

Play Go E.U.L.A.

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Play Go End User License Agreement

1. Scope

Play Go OTT solution is a fully fledged Internet Protocol Based Television Cloud Platform provided via a fully-fledged Software as a Service suite ('SaaS') encompassing: the website located at **www.digicelplaygo.com** (and any other websites further indicated by Play Go from time to time) (collectively, the "**Site**"); the mobile applications known now or in the future as Play Go (and any other names used by Play Go from time to time); along with the mobile optimized version of the Site (the three, hereinafter shall be referred to collectively as "**Play Go**"), which thereby enables its users and registered members to receive OTT solution (hereinafter referred to as 'You', 'Your'). Play Go has the functionalities, among others, to manage users and viewers, offer a channel line-up, security and conditional access, bespoke billing, operational systems integrations, backend for iOS, Android, MAC, Windows applications, and other platforms.

Any and all Play Go software is licensed to you by Digicel Caribbean Limited (hereinafter referred to as the "**Company**"), not sold and any use of Play Go thereof shall be subject to this End User License Agreement ("**EULA**").

For purposes of this EULA, the Play Go suite shall also include any and all computer programs and hardware components therein, either provided within Play Go or from remote servers, along with any and all licensed or sub-licensed software made available by the Company. Play Go will also include any and all updates, patches, fixes and upgrades, electronic or on-line materials and documentation, and any and all versions of Play Go.

2. License

Subject to the terms and conditions of this EULA, the Company hereby grants to you a limited, non-exclusive, non-transferable, non-sub-licensable, non-assignable, revocable limited right and license to use Play Go for your personal, non-commercial use. Unless otherwise specified in this EULA, such rights shall be subject to your compliance with this EULA. The term of your license under this EULA shall begin on the date that you install or otherwise start using Play Go, and shall end on the earlier date of either: (i) your final access, deletion or uninstall of Play Go; (ii) the Company's termination of this EULA; or (iii) the Company's decision to make Play Go no longer available for use or download, at its sole and ultimate discretion. Your license will terminate immediately if you attempt to circumvent any technical protection measures used in connection with Play Go.

You hereby grant to the Company an unlimited, non-exclusive, sub-licensable, assignable, royalty-free, perpetual, irrevocable, right and license to use, reproduce, distribute, create derivative works from, modify and disseminate any content you may upload, disseminate, deliver, create or transfer throughout Play Go through any post, original audio file, message, chat, files uploaded, data inputted, e-mails sent, or otherwise any content delivered to Company. The aforementioned license shall be for the use and exploitation by the Company throughout the Internet and other communication means.

3. Ownership

Company retains or has any and all right, license, authorization, title and/or interest to Play Go and any components therefrom, including but not limited to, all copyrights, trademarks, trade secrets, trade names, proprietary rights, patents, titles, computer codes, audio-visual effects, videos, images, themes, settings, artwork, sound effects, musical works, and moral rights whether registered or not and all Play Go applications thereof. You hereby acknowledge that no title or ownership in Play Go is being transferred or assigned and that this EULA should not be construed as a sale of any rights in Play Go. All rights not specifically granted under this EULA are hereby reserved by Company and/or its licensees.

4. License terms and conditions

This EULA constitutes a legally binding agreement between you and the Company. Henceforth, you hereby agree not to: (i) commercially exploit Play Go; (ii) distribute, lease, license, sell, rent, convey or otherwise transfer or assign Play Go, any passwords or usernames or any copies of Play Go, without the express prior written consent of Company or as set forth in this EULA; (iii) make a copy of Play Go or any part thereof; (iv) make a copy of Play Go publicly available on the Internet (or any other public or private communication network) for use or download by one or multiple users; (v) except as otherwise specifically provided by this EULA, use or install Play Go (or permit others to do same) on a network, for on-line use; (vi) reverse engineer, decompile, disassemble, translate, prepare derivative works based on or otherwise modify Play Go, in whole or in part; (vii) remove, obscure or modify any copyright, trademark or other proprietary rights notices, marks or labels contained on or within Play Go, or falsify or delete any author attributions, legal notices or other labels of the origin or source of Play Go; (viii) misrepresent the source of ownership of Play Go; (ix) transport, export or re-export (directly or indirectly) Play Go into any country forbidden to receive Play Go by any export laws or regulations, or where Play Go is otherwise in violation of such country's laws and/or regulations, which may be amended from time to time; and/or (x) scrape, store, build databases or otherwise create permanent copies of content received from Play Go.

