporation/ Business registration number in case of a business and clear signature of the Customer
- vii. "Premises" means any place or building where the Equipment is installed;
- viii. "Services" means the free television transmission services provided by the Company on a subscription free basis to the Customer under the name and style of "FREESAT";

ix. "TRCSL" means Telecommunications Regulatory Commission of Sri Lanka

x. "3rd Party Seller" means any person other than any staff or personnel from "Freesat" and any Distributors, Regional Distributors, Dealers, Retailers and etc not authorized by "Freesat" to sell "Equipment"

Words importing the masculine gender include the feminine.

Words importing the singular include the plural and vice versa.

The expression importing a natural person includes but is not limited to any company, partnership association, corporation or other body corporate and any Governmental Agency. The headings are for convenience only and shall not affect the interpretation to be given to the clauses hereunder.

2. Services

i. The Company shall provide the Customer with connectivity to the Services upon successful installation of the purchased "Decoder" and other "Equipment" as may be applicable and upon following the instructions for activation as set out in the instruction leaflet and / or as indicated on www.freesat.lk / freesat service activation and the due fulfillment of any other obligations by the Customer as set out hereto.

ii. In the event the Customer uses any other equipment and / or wiring and / or any other connections / components other than the Equipment herein and which are items not provided and/or approved by the Company, there may be an inability to establish a proper connection to receive the Services. In such an event, the Company shall not be liable to the Customer for the failure to establish a successful connection to the Services.

iii. The Customer shall pay and settle in full to the Company the stipulated unit price as set out in the Application Form and / or as indicated on www.freesat.lk for the Equipment which shall be herein purchased by the Customer.

iv. "Freesat" reserves the right to;

(a). make variations and alterations to the "FREESAT Service" and/or content thereof from time to time at its' sole discretion;

(b). "FREESAT சேவை" மற்றும்/அல்லது அதன் உள்ளடக்கத்தில் அவ்வப்போது அதன் சொந்த விருப்பப்படி மாறுபாடுகள் மற்றும் மாற்றங்களைச் செய்தல்;

(c). unilaterally vary, add or amend the terms and conditions herein set out at its' sole discretion;

(d). at any time share Customer database with regulatory authorities, court of law should there be a request and its' subsidiaries, holding companies enabling "Freesat" to provide better Customer service;

(e). terminate this Agreement and /or stop providing “Freesat Services after giving 30 days’ prior notice to the Customers without assigning any reason or incurring any liability to “Freesat”;

(f). without prejudice to the foregoing, terminate this Agreement and or stop providing “Freesat” Services to a Customer/s with immediate effect without any notice,if

(i). a Customer acts in contravention of the terms and conditions herein stipulated;

(ii). “Freesat” believes Services or Equipment is being used for any illegal, unauthorized, criminal/ unlawful activities, immoral, improper purposes, any act of terrorism, illegal transmission/ re-distribution/ diversion or for a purpose other than for personal viewing including but not limited to in breach of intellectual property rights and/or other proprietary rights of the Company and/or any other third party;

(iii). any unauthorized equipment is connected to the Equipment and or if a Customer redistributes, rebroadcasts or diverts the Services;

(iv). the License to operate and provide the Services granted by the government/governmental authority is withdrawn or not renewed and/or competent authority such as TRCSL requests “Freesat” to do so as the case maybe;

(v). “Freesat” experiences technical problems within “freesat” network and or infrastructure; and

(vi). the Company is unable to continue the Services for any reason whatsoever;

(g). either temporary or permanently suspend “Freesat” Services at any time without prior notice or assigning any reason;

(h). vary or revise the Equipment fee, out of warranty service or after sales support charges and or any other applicable charges as required by “Freesat” and the Customers hereby agree to abide by the same; and

(i). disconnect the “Freesat” Service upon producing /uploading the wrong/improper KYC information, images and any other details as requested.

