

SET MAX SUBSCRIPTION TERMS AND CONDITIONS

INTRODUCTION

These are the terms and conditions applicable to the MAX Subscription Contract. It explains the conditions you must keep when you subscribe to the "MAX" channel. Reference to "SET Asia" or "we" or "us" in this Contract shall be read as references to SET Asia Ltd.

CONTACT DETAILS:

All correspondence including inquiries, complaints and suggestions, may be addressed to the following:

Postal address : SET MAX, PO Box 26806, Kirkcaldy Fife KY2 6ZX, United Kingdom.

1. DEFINITIONS:

The following definitions shall apply:

Address: *your residential address in the United Kingdom registered with us.*

Channel: *SET MAX, also known as MAX. If other channels are made available under the Contract and included in your Service, such channels shall be included in the reference to Channel herein.*

Call Centre: *The telephone customer management centre of the Channel, currently available at telephone number 08700 505045. This telephone number may change from time to time.*

Conditions: *The terms and conditions in the Contract and any changes we may make to them.*

Contract: *SET MAX Subscription Contract between you and us authorising you to receive the Service for private viewing at your Address.*

Cooling Off Period: *The seven working days period from the commencement of the Contract within which you are entitled to cancel the Contract as per United Kingdom laws. For details please see Clause No 16 below.*

Digibox: *an authorised satellite decoder compatible with the digital conditional access (encryption) system used for the encryption of the Channel.*

Minimum Term: *the first 12 months from the date on which you first subscribed to receive the Service.*

Pre-Requisites: *Items you must ensure you have before subscribing to the Service. You will need a properly installed Digibox and satellite dish to receive our broadcast signals. You will not be able to use the Service if you do not have these items.*

Prices: *The price of the Service rendered to you under the Contract. The prices may change from time to time. Please refer to Clause No 4.*

Service: *your receipt of satellite broadcasts of the Channel using the Viewing Card sent to you under the Contract. If during the Contract, other services are made available and you want to change your service and we allow this, the Service is the new option chosen by you.*

Service Provider: *our nominated Service provider, currently Sky Subscriber Services Limited.*

Subscription Payment: *the payment of the Price which you must pay us to provide the Service under the Contract.*

United Kingdom: *the United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.*

Viewing Card: *the card you need which will allow you to receive the Service when used with a Digibox. You are only entitled to one Viewing Card under the Contract.*

2. ACCEPTANCE OF CONTRACT

You are deemed to have accepted the terms and conditions of the Contract on Commencement of Contract (as defined in Clause No. 3).

3. COMMENCEMENT OF CONTRACT

The Contract shall commence on the day ("Commencement of Contract") you have passed your credit card details, direct debit details or other payment details to the Call Centre for the payment of the Subscription Payment for the Service.

4. PRICES

The price of the Service quoted to you at the Commencement of Contract is valid for one month. Thereafter, we may change the price of the Service at any time by giving you at least one month's notice when any or all of the following occur:

- (a) if we at your request add extra channels to your chosen Service;
- (b) if required by law or if any regulatory authority requests or requires a change to any aspect of our pricing which affects your Service directly and our pricing structure generally; or
- (c) if the 12 month Minimum Term has ended or will end on or before the expiry of such notice.

5. PAYMENTS

a) Subscription Payment towards the Service must be made in advance either on a monthly or yearly basis either by direct debit, by credit card or other agreed upon methods. Once you have chosen your payment method we will deduct payments for your Service in advance from the date we have sent you your first Viewing Card. We may from time to time assess your credit worthiness using credit scoring and we may use information from and supply information to outside agencies for this. We will apply reasonable practices for administering your account based on the result of that scoring.

(b) If other services are offered, we will allow you to change your Service option but may charge a reasonable administration fee. If you change your option, you must remain with and pay for that option for at least one month (but subject to the Minimum Term).

c) You must allow us to alter your direct debit or credit card instruction if the Price of your Service changes for any reason.

d) If at any time during your subscription, you cancel your direct debit, charge back the payment you had made on your credit card or withhold payment in any manner, your account will automatically be suspended on the first day of such cancellation or charge backs and your viewing cancelled. Within five days of your account being so suspended whichever is earlier we may without prejudice to our legal remedies in the matter terminate your account and either Clause No 13 or Clause No 16 or both shall apply.

