Terms and Conditions

"Sony LIV" for myt home subscribers

1. OBJECT

1.1 Mauritius Telecom Ltd ("MT") has partnered with Culver Max Entertainment Private Ltd ("Service Provider") to provide subscribers of myt internet with TV ("myt home Subscribers", "You", "Your") access to the OTT streaming platform named Sony LIV (hereinafter referred to as "Sony LIV" or "service").

1.2 Sony LIV is an Indian over-the-top streaming platform owned, controlled and operated by Culver Max Entertainment which carries content from its local networks, including films, television series, live sports matches and original programming, and also featuring content licensed from third-parties in India.

1.3 These Terms are between you and MT and govern your respective rights and obligations. In additions to these Terms, your use of the Sony LIV shall also be governed by the Terms of use of Sony LIV and Privacy Policy (together referred to as "Sony LIV Agreement") available at https://www.sonyliv.com/terms-of-use , your myt home terms and conditions of MT found at https://www.myt.mu/home/internet-and-tv/. Use of the Service will require acceptance of Sony LIV Agreement.

1.4 You agree that the Sony LIV Terms form a legally binding agreement between you and MT. By subscribing to the service, you agree to be bound by these Terms in addition to your myt home internet and Tv terms and conditions which you acknowledge to have read and understood.

1.5 Your continued use of the Service shall be deemed an acceptance of the Terms herein, as well as any revision or modification of the same without prior notice. It shall be your responsibility to keep yourself informed of any such changes.

1.6 MT reserves the right to stop, suspend, amend, review or otherwise alter the Sony LIV offer(s), the applicable charges and/or any benefits derived through the Service by giving prior reasonable notice. Unless otherwise stated, this will not affect the rest of your agreement with MT.

1.7 MT will provide your information as reasonably necessary to the Service Provider to register you for the Sony LIV Service.

1.8 You further agree to the disclosure of your information in the manner set out in Sony LIV Privacy Policy and the Terms herein. For further information about how MT handles your personal data, please visit the Privacy Policy available on https://www.myt.mu/pdf/p_policy.pdf. For Sony LIV Privacy Policy, please visit https://www.sonyliv.com/privacy-policy.

2. DESCRIPTION

2.1 The Sony LIV service allows my.t home subscribers to stream video content via the myt Smart Box Pro or Sony LIV mobile app.

2.2 The Service will be offered on a standalone (à la carte) basis or as part of the TV and Internet bundle with 2 free premium TV packs as from 100Mbps onwards. MT reserves the right to change the offer at any time at its sole discretion.

2.3 You may subscribe to the Service via myt care, myt.mu, by visiting any Telecom Shop or by calling on 8902.

2.4 For any customer who requests on-site installation assistance for the Sony LIV service, an installation service may be applicable.

2.5 The Sony LIV service, including the content libraries, access rights, streaming quality, software features and functionality, are provided by Service Provider "as-is" and may change at any time without notice. MT does not own or control the service and makes no representations, warranties or guarantees regarding availability of specific content, titles or features. MT gives no assurances of uninterrupted access to the Service or that any particular content will be accessible or available in high-definition format. As such nothing in these terms shall be construed as imposing on MT the obligation of providing an uninterrupted, continuous and regular service.

2.6 You may register and access the Service on up to 5 compatible devices, however only one (1) concurrent stream is allowed at any given time. The number of concurrent streams allowed per account is determined and limited by the Service Provider in its sole discretion. MT shall not be responsible for any limitations on concurrent streaming imposed now or in the future.

2.7 MT shall not be liable to the subscriber for any addition, deletion, removal or substitution of Content and/or modification or discontinuation of any aspect of the Sony LIV Service undertaken by Service Provider. The subscriber acknowledges and agrees that the Service Provider is solely responsible for determining the Content or any aspect of the Service.

2.8 Subject to the foregoing, you understand and agree that your viewing experience and image quality are dependent on factors such as:

(i) your internet and/or WIFI connectivity;

(ii) your volume allowance based on your Internet plan;

(iii) the number of devices simultaneously connecting to the same network;

(iv) the content you have selected;

(v) the type of devices that you use to access the content;

(vi) compatibility of web browser; and

(vii) the software installed in your devices.

2.9 Streaming Sony LIV Content is similar to using any other apps on your Smart Box Pro (e.g. YouTube) and it accounts in the usage of your broadband monthly volume allowance.