Play Go may include measures to: (i) control access to Play Go; (ii) prevent the creation of unauthorized copies; and/or (iii) otherwise prevent anyone from exceeding the limited rights and licenses granted under this EULA. Only a copy of Play Go subject to a valid license from Company can be used to access Company's online site, and to download updates and patches. You may not interfere with such access control measures or attempt to disable or circumvent such security features. If you disable or otherwise tamper with the technical protection measures, Play Go will not function properly and this EULA will terminate immediately, and henceforth Company will not be held liable for that.

Play Go may require an Internet connection to access some or part of its features and functionalities, to authenticate Play Go, to sign-in or otherwise to perform other functions. In order for certain features of Play Go to operate properly, you may be required to have and maintain: (a) a permanent, adequate Internet connection; (b) a valid and active account with a wireless mobile data service; and/or (c) a valid and active credit or debit card or payment processing platform account ('payment method'). If you do not have such accounts, then Play Go or certain features of Play Go may not operate or may cease to function properly, either in whole or in part, and therefore Company will not be held liable for that.

Your use of Play Go may be restricted to a particular membership plan, including but not limited to a free trial, promotional or a month-to-month subscription. All such plans vary in terms of duration of access to and billing for use of Play Go, *inter alia*; details of these variations may be obtained through Play Go itself or any affiliated websites communicated to you via Play Go. By using the Play Go service you hereby agree to be subject to an applicable membership plan communicated to you at the time of use and you further authorise us, where warranted, to charge you a monthly membership fee at the then current rate and any other charges you may incur in connection with your use of the Play Go service to your Payment Method. We reserve the right to adjust pricing for our service or any components thereof in any manner and at any time as we may determine in our sole and absolute discretion; and all PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED PERIODS.

5. Limited Warranty

Without limiting the provisions of this Section 5, you hereby acknowledge and agree that Company has no obligation under this EULA to correct any defects or errors in Play Go, regardless of whether you inform Company of such defects or errors or Company otherwise is, or becomes aware of, such defects or errors. You hereby acknowledge and agree that Play Go has not been completely tested in all situations, that Play Go may contain operational malfunctions, errors, viruses, bugs, worms, trojan horses, bots and other harmful and destructive components or defects, and you agree that you are executing this EULA solely for purposes of evaluating, testing, and/or using Play Go. Any implied warranties prescribed by statute are expressly limited to the minimum warranty period applicable by law.

To the fullest extent permissible under applicable law, Play Go is provided to you “as is” and “as available”, with all faults, without warranty of any kind, without performance assurances or guarantees of any kind, and your use is at your sole risk. The entire risk of satisfactory quality and performance resides with you. Company, its affiliates, clients, licensors and/or distributors, do not make, and hereby disclaim, any and all express, implied or statutory warranties, including implied warranties of condition, uninterrupted use, merchantability, satisfactory quality, fitness for a particular purpose, non-infringement of third party rights, and warranties (if any) arising from a course of dealing, usage, or trade practice. Company, its licensors and/or distributors, do not warrant against interference with your use of Play Go; that Play Go will meet your requirements; that operation of Play Go will be uninterrupted or error-free, that Play Go will interoperate or be compatible with any other software, that any errors in Play Go will be corrected or that Play Go will not be discontinued without previous notice. No oral or written advice provided by Company, its licensors, agents, distributors and/or any authorized representative, shall create any implied warranty. Some jurisdictions do not allow the exclusion of or limitations on implied warranties or the limitations on applicable statutory rights of a consumer, therefore some or all of the above exclusions and limitations may apply only to the fullest extent permitted by law.