3. Installation and Maintenance of Equipment

- i. Installation of the Decoder and "Equipment" at the Premises of the Customer shall be a responsibility of the Customer as per the instructions provided and the Company shall not be responsible for the same. However, if a Customer requires any assistance (technical or otherwise) with regard to installations he may contact "Freesat" hotline 0706 333 666 or he can get connected to a registered installer in the area via www.freesat.lk/GetFreesat by submitting a duly completed form online.
- ii. Upon the full payment of the selling price for the Equipment, the said Equipment shall become a property of the Customer and the Customer shall be considered the owner of the said Equipment.
- iii. Throughout the duration of obtaining Services from the Company, the Customer shall not make any changes on serial numbers in the Equipment or otherwise tamper with the Equipment and shall not use "Freesat" Services to commit terrorist, improper, immoral, unauthorized, unlawful activities or illegal transmission or redistribution.
- iv. The Customer shall be responsible for the security and the condition of the Equipment and adhere to all laws, regulations and guidelines concerning the Customer's use of "Freesat" Services.
- v. The Customer shall ensure that the Equipment is lawfully owned / possessed and that the same is not in contravention of any laws or regulations of Sri Lanka.
- vi. For the purpose of setting up the Equipment the Customer shall provide the installer, space, electric outlets, power supply and any other facilities incidental thereto including any extra cabling that may be required at his own cost.
- vii. The Company shall not be liable for any damages caused to the building or other property within the Premises or appurtenant thereto in the course of or incidental to the installation of the Equipment by an Installer.
- viii. The power pack and LNB and remote control device purchased by the Customer as part of the Equipment shall include a warranty of Six (06) months and Three (03) months respectively, while the set top box/ decoder also purchased by the Customer as a part of the Equipment shall include a warranty of Twelve (12) months each from the date of purchase of such Equipment (Refer ANNEXURE 1)
- ix. During the said warranty period, maintenance and support services (for the Equipment falling within the applicable warranty period/s) shall be made available to the Customers by the Company on a free of charge basis if the defect falls under the terms and conditions of Warranty. The Company may still handle out of warranty maintenance and support services for the Equipment at a fee. The Customer hereby agrees to abide by any revision of such out of warranty maintenance and support services fees.

4. Liability of the Company

i. The Company shall not be liable:

(a) for any claim for libel, slander, infringement of intellectual property rights/copyrights arising from the transmission and receipt of material in connection with the Services and any claims arising out of any act or omission of the Customer in relation to the Service;

(b) for any loss or damage caused to the Customer as a result of improper installation, re-fixing or any other modification done by an independent 3rd party;

(c) to send technical teams and to carry out necessary repairs/ and or trouble shoot (on a free of charge or at a cost basis) throughout the duration of obtaining “Freesat” Services by the Customer even during the period of warranty;

(d) to refund and /or reimburse any additional fee that the Customer has paid for a 3rd Party Seller on top of the “Maximum Retail Price” (MRP) for Equipment stipulated from time to time by the Company;

(e) for any verbal, unofficial or informal communication that the Customer has had with any 3rd Party Seller or installer not registered with “Freesat” regarding installations and/or any equipment removal or charges relating to the same and/or any promises regarding the Channels and their content of the “Freesat” Services except for the information set out in “Freesat” official website www.freesat.lk and published on “Freesat” official social media platforms;

(f) for not broadcasting of any particular Channel/s or event/s on a Channel/s ; sports or otherwise on “Freesat” Services due to a Channel Provider not obtaining satellite broadcasting rights for such event/s in the territory from the respective license holder/s and the Company shall not be liable for any loss or inconvenience to the Customer resulting therefrom and/or by any alteration to the “Freesat Services and/or content

ii. All conditions or warranties which may be implied or incorporated into these terms and conditions by law or otherwise are hereby expressly excluded to the extent permitted by law.

iii. The Company shall not be liable to the Customer or any third party authorized by or claiming through the Customer or otherwise for any loss or damage, whether it be direct, indirect, special, consequential or loss of business / revenue /profits of any nature suffered by the Customer or any third party through the provision and/or disconnection of the Services and/or the interruption and/or loss of Services due to any cause whatsoever.

iv. To the fullest extent practicable by law, the Company shall not be liable to the Customer or any third party for any injury caused to or suffered by such party or their property arising from or occasioned by the use of the Equipment and or “Freesat” Services.

v. Except for the manufacturing defects and other situations covered under the Equipment Warranty under ANNEXURE 1 of this Agreement, the Company shall not be responsible for any other malfunction or defect in the Equipment or the loss and/or interruption of the Services for any reason whatsoever. In such instances, customers may directly contact the “Freesat” hotline for assistance.

