

# SWEET.TV Instructions for Use

SWEET.TV is a subscription-based service for providing access to content (TV channels, movies, series, and other audiovisual content) for TVs, computers and other online devices (“devices compatible with the SWEET.TV service”). Service means a personal service provided for searching and viewing content, including all features, recommendations, reviews, website, user interface, and any content and software associated with our service.

These Instructions for Use regulate the access to the service:

## 1. Subscription

1.1. SWEET.TV subscription is valid until it expires. To use the SWEET.TV service, your device must be connected to the Internet, which is compatible with the SWEET.TV service, while you must specify at least one payment method. “Payment Method” means a current, valid and acceptable payment method. It may be updated periodically and may include payment through your third-party user account. As long as you have not cancelled your subscription by the due date, you authorize us to charge you a subscription fee thereafter using your payment method (see “Cancellation” below).

1.2. SWEET.TV offers you a range of subscription plans, including subscriptions offered by third parties for the promotion of their own products and services. We are not responsible for the products and services provided by such third parties. Certain subscription plans may have different restrictions, terms and conditions that will be communicated to you upon registration or otherwise. For specific details of your SWEET.TV subscription, visit our website by clicking Account at the top of the page.

## 2. Promotions

We may offer special promotions, plans or subscriptions (“Promotions”) from time to time. Eligibility for the Promotion is determined at the discretion of SWEET.TV and we reserve the right to withdraw the Promotion and block your account if we determine that you are not eligible for the Promotion. Family members with a valid or recent SWEET.TV subscription may not be eligible for certain trial Promotions. We may use the device ID, payment method or account email associated with a current or recent SWEET.TV subscription to determine eligibility for the Promotion. Eligibility criteria for the Promotion and other restrictions, terms and conditions will be communicated to you upon registration for the Promotion or otherwise.

## 3. Payment and Cancellation

3.1. Payment period. The SWEET.TV subscription fee and any other fees that may be charged in connection with the use of the service or content, e.g., taxes and possible transaction fees, will be charged using the selected payment method on a specific payment date specified in the “Account”.

The duration of the payment period depends on the selected subscription type. In some cases, the payment date may change, e.g., if the payment failed, if you changed the subscription plan or if the paid subscription started on a day outside the specified month. Visit our website and follow the “Subscriptions” link on the “Account” page to see the next payment date. We may authorize your payment method prior to paying for your subscription or related services in a variety of ways, including authorization for approximately one month of providing access to the service from the moment you subscribe. If you have registered with SWEET.TV through an account that specifies a third party as a payment method, you can find payment information for your SWEET.TV subscription by visiting your account with the relevant third party.

3.2. Payment methods. To use the SWEET.TV service, you must specify at least one payment method. You authorize us to charge you using any payment method associated with your account if your primary payment method is declined or is no longer available for your subscription. You are responsible for any outstanding amounts. If your payment is expired, you have insufficient funds, etc., and you do not cancel your account, we have the right to block your access to the service until we successfully write off the required amount using your valid payment method. For some payment methods, payment processors may charge additional fees, namely international service assessment fee or other fees related to your payment method. Local taxes may vary depending on the payment method used. For more details, contact your payment service provider.

3.3. Updating your payment methods. You can update your payment method by visiting the “Account” page. We also have the right to update payment methods based on the information provided by payment service providers. By accepting any updates, you authorize us to continue to charge you using the applicable payment method.

3.4. Cancellation. You can cancel your SWEET.TV subscription at any time and you will keep access to SWEET.TV services until the end of the billing period. Where permitted by applicable law, payments are non-refundable and we do not refund or transfer funds for any partially unused subscription periods or unviewed SWEET.TV content. To cancel your subscription, visit the “Account” page and follow the cancellation instructions. If you cancel your subscription, your account will be automatically closed at the end of the current billing period. To see the date when your account is closed, click “Payment Details” on the “Account page”. If you have subscribed to SWEET.TV using your account and indicated a third party as a payment method and you want to unsubscribe from SWEET.TV, you will need to do this with the help of this third party, e.g., by visiting your account with this third party and disabling automatic renewal or by unsubscribing from SWEET.TV through a third party.

3.5. Changes in prices and subscription plans. We have the right to change our subscription plans and service prices. However, any changes in prices or subscription plans will take effect no earlier than 30 days after notification is sent to you.

#### **4. SWEET.TV Service**

4.1. To become a user of SWEET.TV, you must be at least 18 years old or you must reach the age of majority established in your region, in your territory or in your country. Minors have the right to use the service only under adult supervision.

4.2. The SWEET.TV service and any content available through the service are intended only for personal and non-commercial use and cannot be shared with people outside your family. While your SWEET.TV subscription is active, we grant you a limited, non-exclusive, and non-transferable right to access the SWEET.TV service and view SWEET.TV content. Save as aforesaid, you are not granted any rights, titles, or legally recognized interests. You agree not to use the service for public viewing.

4.3. You have the right to view SWEET.TV content mainly within the country in which your account is registered and only in the territory where we offer our service and have a license for such content. The viewable content differs depending on the geographic region and is subject to change. The number of devices for simultaneous viewing depends on the selected subscription plan and is indicated on the "Account" page.