3. USAGE OF THE SERVICE

3.1 You acknowledge and agree that the continued provision of the Service to you by MT is subject to the following conditions:

(i) You shall at all times comply with all applicable laws, regulations, third party rights or other applicable restrictions on the Service or any Content therein;

(ii) You shall ensure that all information you provide to MT or to the Service Provider through MT is complete, accurate and up-to-date, and that, in the event of any change in such information, you shall promptly inform MT of such change, in such form as may be required by MT;

(iii) You shall bear the sole responsibility for the use and safeguarding of your personal information (e.g email address, username or passwords) when using the Service; and

(iv) You have paid, or will pay, all applicable Charges.

3.2 You warrant and undertake that you shall use the Service in the Republic of Mauritius, and only for personal and non-commercial purposes.

3.3 Streaming, download, re-download, temporary storage, display and viewing of Content shall be subject to the limits and restrictions set out in the Sony LIV terms and conditions by the Service Provider.

3.4 You shall not reproduce, distribute, modify, publish, license, create derivative work from, offer for sale, or use (in an unauthorized manner) Content and information contained on the Service.

3.5 You shall not remove, alter, deactivate, circumvent, degrade or thwart any protection any Content Protection Technology or mechanism used on or by the Service.

3.6 In relation to the use of the Service, in the event of any inconsistency between the myt Sony LIV Terms and the Sony LIV Agreement, the latter shall prevail.

4. ACCESS

4.1 In order to subscribe to Sony LIV service, you will be sent an activation link on your registered mobile number. You shall follow any registration or account creation instructions provided by MT to access the service.

4.2 You understand and agree that you are solely responsible for properly registering for the Service by following to all registration instructions provided. MT shall not be held liable for any delays interruptions, damages, or losses of any kind incurred by you as a result of your failure to follow the registration instructions provided.

4.3 The applicable subscription fees shall become due and payable upon the sending of the activation link by MT enabling the subscription to the Sony LIV Service. MT shall bear no liability to reimburse or suspend billing in the event the Subscriber fails to properly register for the Service due to any act or omission attributable to the Subscriber.

4.4 You shall be responsible for all use of your account, including use of your account by other persons. By allowing others to access your account or to create profiles within your account, you agree to be responsible for ensuring that they comply with these terms herein and you agree to be responsible for their activity when using the Services.

4.5 You shall, at all times, be solely responsible to keep your login credentials and/or password confidential and shall not disclose to any person your password or authorise any person to use your login credentials and/or password for any purpose whatsoever. MT shall not be responsible for your login credentials. In case, you have forgotten your login credentials, you shall have to retrieve same from Sony LIV website.

4.6 In the event of fraud, misuse or similar conditions, MT reserves the sole and absolute right to alter and/or end the subscription or Sony LIV Terms herein at any time, without giving prior notice or compensation in cash or kind.

4.7 MT shall not be liable for any delay, interruption, or failure in subscribing to the Sony LIV, if such delay, interruption or failure is attributable to any issues with the Subscriber's software, hardware or any other technical problems under the reasonable control of the Subscriber.

5. BILLING

5.1 You will be billed by Mauritius Telecom (“MT”) with payments added on your monthly bills.

5.2 Your monthly payment to MT for the Internet and TV plan bundled with Sony LIV service shall satisfy your monthly payment commitment under the Sony LIV Agreement.

5.3 You will be responsible for activating your account with Service Provider in order to view your services by following any such instructions provided. If you already have a Sony LIV subscription, and subsequently subscribe through MT via a different email address or vice versa, then MT shall not be liable if you are being charged by both Service Provider and MT for the same service under separate accounts. It shall be your obligation to cancel your previous subscription.

5.4 Terms concerning billing, payments and cancellation shall be governed by the myt home terms and conditions.

6. TERM AND CANCELLATION

6.1 The subscription and access to Sony LIV commences on the date the activation link is provided by MT ("Commencement Date").

6.2 The Sony LIV subscription is subject to a minimum 12 month term ("Minimum Term") from the Commencement Date.

6.3 If you cancel your Sony LIV subscription before completing the Minimum Term for any reason, a cancellation penalty fee of MUR 150 shall be charged on the next bill.

6.4 Cancellation of Sony LIV will not automatically cancel your myt home Internet and tv plan with MT. You still remain a myt home subscriber.