5. Indemnity

The Customer undertakes and agrees to indemnify and hold harmless the Company at all times against all actions, claims, proceedings, costs, losses and damages including but not limited to libel, slander, or infringement of copyright or other intellectual property rights or death, bodily injury or property damage, howsoever arising which the Company may sustain, incur or pay, or as the case may be, which may be brought or established against the Company by any person whomsoever arising out of or connection with or by reason of the operation, provision or use of the Services and/or Equipment under or pursuant to these terms and conditions and which is attributable to an action, omission or negligence of the Customer, its servants, suppliers, employees, authorized representatives or agents.

6. Assignment and Multiple Activations

i. The Company may assign these terms and conditions in whole or in part to its successors and permitted assigns and any third party at its discretion.

ii. Except in the case of any permitted assignment of this Agreement, a person who is not a party to this Agreement has no right of enforcement of any term or condition contained in this Agreement.

iii. Once the “Freesat” STB/ Decoder is activated for “Freesat” Services by the Customer using one mobile number the same mobile number cannot be used to activate a 2nd or multiple STBs for a private residential dwelling, resulting in the deactivation of the previously activated STB. Provided however if the Services are taken by the Customer for a commercial dwelling, with the prior written permission of the Company upon submitting the documents as may be requested by the Company the Customer may do multiple STB activations by using a single and or the same mobile number.

7. Force Majeure

- i. The Company shall not be liable for any failure or breakdown in the Service due to weather conditions, war, hostilities, acts of terrorism, riots, strike, lockout, civil commotion, earthquake, lightning, rain, cloud cover, flood, pandemics, accident, fire, explosion, natural disaster, act of God, governmental acts, regulations or directions and/or any other cause not within the control of the Company.
- ii. If the force majeure event prevails for more than One (01) month, the Company shall have the right to suspend and/or terminate the Agreement.

8. Miscellaneous

- i. This Agreement and any dispute herein shall be governed by the laws of Sri Lanka. Any dispute which cannot be resolved between the parties through amicable means shall then be settled under the exclusive jurisdiction of the courts of Sri Lanka.
- ii. The Customer's continued use of the Services shall indicate the agreement on the part of the Customer to abide by and proceed with any variations made to this Agreement which shall be duly updated on www.freesat.lk by the Company from time to time. Unless specified otherwise any specific notice required to be given to the Customer as per the terms of this Agreement; the Company may so and such notices shall be deemed to have been duly served upon and received by the Company,
 - (a). if published on Freesat Official Website, at the time of publication
 - (b). if published in a Sinhala, Tamil or English News Paper, on the day of such publication;
 - (c). if sent by electronic mail, at the time it was sent;
 - (d). if sent by pre-paid post, on the day following the dispatch of the letter;
 - (e). if sent by text message, at the time the text message was sent.
- iii. No delay or indulgence by the Company in enforcing any terms or conditions herein, nor the granting of time by the Company to a Customer shall prejudice the rights or powers of the Company, nor shall any waiver by the company of any breach constitute a continuing waiver in respect of any subsequent or continuing breach.
- iv. In the event any of the provisions herein contained should be 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. Such invalid or unenforceable provision shall be deemed deleted.
- v. Nothing in this Agreement shall grant the Customer any intellectual property rights of the Company or the Services.

vi. In the event of any inconsistency / dispute between the English, Sinhala and Tamil Terms and Conditions, the English translation shall prevail to the extent of the conflict.