6. Limitation of Liability

In no event shall Company, its affiliates, clients, licensors and/or distributors, be held liable for any special, indirect, incidental or consequential damages, including losses, costs or expenses of any kind resulting from possession, access, use or malfunction of Play Go, including but not limited to, damages to property, loss of goodwill or computer failure or malfunction, interruption of business and, to the fullest extent permitted by law, damages for personal

injuries, property damage, lost profits or punitive damages from any causes of action arising out of or related to this EULA or Play Go, whether arising in tort (including negligence), contract, strict liability or other legal or equitable theory and whether or not Company, its affiliates, clients, licensors and/or distributors have been advised of the possibility of such damages.

Legislation of some countries does not allow certain limitations of liability, and henceforth this limitation of liability shall apply to the fullest extent permitted by law in applicable jurisdiction. This limitation of liability shall not be applicable solely to the extent that any specific provision of this limitation of liability is prohibited by any federal, state, or municipal law, which cannot be pre-empted. This EULA provides you specific legal rights, and you may have other rights that may vary from jurisdiction to jurisdiction.

In no event, shall the Company's affiliates, clients, licensees and/or distributors' be liable for any damages (except as required by applicable law) that exceed the actual subscription price paid by you for this license and/or use of Play Go.

7. Other terms and conditions

Customer support. Company, shall be responsible for addressing any and all customer claims by you relating to Play Go or use thereof, including but not limited to: (i) any product liability claim; (ii) any claim that Play Go fails to conform to any applicable law; and (iii) any claim arising under consumer protection or similar legislation.

Objectionable conducts. You hereby agree not to undertake, and to not tolerate, motivate, or facilitate the use or access of Play Go to: (i) encourage a conduct which would potentially give birth to a claim of defamation and/or libel against Company or any Play Go store company (including Apple, Inc. or Google, Inc.) distributing Play Go, or that otherwise breaches the laws of any jurisdiction; (ii) plagiarize or infringe the intellectual property rights of any third party; and/or (iii) upload, post or otherwise disseminate any objectionable content. Under this EULA, "Objectionable Content" shall include, but is not limited to: (a) sexually explicit materials; (b) obscene, defamatory, libelous, slanderous, violent and/or unlawful content or profanity; (c) content that infringes upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary right, or that is deceptive or fraudulent; (d) content that promotes the use or sale of illegal or regulated substances, tobacco products, ammunition and/or firearms; and (e) gambling, including without limitation, any online casino, sports books, bingo or poker; (iv) remove or modify any copyright, trademark or other proprietary rights notice that appears on any portion of Play Go or on any materials copied from Play Go; and (v) engages in an activity that is harmful to the Company, its users, advertisers, subsidiaries, affiliates or anyone else.

Company hereby reserves the right, at its sole and final discretion, to review any and all content delivered into Play Go by you or any other user, and use its moderators and/or any monitoring technology to flag and remove any content deemed inappropriate, along with the ban of any offensive users or any other users who violate the EULA or otherwise post, disseminate or allow Objectionable Content to be delivered to Play Go. If you find any Objectionable Content or any objectionable activity within Play Go, please send us a notice via any button, forum or functionality available within Play Go for such purpose, indicating the content, activity and user. A screenshot will also serve as notice. Company will act upon any Objectionable Content or any objectionable activity report within twenty four (24) hours from notice, either by removing the content and/or ejecting the user who provided the Objectionable Content.

Minors. You hereby acknowledge that you are at least eighteen (18) years of age, or older, as of the date of first access to Play Go. Individuals under the age of 18, or applicable age of majority, may utilize the service only with the involvement of a parent or legal guardian, under such person's guidance and otherwise subject to these Terms of Use.