6. CHANNELS AND PROGRAMMING

(a) We can replace or withdraw advertised programmes. We can change or reduce the number of hours of the Channel's broadcast; provided that if we reduce the number of hours by more than 3 hours, you will have the right to terminate your subscription. We may unencrypt the Channel for reasonable promotional periods.

(b) We can offer you additional channels that may be available as a package with the Channel and/or individually. If so, you will be given the option to change your Service to include the new Channel(s) at the offered prices.

(c) We can withdraw any Channel. If we vary your chosen Service or withdraw it or any channels in it, you may terminate the Contract having regard to Clause No 13 and 16 or change your option and pay the then applicable retail price for such new option.

7. YOUR VIEWING CARD

(a) Your Viewing Card acts as a key so that you can unlock (unencrypt) the Service. However, possession of the Viewing Card does not mean that you have a right to receive the Service.

(b) SET Asia, Ltd. or its nominee continues to own the Viewing Card after it sends it to you and if we ask you to, you must return it after the Contract comes to an end or if the Viewing Card supplier requires you to return it when he sends you a replacement.

(c) Only you may use the Viewing Card which is sent to you. You can only use it at your Address with the Digibox in which it is first used to receive the Service and you must only use it for private residential viewing purposes. You must not use it in a hotel, motel, pub or other licensed premises or in any club or similar place. (See also Clause No 11).

(d) If you give your Viewing Card to anyone else, SET Asia, Ltd. or the Viewing Card supplier can invalidate it.

(e) You must not tamper with the Viewing Card or use it for anything we do not authorise.

(f) In order to continue to receive the Service without interruption, your Viewing Card must be kept in your Digibox at all times and you will need to keep the Digibox connected to a main power supply and suitable satellite dish and in a standby mode while not in use. You must allow us or our Service Provider to update the software in your

Digibox by sending additional signals via satellite to your Digibox. The software in your Digibox remains our property or the property of our Service Provider.

(g) We or our Service Provider shall be entitled to disclose your name, address and the services you receive via the Viewing Card as part of the proper administration of the digital satellite system.

(h) If your Digibox is connected to a telephone line, information may be passed from it to us and vice versa by telephone.

8. HOW LONG IS THE CARD VALID FOR

(a) For security reasons, your Viewing Card will be replaced from time to time. We will try to send you a new Viewing Card before the old one becomes invalid. We will advertise when the Viewing Cards are to be replaced.

(b) We may invalidate the Viewing Card if it is necessary to protect the security of the conditional access system or if we believe you are using the Viewing Card in ways which we have not authorised or where it is otherwise reasonable for us to do so.

(c) If you have missed any payment you owe to us, we can suspend the Service without giving you notice by invalidating your Viewing Card. This does not affect our rights to end the Contract under Clause No 13 shown below.

9. LOST, STOLEN OR MALFUNCTIONING VIEWING CARDS

(a) If your Viewing Card is lost, stolen or damaged, you must tell us immediately, either by phoning 08700 505045 or by writing to: SET MAX, PO Box 26806, Kirkcaldy, Fife KY2 6ZX, United Kingdom. We may charge you the cost of replacing your Viewing Card if it is lost, stolen or damaged.

(b) If your Viewing Card does not work, you must inform us either by phoning 08700 505045 or by writing to: SET MAX, PO Box 26806, Kirkcaldy, Fife KY2 6ZX, United Kingdom. If you return it, we will replace it free of charge provided it had a defect when it was supplied to you. If the Viewing Card is faulty or damaged in any other way or you do not return the faulty Viewing Card, we can charge you for the cost of replacing it. We will make invalid any Viewing Card that you tell us does not work and is replaced.

10. LIABILITY

Except in relation to our liability for death or personal injury due to our negligence, we will not be liable for:

(a) Any fault in a Digibox or other receiving equipment you use.

(b) Any fault in your Viewing Card caused by you tampering with it, your negligence or failure to follow our instructions or the instructions of the conditional access provider.

(c) Use of a Viewing Card with any decoding apparatus we do not authorise.