7. PROHIBITED USE

7.1 The Sony LIV service, including all content, technology, software, trademarks, logos, and copyrighted materials, are the intellectual property of the Service Provider. You shall not reproduce, duplicate, copy, sell, resell, distribute, broadcast or exploit the Service or any portion thereof including the Content for any commercial purpose.

7.2 You shall not: (i) copy, distribute, display, view, show or broadcast any content under the Sony LIV Stream Service in any business premises (including, without limitation hotels, pubs, public establishment or similar premises) or publicly display any Content under the Sony LIV App; (ii) interfere with security or access control measures; (iii) reverse engineer, decompile or disassemble software; (iv) engage in the unauthorized downloading or streaming of copyrighted Content; (v) remove proprietary notices from the Service or Content; or (vi) resell access to the Service.

7.3 You hereby agree to indemnify and hold MT, its subsidiary, directors and employees harmless from and against all damages, liabilities, costs, expenses, claims, suits and proceedings (including reasonable attorney's fee) that may be suffered by the Service Provider as a consequence of violation of myt Sony LIV Terms including infringement of intellectual property rights by you.

8. TERMINATION

8.1 MT may suspend (indefinitely or for such period as MT may consider appropriate) or terminate the provision of the Service in the event:

(i) MT is permanently unable to provide the Sony LIV Service or any material part of it to you;

(ii) Service Provider ceases, suspends or terminates the Sony LIV service, in part or in full, with MT;

(iii) Service Provider no longer holds the rights to transmit Contents in the territory of Mauritius;

(iv) It is not in the interest of the customers, or it is deemed by MT that it is not in MT's interest, for MT to continue providing the Service to you for any reason(s) whatsoever;

(v) You have, or MT has reason to believe that you have, committed a breach of any of the provisions of these myt Sony LIV Terms, the Sony LIV Agreement, or your myt home terms and conditions with MT;

(vi) You have, or MT has reason to believe that you have, misused, or are likely to misuse the MT Service and/or the Sony LIV Service (including any unauthorized use or for any criminal or illegal purpose);

(vii) MT is required to do so in order to comply with any applicable law or any direction, order or requirement of any regulatory authority or law enforcement body; or

(viii) You have, in MT's sole opinion, perpetrated a fraud on MT, or have acted in a manner which may result to a perpetration of such fraud.

8.2 Notwithstanding anything to the contrary contained herein, MT reserves the right to immediately terminate Sony LIV Services or upon request of the Service Provider, restrict your use of your account at any time, without liability, if you have breached myt Sony LIV Terms or the terms under the Sony LIV Agreement, violated any law, rule, or regulation, engaged in other inappropriate conduct, or for any reasons whatsoever.

8.3 You shall not be entitled to any payment, compensation or damages from MT in relation to the termination of the provision of the Service to you. The termination of the provision of the Services to you shall not release you from any liability which had already accrued at the time of the termination.

9 LIMITATION OF LIABILITY

9.1 MT shall not be liable in any way to you for any and all losses, liabilities, costs, damages, claims expenses or compensations (including any refunds) whatsoever (whether direct, indirect or consequential (including damages arising from cyber-attacks)) in respect of any matter of whatever nature and howsoever arising (whether in contract, tort, negligence or otherwise), in connection with:

i. Possible unavailability of certain content, due to blackouts, or device-specific restrictions by the parties that control content rights;
ii. any delay, failure, act or default in relation to the provisioning of Sony LIV content and/or any event via streaming, caused by events outside MT's reasonable control. Matters outside MT reasonable control include (but are not limited to) severe weather conditions, pandemic, undersea fibre cuts, virus attack, civil disorder, terrorist activity, war and government action;
iii. errors, viruses or bugs present in or arising from your use of the Service;
iv. incompatibility of the Sony LIV Service with any other software or hardware;
v. any such acts, errors or omissions owing to the subscriber failing to follow any such instructions provided by MT and/or the subscriber not disclosing true, accurate and complete information upon request; and
vi. any third-party advertisements or any third-party material available on the Sony LIV service.

9.2 To the extent permitted by applicable law, MT does not represent or provide any warranty that:

10.1.1 the Service will meet your requirements; and/or
10.1.2 Your access to or use of the Service will be uninterrupted, timely, secure or error-free.