Third parties. Occasionally, Play Go may provide content and/or websites of third parties available through the Internet. We are not responsible for the examination or evaluation of such businesses or the content of their websites. You should review their privacy policies statements and other terms of use. We are not responsible in any manner whatsoever for the content or services of any other website, or control or endorse any such third party website, or are responsible for its availability or contents and your use of thereof is at your own risk.

Advertisement. Some of our services may be supported by advertising and other promotions. These advertisements may be targeted to the content of Play Go. From time to time, we might also send you information on software updates, new offers, and other information, the nature and extent of such advertising by us subject to change without prior specific notice. Please refer to our privacy policy for information regarding advertisement opt-out.

Personal data. Company may collect and use personal information about your usage of Play Go, including but not limited to, Name, address, Login ID, Login password, Email, Website and Paypal info. All data will be stored in our protected server backend. Company may use this information for:

- Validating you as a user and to start your Play Go service.
- Its own business purposes, provided that such information will not personally identify you.
- Keeping a database of members and users.
- Providing users with any goods and services obtained through Play Go.

No Waiver. Company's failure to exercise or enforce any right or provision of this EULA shall not constitute a waiver of such right or provision.

Termination: This EULA will terminate automatically: (i) upon Company's sole discretion and final decision; and/or (ii) if you fail to comply with the terms and conditions under this EULA.

Equitable remedies: You hereby acknowledge and agree that if the terms of this EULA are not specifically enforced, Company will be irreparably damaged, and therefore you agree that Company shall be entitled, without bond, other security or proof of damages, to appropriate equitable remedies with respect to your breach of any of the terms of this EULA, in addition to any other available remedies.

Indemnity: You hereby agree to indemnify, defend and hold Company, its partners, clients, affiliates, subsidiaries, licensees, licensors, distributors, contractors, officers, directors, employees and/or agents (hereinafter "Company's Indemnitees", harmless from and against any liabilities, claims, causes of action, suits, losses, damages, fines, judgments, settlements and expenses (including any and all reasonable outside attorneys' fees and court costs) which may be suffered, made or incurred by any of such Company's Indemnitees, arising out of or relating to any breach of any warranties, representations and/or agreements made by you or otherwise arising out of: (i) your acts and omissions to act in using Play Go pursuant to the terms of this EULA; or (ii) your breach of this EULA.

Representations and warranties: You hereby represent and warrant that: (i) you agree and oblige to comply with all applicable laws, rules and regulations when using Play Go; and (ii) you will not use Play Go to infringe any intellectual property rights of any third party.

Miscellaneous: This EULA represents the complete agreement concerning this license between the parties and supersedes all prior agreements and representations between them. It may be amended from time to time only by Company's sole decision, through a notice to you or to any other user. If any provision or provisions of this EULA shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full force and effect. You may not transfer any of your rights or obligations under this EULA to any other person. This EULA supersedes all prior agreements arrangements and understandings between the parties hereto and constitutes the entire agreement between the parties relating to the subject matter hereof.

Governing law: Any discrepancy arising from this EULA will be construed and governed under the laws of Jamaica.

Forum. Any dispute, controversy or claim arising out of or relating to this EULA and/or the breach, termination or validity thereof shall be held at the venue of the competent tribunals located in Jamaica. You irrevocably consent to the exclusive jurisdiction and venue of such courts. BY ENTERING INTO THIS EULA, YOU EXPRESSLY WAIVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION AGAINST COMPANY AND ITS PARENT, AFFILIATE OR SUBSIDIARY COMPANIES.

Changes to Play Go and EULA: You agree that the Company may, in its sole discretion, for any reason and without notice to you: modify or terminate Play Go without warning to you or any third party; or change, modify, add or remove portions of this EULA at any time. The Company may notify you of any such changes to this agreement by posting notice of such changes on Play Go, by written or electronic correspondence, or through an update - required or otherwise - to Play Go itself. Your continued use of the Play Go following notice of such change, modification or amendment shall be deemed to be your acceptance of any such modification. If you do not agree to any modification of this EULA, you must immediately, cease using, uninstall, or delete, Play Go.