(d) The ending by you or us of this Contract according to Clause No 13;

(e) Our failure to provide the Service caused by events outside our reasonable control;

(f) Any loss or damage caused by us or our employees or agents in circumstances where:

(i) there is no breach of a legal duty of care owed by us or by any of our employees or agents;

(ii) such loss or damage is not a reasonably foreseeable result of any such breach;

(iii) any increase in loss or damage results from breach by you of any term of this Contract.

11. COPYING AND COPYRIGHT

(a) You must not do any of the following:

(i) copy except as allowed under section 34 (showing in schools) and section 70 (timeshifting for private and domestic use) of the Copyright and Designs and Patents Act 1988, redistribute or relay the Channel. The exceptions in these sections are limited and you must make sure that you are legally entitled to rely on one of them; or

(ii) sell or make any charge for watching the Channel or programme; or

(iii) show the Channel in public to an audience even if no charge is made.

(b) We may disable or alter remotely certain functions of your Digibox, so as to prevent you from copying the Channel and we may prevent you from receiving the Service if your Digibox allows copying of any channels which we are contractually obliged to prevent.

12. CHANGING THE CONDITIONS

(a) We may change or add to these Conditions if, in our reasonable opinion, this would be necessary in order to protect the security of the conditional access system or to meet any regulatory or other legal requirement imposed on us.

(b) We may change or add any other Conditions if it is reasonable to do so.

(c) We will give you at least one month's notice of any changes or additions to the Conditions. We will not use this right to vary the terms of any special offer which applies to you. If any change to these Conditions will have a significant detrimental impact on you, you will have the right to terminate this Contract without penalty.

13. MINIMUM TERM

The Minimum Term of the Contract is 12 months. Should you wish to terminate the Contract before the expiry of the Minimum Term you shall be liable to pay in full for the remaining period of the Minimum Term except under the following:

(a) You may end the Contract at any time during the Minimum Term by giving us 7 days' notice if we withdraw a Channel, increase the price for the same level of Service, we violate any of the Conditions herein, or we reduce the number of hours by more than 3 hours pursuant to Clause No 6(a).

(b) You may also end the Contract by giving us one month's notice if at any time during the Minimum Term we change the Conditions herein without giving you one month's notice or we change these Conditions in a way that will have a significant detrimental impact to you pursuant to Clause 12.

However in the event of either (a) or (b) we will not refund to you any monies you had paid towards your Subscription Payment prior to the date of termination.

(c) If you violate any of the Conditions herein we may terminate the Contract during the Minimum Term by giving you seven days' written notice. In such case you shall be liable for the payment of the Subscription Price for the remaining period of the Minimum Term and we will not refund to you any monies you had paid towards your Subscription Payment prior to the date of termination.

Once the Contract is terminated we will make your Viewing Card invalid and you will no longer be entitled to receive the Service.

[The application of Condition 13 does not affect your Cooling Off Period Rights and your other statutory rights]

14. RIGHT TO TRANSFER THE CONTRACT

We may transfer our rights or obligations under the Contract to any company, firm, or person. However we may only do this if it does not affect your rights under the Contract.

You have no authority to transfer your rights or obligations under the Contract to anyone else.

15. NOTICES

If you or we give a notice that is required under the Contract, it must be in writing and must be sent by pre-paid post.

16. TERMINATION

(a) You may terminate the Contract any time during the Cooling Off Period by notifying us in writing. Any termination during the Cooling Off period does not attract a penalty and we shall refund all monies deducted from your account during the Cooling Off Period.

(b) Clause No 13 shall apply in all cases of termination during the Minimum Term save those under Clause No 16

(a).

(c) After the Minimum Term you may terminate the Contract by giving one month's notice. If you have paid the Subscription Payment for the year in advance, we will refund to you the appropriate prorated amount, taking into account any benefits you received for paying annually in advance. If you have paid on a monthly basis, we will not

refund to you any monies you had paid towards your Subscription Payment prior to the date of termination.

Once the Contract is terminated we will make your Viewing Card invalid and you will no longer be entitled to receive the Service

17. LAW AND GEOGRAPHICAL LIMITS

(a) This Contract is governed by the laws of England and Wales. Any disputes can be dealt with by courts in England and Wales or any other United Kingdom court that can lawfully deal with the case under Civil Jurisdiction and Judgments Act 1982.

(b) This Contract only applies if you live in the United Kingdom.