ANNEXURE 1

EQUIPMENT WARRANTY PERIOD

Item	Warranty period	Selling method
FREESAT DVB S2X HD SET-TOP-BOX/ DECODER	1 year	New activation
Refurbished/ Repaired STB	Remaining warranty period left	Within warranty due to a fault
Universal remote controller	3 months	Out of warranty accessory sale due to a fault
Universal power adaptor	6 months	Out of warranty accessory sale due to a fault
LNB (Lower Noise Block)	6 months	Out of warranty accessory sale due to a fault
Other accessories <ul style="list-style-type: none"> • Dish antenna and its' parts • RG6 Coaxial cable and accessories • HDMI cable • RCA (AV) Cable • AAA Batteries • Ethernet cable • U clips, Cable ties, F Connectors • Splitters • Nuts and bolts 	No warranty	

EQUIPMENT WARRANTY TERMS AND CONDITIONS

1. Freesat Lanka (Private) Limited [PV85639] ("Freesat") warrants to the original purchaser ("Customer") that the equipment mentioned in the table above, as may be applicable to the Customer ("the Equipment"), purchased hereunder shall be free from defects in material and workmanship under normal use and service for the period corresponding to the Equipment set out in the table above ("Warranty Period"), commencing from the date of purchase of the Equipment ("Limited Warranty"). "Freesat" at its option will, at no charge, either repair or replace the Equipment during the Warranty Period, provided the Equipment is returned in accordance with the terms of this Limited Warranty to any of the "Freesat" Technical Support Centres, the location details of which are specifically mentioned below. "Freesat" reserves the right to charge a fee for any inspection or repair from the Customer if the fault is not due to the manufacturer's fault/error and/or is not covered under the terms of the warranty. In the event a fee is charged for the inspection or repairs, "Freesat" may retain the Equipment until such fee is settled in full.

2. Unless otherwise specified in this Limited Warranty, this warranty shall only be applicable in Sri Lanka.

3. All decisions made by "Freesat" in respect of the servicing of the Equipment (including repairs, replacements or issues relating to defect or workmanship or materials) shall be conclusive and the Customer agrees to be bound by such decisions. Any defective Equipment or part thereof replaced shall become the property of "Freesat".

4. "Freesat" cannot be held responsible in any way for any ancillary equipment not provided by "Freesat", which is attached to and used in connection with the Equipment or for the operation of the Equipment with any ancillary equipment.

5. THIS LIMITED WARRANTY DOES NOT COVER:

5.1 If the Equipment is not purchased from “Freesat” or its authorized distributors / dealers / Retailers etc.;

5.2 If the defects are caused by mishandling, abnormal use, abnormal condition, improper storage, exposure to moisture, liquid or dampness, corrosion, rust stain, exposure to excessive temperatures, sand, dust, dirt, other pollution or environmental conditions, failure to follow precautions or proper operating instructions stated in the instruction manual such as improper installations, use of any 3rd party repairs, misuse, neglect, abuse, accident, alteration, disassembly, natural disaster, acts of God and any force majeure events, spill of food or liquids, mis adjustment of customer controls or other acts which are beyond the reasonable control of “Freesat”, including deficiencies in consumable parts such as fuses and breakage or damage to antennas, unless directly by defects of materials or workmanship, and normal wear and tear of this Equipment, unsuitable electricity supply, animals or insects, faulty installation or caused by program, data, virus, spyware, Trojans, third-party software and/or other files;

5.3 If the warranty seal/sticker of this Equipment has been removed, defaced or altered rendering it difficult to identify this Equipment;

5.4 Improper testing, operation, maintenance, installation or any alteration or modification of the Equipment;

5.5 If any alterations whatsoever had been effected this Limited Warranty regarding the year, month and date of purchase, the name of the Customer, the name of the dealer/distributor, and the serial number;

5.6 If “Freesat” was not notified by the Customer of the alleged defect, theft or malfunction of this Equipment during the Warranty Period;

5.7 If this Equipment was used in connection with an accessory not supplied by “Freesat”, or used for purposes other than for which it is reasonably intended;

5.8 Scratches or damages to plastic surfaces and all other externally exposed parts that are due to normal Customer use;

5.9 Software supplied with the Equipment;

5.10 The Warranty Certificate is not returned together with the Equipment;

5.11 All related and incidental costs incurred thereto (without limitation to spare part costs, maintenance cost, delivery etc.) shall be borne by the Customer.

