

# Conditions

## Cable TV Services

**SETAR NV**

**Creating Connections**



**SETAR**

## Article 1 / Definitions

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These are the additional conditions applicable to the Cable TV Services of SETAR N.V. (SETAR or us/we hereinafter). These conditions will apply beside SETAR's General Terms and Conditions for Telecommunication Services. In this information, several terms are capitalized. In this section, we define these terms and you can read what they mean. Sometimes a term is used that has (also) already been explained in the General Terms and Conditions Telecommunication Services.

### **Connection**

The combination of technical facilities to create a connection with the Cable Network to be able to use a Service.

### **Additional Service**

An extra facility belonging to a Cable TV Service. It may be a service for instance for routing, building a connection, storage, or processing of data. These are add-ons, such as the On Demand service. It may also be a different service provided by SETAR in connection with the delivery of a Cable TV Service.

### **Subscription**

An agreement for a Connection for certain services, under which the charges due will be billed to the subscriber with an invoice.

### **Service**

The Cable TV Service(s) or an Additional Service.

### **Client**

The party, a natural person or legal entity, that will conclude or has concluded an Agreement with SETAR or has received or will receive an offer or has filed an application to this effect. In this information, we will also use "you" or "your".

### **Cable Network**

SETAR's Telecommunication Network and the technical systems and hardware SETAR uses for the delivery of the Service(s).

### **Cable TV Service**

The analogue or digital radio and/or TV Service (for instance "Cablenet") and/or a different Service provided by SETAR and specified as such.

### **Agreement**

The agreement under which SETAR provides the Service to the Client. These Cable TV Conditions and the General Terms and Conditions for Telecommunication Services will be part of the Agreement.

## Article 2 / Conditions and Connection

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- 2.1 These Cable TV Conditions are a supplement to the General Terms and Conditions Telecommunication Services of SETAR. Both conditions will apply to the Agreement and to the various forms of Connections, in as far as explicit additions or changes have not been stated elsewhere.
- 2.2 SETAR provides various forms of Connections for a Cable TV Service that differ in rate and/or possibilities for use. We can set restrictions for the creation of the Connection and the use of the Service.
- 2.3 SETAR has the right to modify these additional conditions or (parts of) the Agreement, such as the rates, for instance. It will do so in accordance with the provisions laid down for this purpose in the General Terms and Conditions for Telecommunication Services. A modification will also apply to an existing Agreement.
- 2.4 All our offers are without obligation. Your application does not mean an agreement with SETAR has been concluded. A Subscription will be effected when we confirm to you that we have accepted your application. We will do so in writing or electronically. We can also mention a different way and/or time of acceptance to you.
- 2.5 A temporary Cable TV Service, local or international, will be activated on the commencement date and end date, place or location agreed in advance, and at the agreed starting time and end time.
- 2.6 In order to be able to use certain Cable TV Services, you need to have a suitable internet connection. The use of Cable TV Services via the internet connection can lead to lower return on the internet connection if the same connection is used differently at the same time. In order to gain access to digital Cable TV Service(s) you need a digital receiver.
- 2.7 A list of the rates and other charges and fees of the Services to be provided by SETAR are published inter alia on SETAR's website.

## Article 3 / Use of the Service

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- 3.1 It is not permitted to distribute programs in whole or in pieces (clips) either by copies made or by uploads through the internet or in any other way.
- 3.2 You are aware that the content of certain programs is not considered appropriate for minors. You shall ensure that these programs consequently cannot be shown to minors. This obligation cannot in any event be passed on to SETAR.
- 3.3 You are not permitted to deliver or give signals distributed through the Cable Network to third parties or cause this to be done. It is not permitted either to give yourself and/or third

parties active or passive unauthorized access to the Cable Network or to (a) Service(s) or to make (technical) provisions to effect this access.

- 3.4 If you act in conflict with the provision in Article 3.3, SETAR has the right to impose an immediately payable penalty on you up to the annual amount of the Subscription of the original connection. This penalty shall apply without prejudice to SETAR's right to claim full compensation. SETAR can also terminate the Agreement and/or take other appropriate measures, while you cannot claim compensation with regard to or refund of fees paid in advance.
- 3.5 You are aware that through the Services access can be gained to for instance information services or interactive services of third parties, and that the (general) terms and conditions and rates of third parties may apply to same.

## Article 4 / Programs

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- 4.1 You can find the programs offered by SETAR on [www.setar.aw](http://www.setar.aw). We always make an effort to present a diverse and current range.
- 4.2 SETAR can change the composition of the Cable TV Services and Additional Services, such as increase or decrease the number of programs, for instance. In that case, we do our best to announce it at least two weeks in advance.
- 4.3 Some programs are paid based on the order (in accordance with the principle of "video on demand" or "pay per view"), on which you can read more on [www.setar.aw](http://www.setar.aw).
- 4.4 SETAR will not be responsible for the content of films, documentaries, concerts, special events, and the like. If you are harmed in any way by the content of a film, documentary, concert, special event, or the like, SETAR will not be liable for it. We make an effort to show these programs as announced.