9.3 You acknowledge and understand that the Sony LIV service is an over-the-top (OTT) streaming platform, and that MT has no editorial control or influence over the Content, including advertising materials, delivered through the service. You agree to hold MT harmless for any broadcast, including advertising materials, contained within the Sony LIV service and understand that MT shall not be held liable for any Content that may be deemed inappropriate or offensive by you or any viewer.

10. INDEMNITY

10.1 To the extent permitted by applicable law, you shall indemnify, defend and hold harmless MT, and its shareholders, directors, officers, employees, suppliers, licensors and agents, and any third party content providers, (the "**Indemnified Parties**"), from and against any and all losses, liabilities, costs (including legal costs on a full indemnity basis), damages, claims, expenses, actions and proceedings whatsoever, which may be brought or commenced against any Indemnified Party by any person or which any Indemnified Party may sustain, incur or suffer, as the case may be, arising out of or in connection with or by reason of:

10.1.1 Your use of Sony LIV Service;
10.1.2 Advertising content delivered via Sony LIV App;
10.1.3 Your breach of any provision of myt Sony LIV Terms and/or the Sony LIV Agreement; and/or
10.1.4 Your violation of any rights of third party, save where such losses, damages, claims, costs, expenses, actions, claims and proceeding are directly and solely caused by MTs gross negligence or willful misconduct.

10.2 Your obligations under this clause shall survive any termination of your relationship with MT or your access to and / or use of the Service.

11 GENERAL PROVISIONS

11.1 **DISCLAIMER.** While MT will make every effort to ensure the Sony LIV service is available, it takes no responsibility for, and shall not be held liable for technical issues beyond its control including, but not limited to, internet connectivity owing to your premise' layout, device failure or malfunction, the Service Provider's quality of transmission and streaming lag.

11.2 **PROMOTIONAL OFFERS.** MT may at its discretion run promotional offers related to the Sony LIV service by providing special terms and conditions governing such promotions.
Participation in such promotions may be subject to eligibility requirements. MT reserves the right to modify, restrict, or discontinue a promotional offer at any time without notice. Promotions cannot be combined with other offers unless expressly stated.

11.3 **WAIVER.** No failure to exercise or enforce, and no delay on the part of MT in exercising or enforcing its rights under these myt Sony LIV Terms shall operate as a waiver thereof nor shall such failure or delay in any way prejudice or affect the rights of MT at any time.

11.4 **ASSIGNMENT.** You shall not assign, transfer or encumber any or all of its rights, interest and obligations under the my.t Sony LIV Terms without the prior written consent of MT. You agree that MT may novate, assign and transfer any or all of its rights, interests and obligations under the myt Sony LIV Terms to any of its subsidiaries at its sole discretion and without any further consent or agreement required from you. Any such novation, assignment or transfer shall take effect upon posting on MT's website or on such date as may be stated.

11.5 **NOTICES AND CORRESPONDENCE.** All notices and communications by MT to you may be sent to you by mailing address, e-mail, SMS or any other means deemed appropriate by MT. Any such notice, demand or communication addressed to you shall be deemed to have been received by you, in the case of dispatch by post, by e-mail, SMS or other instantaneous electronic communications, immediately upon transmission by MT.

All notices and requests from you to MT shall be in writing unless MT specifies to you otherwise. MT shall be entitled to regard as ineffective and invalid any notice or request of yours, the receipt of which has not been confirmed by MT to you.

11.6 **SEVERABILITY.** Any part of any provision of the myt Sony LIV Terms that is invalid, unenforceable or illegal shall be enforced as nearly as possible in accordance with its terms, but shall otherwise be deemed severed and shall not affect the enforceability of any other part of the terms and conditions, which shall continue to be valid and enforceable to the fullest extent permitted by law.

11.7 **FORCE MAJEURE.** MT shall not be liable to you or be deemed to be in breach of the myt Sony LIV Terms by reason of any delay in performing, or any failure to perform, any of its obligations, if the delay or failure was due to a Force Majeure Event. A "Force Majeure Event" means any event or circumstance (including any network failure or system downtime in respect of the Service) the occurrence and the effect of which MT is unable to prevent and avoid notwithstanding the exercise of reasonable foresight, diligence and care on the part of MT.

11.8 **GOVERNING LAW.** These Terms and conditions herein shall be governed by and construed in accordance with the laws of the Republic of Mauritius

11.9 **CONTACT.** For customer support queries relating to Sony LIV service please contact MT on its hotline or visit any shop.