6. THIS LIMITED WARRANTY BECOMES VOID IF:

- 6.1 The serial number or any of the warranty seals/stickers on the Equipment and/or accessories are altered defaced, broken or show evidence of tampering;
- 6.2 The accessories are used with an equipment or service other than the Equipment for which it is specified;
- 6.3 Any term contained in this Limited Warranty has been altered or modified in any way without prior written notice to "Freesat";
- 6.4 The Equipment is used or the benefit of this Limited Warranty is claimed outside Sri Lanka;
7. The Limited Warranty is extended by "Freesat" to the Customer only and is not assignable or transferable to any subsequent purchase/customer;
8. This Limited Warranty sets forth "Freesat's responsibilities in relation to the warranty aspect of the Equipment;
9. To the extent allowed by Sri Lankan Law, the remedies in this Limited Warranty are the Customer's sole and exclusive remedies.
10. IN NO EVENT SHALL "FREESAT" BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE EQUIPMENT OR FOR ANY LOSS OF USE OF TIME, LOSS OF DATA, INCONVENIENCE, COMMERCIAL LOSS, LOSS OF PROFITS OR SAVINGS OR OTHER INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF ANTICIPATED BENEFITS OR PROFITS). THE EXTERNAL HOUSING AND COSMETIC PARTS SHALL BE FREE OF DEFECTS AT THE TIME OF SHIPMENT AND THEREFORE SHALL NOT BE COVERED UNDER THESE WARRANTY TERMS.
11. THIS LIMITED WARRANTY IS GIVEN IN LIEU OF ALL OTHER EXPRESS WARRANTIES AND CONDITIONS INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE FOR THE DURATION OF THIS LIMITED WARRANTY. "FREESAT" ASSUMES NO LIABILITY FOR THE BREACH OF WARRANTY BEYOND CORRECTING THE BREACH IN THE MANNER DESCRIBED ABOVE. IN NO EVENT SHALL "FREESAT" BE LIABLE FOR ANY CONSEQUENTIAL, LOSS OR DAMAGES INCLUDING LOSS OF USE OR LOSS OF PROFITS RESULTING FROM THE EQUIPMENT OR TO THE FULL EXTENT SUCH MAY BE CLAIMED BY LAW.
12. EXCEPT AS PROVIDED IN THE LIMITED WARRANTY, NO OTHER WARRANTY EXPRESS OR IMPLIED OR GUARANTEE GIVEN BY ANY OTHER PARTY IN RESPECT OF THE EQUIPMENT SHALL BIND "FREESAT".
13. The Customer shall be responsible for all charges incurred in returning the Equipment/accessory.

14. If this Equipment is returned to any of the "Freesat" Technical Support Centers after the expiration of the Warranty Period, normal service policies of "Freesat" (if applicable) shall apply (as communicated to the Customer from time to time) and the Customer shall be charged accordingly.

14.1 "Freesat" neither assumes for it any other obligation or liability beyond that which is expressly provided for in this Limited Warranty;

14.2 All warranty information, Equipment features, and specifications are subject to change without notice.

15. "Freesat" makes no representations or warranties, either expressed or implied by or concerning any of the content of the Equipment.

16. Terms and conditions set forth in this Limited Warranty shall be governed and construed according to the laws of Sri Lanka.

"Freesat" Technical Support Center

Freesat Lanka (Private) Limited - Service Division

86/4, Negombo Road

Kandana

Telephone: 0706-3336-66

"Freesat" Service Support Hotline: 0706 333 666 – Ext. 3