

Terms of Use – Sky Services on StudentCom (a CableCom Networking Ltd Platform)

General

These Terms of Use set out the terms on which we provide the Sky Sports and Sky News channel pack as offered to end users (“**Sky Service**”) to you. This agreement is between you and British Sky Broadcasting Limited (“Sky”). By purchasing the Sky Service and proceeding to use such service, you confirm that you are bound by these Terms of Use.

You will need to have a StudentCom account and compatible device (currently PC or Mac) (“**compatible device**”) to view the Sky Service.

Once you confirm your purchase with StudentCom your access to the service will begin immediately.

If you have any customer service queries please contact StudentCom via the telephone number provided on the StudentCom portal or e-mail support@studentcom.co.uk

Definitions

In these Terms of Use, “**service(s)**” means the services provided by Sky available via the StudentCom internet access service, “**content**” means the selection of linear channels that will be made available via the relevant Sky Service, “**StudentCom service**” means the internet access service provided by StudentCom and accessible via a compatible device.

Terms

1. The service

- a. To purchase the Sky Service you must be aged 18 or over, have a valid credit or debit card and an active StudentCom account.
- b. The Sky Service will give you immediate access to the content for the access period purchased.
- c. Your credit or debit card will be debited straight away and as soon as you complete your purchase. Turning off your compatible device will not stop or pause the access period.
- d. Once your relevant access period has expired, the content will no longer be available to you. All relevant access periods will be told to you at the time of purchase.

2. Your permission to access the services and content

- a. You may only access the content and service in the UK (including the Channel Islands and Isle of Man).
- b. You may only access the content and service via the StudentCom service.
- c. You may only use the service and content in the ways expressly permitted in these Terms of Use (as updated from time to time). You can only access the service and content for your personal, non-commercial use. You must follow our reasonable instructions and requirements in relation to how you use the service and content.
- d. Some examples of the things you **mustn't** do:
 - i) copy, rent, sell, reproduce, publish, republish, post, broadcast, frame, transmit the services or content (or any part of them), or make them available to the public, or authorise or assist anyone else to do so, except as permitted under the Copyright Designs and Patents Act 1988, as amended from time to time (“Act”). The exceptions in the Act are limited and you must make sure you are legally entitled to rely on one of them;
 - ii) make any direct or indirect charge for watching or using any part of the services or content;
 - iii) show any of the content or any part of the service in public to an audience, even if no direct or indirect charge is made; or
 - iv) access or use the services or content for any improper or unlawful purpose or allow anyone else to do so.

3. Intellectual property rights

- a. The services (and any other material or software made available as part of the services) and content are protected by intellectual property laws, our agreements with third parties, and these Terms of Use. All copyright, trade-marks and all other intellectual property rights in the services and the content (and any other material, software or content made available as part of the services) will remain ours or, where applicable, our third party content partners/providers.
- b. You mustn't copy (except as permitted under the Act (defined above), publish or republish, post, transmit, reverse engineer, decrypt, decompile, disassemble, alter or commercially exploit the software you use to access the service.

4. Changes to the service and content

- a. The service and content is variable and therefore may change from time to time or end without notice. We make no commitment to continue supporting the service on an ongoing basis.
- b. Some of the content we provide is supplied by third parties. The availability of such content is outside our control and we may be unable to make certain programmes available via the service. We'll use our reasonable efforts to notify you in advance (via the StudentCom service or within the Sky Service) about the unavailability of certain content. In addition, some features of the channels available via the Sky Service may differ from the channels broadcast on other platforms. For example, features such as teletext and the red button may be unavailable.
- c. In some cases it might not be possible or practical to give you advance notice; for example, if an urgent change is required for security reasons, or due to a request or demand or threat of action from a regulatory authority or other third party, or for any other reason which is beyond our reasonable control.

5. Sky's right to cancel our agreement

At any time and where practicable with notice in advance, we may cancel our agreement (or any part of it) and/or suspend or restrict your use of all or any part of the services and/or content where any of the following events arise:

- (i) You breach these Terms of Use.
- (ii) We suspect or believe that you've committed or may be committing any fraudulent activity against us or against any other person or organisation through your or their use of the service or content.
- (iii) Technical or operational reasons which are beyond our reasonable control.

6. Sky's right to change these Terms of Use

- a. We can change these Terms of Use at any time.
- b. The most up to date version of the Terms of Use will always be available on the URL: www.studentcom.co.uk/downloads/skytv/sky_tandc.pdf

7. Prices and payments

- a. The price of the service is set out on the StudentCom service and may change from time to time.
- b. Prices include VAT and any applicable sales tax.
- c. All payments to access the service must be made in advance to StudentCom (who take payment on Sky's behalf).
- d. If you take up a special offer, the relevant terms and conditions will be varied to take account of the offer terms and conditions.

8. Liability

- a. Nothing in these terms and conditions, limits our liability for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation or for any matter that we cannot exclude or limit as a matter of law.
- b. To the full extent permitted by law, we and our associated companies and agents exclude responsibility and all liabilities arising from:
 - i) any use of the service which isn't authorised by us;
 - ii) ending, suspending or restricting the services or content or any part of the services or content in accordance with these Terms of Use;
 - iii) any delay, failure, act or default in relation to the provision of the services and the content;
 - iv) errors, viruses or bugs present in or arising from your use of the service
 - v) incompatibility of the service or content with any other software or hardware (including any compatible devices);
 - vi) any act or default of any third party supplier, device manufacturer or provider of a device operating system;
 - vii) any act or default of StudentCom in relation to your use of and access to the service, including without limitation: any problems with your StudentCom service, the StudentCom payment system or authentication processes; and
 - viii) any matters which are beyond the reasonable control of British Sky Broadcasting Limited.
- c. If you require any advice on your legal rights, you can refer to www.adviceguide.org.uk.

9. Law and geographical limits

- a. Any part of these Terms of Use found to be unenforceable will be treated as deleted and the remainder of the Terms of Use will continue to govern the relationship between us and you.
- b. English law governs your use of the service, these Terms of Use and any dispute arising out of them, unless you live in Scotland in which case Scots law will govern these matters. Any dispute can be dealt with by any UK court that can lawfully deal with the case.
- c. The agreement between us and you is personal to you and no third party is entitled to benefit under it. We can transfer our rights and obligations under these Terms of Use to any company, firm or person. You may not transfer your right or obligations under these Terms of Use to anyone else.

10. BSKYB Ltd details

British Sky Broadcasting Limited (registered number 02906991) of Grant Way, Isleworth, Middlesex, United Kingdom, TW7 5QD. Our UK VAT number is 440 6274 67.