

SKYSHOWTIME INSIDERS - CUSTOMER TERMS

1. WHO WE ARE AND HOW TO CONTACT US

- 1.1 The web platform known as SkyShowtime Insiders, available at www.skyshowtimeinsiders.com (the “**Platform**”) is provided by SkyShowtime Limited, referred to in these terms as “**we**”, “**us**” and “**our**”.
- 1.2 We are based at Sky Central, Grant Way, Isleworth, Greater London, United Kingdom TW7 5QD. You can find everything you need to know about us and the Platform on the Platform. Our contact information is available on the Platform in your ‘member hub’ page.

2. ABOUT THESE TERMS

- 2.1 These terms are the terms applicable to you when you register on the Platform as an individual user and when you use the Platform. You should read the terms carefully, along with:
 - 2.1.1 our Privacy Policy; and
 - 2.1.2 any specific terms applicable to each survey or activity which you participate in on the Platform; and
- 2.2 We recommend that you print a copy of these terms for future reference as we may change them from time to time.
- 2.3 These terms are not suitable for any business or professional use by you and you must not use the Platform for business purposes.
- 2.4 You must be 18 years old to use the Platform and by registering with us you confirm that you are at least 18 years old. If you are under 18, you must not use the Platform.
- 2.5 Wherever these terms use the words ‘including’ or ‘such as’ or ‘for example’ or similar, you should take this to indicate a non-exhaustive list of examples intended to be illustrative, rather than a complete list.

3. THE PLATFORM

- 3.1 The Platform is an invite-only platform through which you can participate in various activities we make available from time to time, such as surveys.
- 3.2 You will only be able to join the Platform upon receiving an invitation from us by email. Once you click the link in your invitation, you will be able to create an account.
- 3.3 There is no obligation on you to participate in any activity, and you may choose to stop participating at any time.
- 3.4 There is no cost to use the Platform. We may update and change the Platform from time to time to reflect changes to the service, our users' needs and our business priorities.
- 3.5 We do not guarantee the Platform or its content will always be available or uninterrupted, or will be secure or free from bugs or viruses.
- 3.6 We may suspend or withdraw or restrict the availability of all or any part of the Platform (including any individual survey) for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal of the Platform.

- 3.7 You are responsible for configuring your information technology, devices, computer programmes and other software to access the Platform. You should use your own virus protection software.
- 3.8 You must not misuse the Platform by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Platform, the server on which the Platform is stored or any server, computer or database connected to the Platform. You must not attack the Platform via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Platform will cease immediately.

4. YOUR RESPONSIBILITIES

- 4.1 You agree to take reasonable care and to follow our instructions when participating in activities on the Platform. You also agree to keep your email address up to date and accurate to ensure you are still able to participate in the activities.
- 4.2 You must at all times when doing anything in connection with the Platform comply with:
- 4.2.1 all the terms of this Agreement, including the Acceptable Use Policy set out in Annex A; and
 - 4.2.2 any laws or regulations which apply to you.
- 4.3 If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party or allow anyone else to use your account.
- 4.4 We have the right to disable any user account or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.
- 4.5 If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at hello@skyshowtimeinsiders.com .

5. YOUR PERSONAL DATA

- 5.1 We set out how we use any personal data you give us in our Privacy Policy, available at <https://assets.visioncritical.net/raw/upload/v1709754753/ef434cf8baf14fd389f3b0d001142123/Sky%20Showtime%20-%20Privacy%20Statement.pdf>

6. OUR CONTENT

- 6.1 We (or our licensors) are the owner of all intellectual property rights in the Platform, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 6.2 The information and content which we show or give to you on the Platform is strictly confidential and you must not show or disclose the information or content to anyone else. You agree that you are responsible for keeping the information and content secret and that you will prevent unauthorised access to your account.

6.3 You must not use any part of the Platform or its content for any purposes other than to participate in activities on the Platform.

6.4 Although we make reasonable efforts to update the information on the Platform, we make no representations, warranties or guarantees, whether express or implied, that the content on the Platform is accurate, complete or up to date.

7. **YOUR CONTENT**

7.1 As part of the activities you participate in, you may provide input, such as responses to surveys, to us through the Platform ("**Your Input**"). As far as possible, you retain all ownership rights in Your Input. Any content you upload to the Platform will be considered non-confidential.

7.2 Whenever you provide Your Input to the Platform, or to make contact with other users of the Platform, you must comply with the content standards set out in our Acceptable Use Policy attached at Annex A to these terms.

7.3 You agree that if Your Input does not comply with these terms or the Acceptable Use Policy, you will be responsible for losses we suffer because of your breach.

7.4 You must not provide any input to the Platform where you do not have rights to do this or it would breach someone else's rights.

7.5 You grant us the following rights in Your Input: a worldwide, non-exclusive, royalty-free, transferable licence to use, reproduce, distribute, prepare derivative works of, display, and exploit Your Input in connection with our business and across different media, whether alone or together with other materials. This licence can't be revoked by you and does not come to an end. In particular, we can use your survey responses for any purpose and in any manner in our business.

7.6 We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you a violation of their intellectual property rights or of their right to privacy.

7.7 We have the right to remove any content you provide if, in our opinion, it does not comply with the content standards set out in these terms (including the Acceptable Use Policy).