4.4. Certain SWEET.TV content is available for temporary download and offline viewing on certain compatible devices ("Offline Products"). Restrictions apply, including the number of offline products per account, the maximum number of devices with offline products, the period during which you need to start viewing offline products and the period of storage of such products. Some offline products may not be broadcasted in all countries, and if you are connected to the Internet in a country where you cannot broadcast such offline products, these offline products will also not be available for offline viewing in that country.

4.5. You agree to use the SWEET.TV service, including all related features and capabilities, in accordance with applicable law, rules, regulations and other restrictions established with respect to the use of the service or its content. You agree not to archive, reproduce, distribute, modify, display, process, publish, license, create derivative works, offer for sale, use (except as provided for in these Instructions for Use) content and information contained in SWEET.TV services or obtained with their help. You also agree not to bypass, delete, modify, disable, degrade, or violate content protection in SWEET.TV services; use robots, crawlers, malware or other automatic methods of gaining access to SWEET.TV services; decompile, disassemble or disconnect software and other products or processes available through the SWEET.TV service; insert a code or product or manipulate the contents of the SWEET.TV service in any case; use methods of mining, collecting or extracting data. In addition, you agree not to download, publish, send electronic or other messages, transmit materials designed to disrupt, destroy or limit the functionality of software or hardware as well as telecommunication

equipment associated with the SWEET.TV service, including software viruses or other computer codes, files and programs. We have the right to cancel or restrict the use of our service if you violate our Instructions for Use or are involved in illegal or fraudulent use of the service.

4.6. The display quality of SWEET.TV content may vary on different devices and may also depend on many factors, such as location, bandwidth and/or internet connection speed. Access to HD, Ultra HD and HDR depends on the Internet speed and device capabilities. Not all content is available in all formats, such as HD, Ultra HD or HDR, and not all subscription plans provide access to content in all formats. The default mobile network settings do not include HD, Ultra HD and HDR content. A minimum connection speed for SD is 1.0 Mbps. However, we recommend using a faster connection for a better viewing experience. A minimum download speed of 3.0 Mbps per stream is recommended for HD content (720p or higher). A minimum download speed of 15.0 Mbps per stream is recommended for Ultra HD content (4K or higher). You are responsible for all Internet connection costs. For more information about possible Internet traffic charges, contact your Internet service provider. The time it takes to start watching SWEET.TV content will vary depending on a number of factors, namely your location, available bandwidth at a particular time, content you choose and configuration of devices compatible with the SWEET.TV service.

4.7. SWEET.TV software can only be used for authorized streaming and viewing of SWEET.TV content on devices compatible with the SWEET.TV service. This software may differ on different devices and media, and their features may vary as well. You acknowledge that the use of the service may require third-party applications that are offered under a third-party license. You agree to receive automatic updates to your SWEET.TV software and related third-party software.

## **5. Passwords and Account Access**

The user who created a SWEET.TV account and has a valid payment method (“Account Owner”) is responsible for any actions carried out through this SWEET.TV account. To control the account and prevent unauthorized persons from accessing it (which implies information about viewing the account history), the Account Owner must control the devices that are compatible with the SWEET.TV service to be used to gain access to the service and not disclose the password or account billing information. You are responsible for the updating and accuracy of information related to your account. We may terminate or block your account for your safety and the safety of SWEET.TV or our partners to prevent theft of personal information or other fraudulent activities.

## **6. Warranties and Limitation of Liability**

The SWEET.TV service is provided on an “as is” basis, without any warranties or conditions. In particular, our service may experience crashes or errors. You waive your right to recover any special, indirect, or consequential damages from us. These provisions do not limit any mandatory warranties or rights under the consumer protection law that you are entitled to claim under the mandatory laws of your country of residence.

## **7. Class Action Waiver**

In cases prescribed by applicable law, you and sweet.tv agree that each party may sue the other party solely as a separate trial participant rather than a plaintiff or a class or representative member. In addition, in cases prescribed by applicable law (unless there are other agreements between you and SWEET.TV), the court has no right to combine the legal process initiated by you with more than one legal process initiated by a third party and also cannot consider class or representative actions.

## **8. Miscellaneous**

8.1. Applicable law. These Instructions for Use are drawn up and regulated by the laws of the Slovak Republic.

8.2. Customer support. For more information about our service or features, or if you need help with your account, contact us at [info@sweet.tv](mailto:info@sweet.tv). In some cases, our customer support team can best assist you by using a remote access tool that will be granted full access to your computer. If you do not want to give us such access, opt-out of support using a remote access tool, and we will provide support in other ways. If there is any inconsistency between these Instructions for Use and information provided by the customer support team or elsewhere on our website, these Instructions for Use will prevail.

8.3. Validity of certain provisions. If any provision of the Instructions for Use turns out to be invalid, illegal or unenforceable, the validity, legality and enforceability of all other provisions will remain in effect.

8.4. Changes to the Instructions for Use and assignment of rights. SWEET.TV has the right to make changes to these Instructions for Use from time to time. We will notify you at least 30 days before such changes enter into force. We have the right at any time to assign or transfer our rights and obligations under the contract concluded between you and us, and you agree to cooperate with us within the corresponding assignment or transfer of rights.

8.5. Means of electronic communication. We will send you information related to your account, e.g., payment authorizations, invoices, password or payment method changes, confirmation messages, notifications, exclusively in electronic form, e.g., via email to the address you specified when creating your account.