7.8 If you repeatedly provide content which does not comply with these terms we may suspend or close your account. We will warn you in advance if we plan to close your account.

8. **THIRD PARTY CONTENT**

8.1 The Platform may include information and materials provided by third parties (including other users of the Platform), including to web forums, video-sharing sites and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by other users on the Platform do not represent our views or values.

8.2 If you become aware of any material you think is illegal or could comprise or be connected to illegal activities, please contact us immediately at hello@skyshowtimeinsiders.com.

8.3 If you wish to complain about any other content on the Platform, please contact us at hello@skyshowtimeinsiders.com.

9. CLOSING YOUR ACCOUNT

- 9.1 You can close your account at any time, for any or no reason. You can do this by contacting us at hello@skyshowtimeinsiders.com and requesting account closure.
- 9.2 We can close your account with us at any time, for any or no reason, if we give you 30 days' advance notice of this (including by notifying you in the Platform).
- 9.3 We can also terminate your account with us immediately and claim any relevant compensation due to us if:
- 9.3.1 we reasonably suspect you are not eligible to use the Platform, for example because you are under 18 or did not receive an invitation to join the Platform; or
 - 9.3.2 you have seriously or repeatedly breached these terms of use and it is not possible to fix the issue (for example, if you have disclosed to any third party information we told you was confidential).

10. WHAT WE ARE RESPONSIBLE FOR

- 10.1 We're responsible for losses you suffer caused by us breaching these terms unless the loss is:
- 10.1.1 **Unexpected.** It was not obvious that it would happen and nothing you said to us before you entered into these terms means we should have expected it (so, in the law, the loss was unforeseeable).
 - 10.1.2 **Caused by a delaying event outside our control,** such as unavailability of the Internet or third parties involved in providing the Platform.
 - 10.1.3 **Avoidable.** Something you could have avoided by taking reasonable action, including following our reasonable instructions for use.
 - 10.1.4 **A business loss.** It relates to your use of any product, platform or service for the purposes of your trade, business, craft or profession.

11. RESOLVING DISPUTES

- 11.1 **Our complaints policy.** We will do their best to resolve any problems you have with us or our Platform. You can contact us at hello@skyshowtimeinsiders.com.
- 11.2 **You can go to court.** These terms are governed by English law and wherever you live you can bring claims against us in the English courts, unless the law in your country of residence gives you the right to choose the courts of your country for the dispute in question. We can claim against you in the courts of the country you live in.

12. OTHER IMPORTANT TERMS

- 12.1 We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 12.2 We can transfer our contract with you, so that a different organisation is responsible for providing the Platform. We'll tell you in writing if this happens and we'll ensure that the transfer won't affect your rights under the contract.

- 12.3 You cannot transfer your contract with us to someone else unless we agree to this, as the services we supply are specific to you.
- 12.4 Nobody else has any rights under this contract. This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.
- 12.5 If a court invalidates some of this contract, the rest of it will still apply. If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.
- 12.6 Even if we delay in enforcing this contract, we can still enforce it later. We might not immediately chase you for not doing something or for doing something you're not allowed to, but that doesn't mean we can't do it later.

ANNEX A – ACCEPTABLE USE POLICY

1. ACCEPTABLE USE

1.1 The following types of activity are not allowed on the Platform. You must not do, or allow to be done, or help others to do, any of these things:

(a) **Illegal/Criminal Activity.** You cannot use the Platform in a way which would be illegal, or would breach any applicable laws, regulations, or other government requirements. Some examples of prohibited activities are:

- (i) theft or infringement of copyrights, trademarks, trade secrets, or other types of intellectual property;
- (ii) storing or transmitting material in violation of third-party privacy rights, or otherwise unlawful or infringing material;
- (iii) fraud; forgery, theft or misappropriation of funds, credit cards, or personal information; and threats of physical harm or harassment.

(b) **Security Violations.** You must not use the Platform in a way which attempts - whether or not successfully - to violate the security of a network, service, or other system including the Platform itself. Examples of prohibited activities include:

- (i) hacking, cracking into, monitoring, or using systems without authorization;
- (ii) scanning ports;
- (iii) conducting denial of service attacks;
- (iv) distributing viruses, malicious code or other harmful software.

(c) **Threats and Offensive Materials.** You must not use the Platform to store or transmit any material of a threatening nature, including threats of death or physical harm, harassment, libel, defamation, or otherwise unlawful or objectionable material. You also must not use the Platform to store or transmit offensive materials, including obscene, indecent, or hateful materials of any kind.

(d) **Spam.** You must not use the Platform to send spam or other duplicative or unsolicited messages.

(e) **Prohibited Data.** You must not use the Platform to store or transmit any financial account identifiers (e.g., credit card numbers or bank account numbers), government issued identifiers (e.g., social insurance numbers, health card numbers) or other types of sensitive personal data.

1.2 We (or our suppliers if applicable) may monitor or investigate your use of the Platform at any time for compliance with this Acceptable Use Policy. We have the right in our sole discretion to determine whether your use of the Platform is a violation of this Acceptable Use Policy.

1.3 If we become aware of a violation of this Acceptable Use Policy, we may take such action as we deem appropriate to address the violation, which may include suspending your account on the Platform until you have fixed the violation, or if it cannot be fixed, terminating your account.