

SKY BROADBAND BUDDY – Terms & Conditions

BY CLICKING “AGREE” AND DOWNLOADING THE SKY BROADBAND BUDDY APP AND/OR SETTING UP A SKY BROADBAND BUDDY PROFILE YOU CONFIRM THAT YOU AGREE TO THE SKY BROADBAND BUDDY APP TERMS AND CONDITIONS BELOW (THE “CONTRACT”).

This text sets out the terms and conditions on which we provide the Sky Broadband Buddy application (the “**App**”) and access to and use of the services within the App as further described in the Google Play App Store (the “**Service(s)**”) to you (the user of the App/Service). References to the “**Website**” mean the App page describing the App within the Google Play App Store.

Please read these terms and conditions carefully before downloading the App.

By downloading the App and accessing or using Services you agree to be bound by this Contract including any changes we make to it or to the App or Services in accordance with these terms and conditions. If you do not wish to be bound by this Contract, you should (1) not download the App/delete the App from your device; and/or (2) not access or use the Services.

IMPORTANT TERMS ABOUT THIS CONTRACT

Please take a few minutes to read the following important terms. Further terms and conditions are set out later in this Contract which you should also read carefully.

Unless otherwise stated, all terms in this Contract apply to all users of the App, regardless of whether you are using it in the parent or child profile.

Setting up the App/Service

When downloading the App you will be asked if you are setting up either the parent or child profile.

Parent profile:

If you are setting up the parent profile in the App, you will need to log in by entering your Sky iD and password where prompted. In order to set up a parent profile you must be 18 or over, be a Sky Broadband customer and either the primary Sky iD holder or an authorised Sky iD user for your Sky Broadband account (“**Sky Broadband Buddy Parent**”).

You will then need to set up a child/user profile within your version of the App and assign each device that you wish to manage to the relevant child profile. To ensure you have full service functionality, where the devices you want to manage support this functionality you will also need to ask the user of that device to download and install the App on their device.

To add a device to your parent profile so you can manage it, you will need to use your device to scan the QR code on the device you want to manage when the App is installed onto it.

You agree that if you set up and link a child profile on any device to the parent profile, you will inform the user of that device of the relevant terms and conditions of this Contract, such as that a record of the internet activity on their device, including when connected to your home broadband network, on another WiFi network and when using mobile data (3G/4G), will be visible to you, the Sky Broadband Buddy Parent user

Further, you agree if you set up Sky Broadband Buddy Parent profile you will inform any user of your home Sky Broadband network that their online activity may be monitored via the Service and their browsing history will be available for you to view.

Child profile:

If you are downloading the child profile of the App to be used on your device and you are under the age of 16 you should review these terms and conditions with your parent or guardian before you install it on your device to make sure that you and your parent or guardian understand them.

By downloading the App and pairing it with a parent profile you acknowledge that a record of your internet activity on your device, including when connected to your home broadband network, on another WiFi network and when using mobile data (3G/4G), will be visible to the Sky Broadband Buddy Parent user

What do I need to access the Service?

The App and Service is dependent on you having a compatible device and software. If you set up a Parent profile, you will also need an active Sky Broadband account and a Sky Hub 2 or later. Further information on all these requirements is set out on the Website.

If you change your device the software running on your new/updated device may not be compatible with the Service and you may be unable to download the App and the Service may stop working.

We continually review device support and as new devices and operating systems appear we may stop supporting some older versions. This means that to continue to use the Service you may need to update the software on your device from time to time or replace your device.

Will the Service change?

The Service is variable and therefore may change from time to time for any of the reasons set out in this Contract. Please see clause 11 for details.

How much notice will I get if you change the Service?

We will give you at least 31 days' notice before we change the Service to your material disadvantage (unless an immediate change is required for legal or security reasons).

What are my rights to cancel?

The Service is provided as part of the 'Sky Broadband Boost' subscription (defined as a 'Sky Broadband Extra' in the Sky Broadband contract). If either are cancelled (in accordance with the Sky Broadband contract) the App and your access to the Service will cease.

Complaints

We are committed to providing you with the best possible products and services, but in the unfortunate circumstance that you have a complaint please get in touch with us straight away in any of the following ways:

- Online, you can chat to one of our online advisors or by visiting 'Contact us' in the MySky section of sky.com;
- By phone – call us on 03442 41 41 41
- By post, write to:

UK
Customer Complaints Sky Subscribers Services Limited PO Box 43 Livingston West Lothian EH54 7DD

If you'd like to find out more about how we deal with your complaints and options for alternative dispute resolution, read our 'Complaints Code of Practice' which you will find by visiting 'Complaints' in the MySky section of sky.com or by going to <http://help.sky.com/my-account/make-a-complaint/sky-customer-complaints-code-of-practice>. Alternative dispute resolution services for customers in the UK are provided by Communications & Internet Services Adjudication Scheme (CISAS) whose website is <https://www.cedr.com/consumer/cisas/>.

This contract is between you and Sky UK Limited ("Sky"). Sky is registered in England and Wales under registered number 02906991 and has its registered office and main trading address at Grant Way, Isleworth, Middlesex TW7 5QD. References to "we" or "us" in this contract will be read as references to Sky.

1. The Sky Broadband Buddy Parent user and rewards

The terms set out in this clause 1 apply only if you are using a parent profile:

- 1.1 If you are setting up the Sky Broadband Buddy Parent profile, you are responsible for any and all activity resulting from the use of your Sky Broadband account login details on the App and the Service.
- 1.2 You agree to notify us immediately of any breach in secrecy of your Sky Broadband log in details.
- 1.3 You agree to notify and inform the users of all child profiles linked to your parent profile that a record of their internet activity on their device, including when connected to your home broadband network, on another WiFi network and when using mobile data (3G/4G), will be visible to you, the Sky Broadband Buddy Parent user.
- 1.4 Further, you agree you will inform any user of your home Sky Broadband network that their online activity may be monitored via the Service and their browsing history will be available for you to view.
- 1.5 Sky Broadband Buddy Parent users may give 'reward activities' to child profile users who successfully complete tasks (for example, access to web content on completion of homework). The Service does not monitor nor verify user activity with respect to reward activities and we make no representations about the effectiveness of such methods.

2. Information collected via and/or stored on your device

- 2.1. To use the Service (in either the parent or child profile) you will need to download and install the App on your device via the Google Play App store. Certain features of the App require location services to be enabled on your device. By using this App you agree that Google may share your geographic locations with us when you enable our location services. Please see the Sky privacy policy for further details.
- 2.2. The information you provide Google upon downloading the App will be collated and used by Google in accordance with its privacy policy.

3. Requirements to use the App/Service

- 3.1. You must be 18 or over, have a Sky Broadband and Sky Broadband Boost subscription and be either the primary or an authorised Sky iD holder for your Sky Broadband account to set up the Service as the Sky Broadband Buddy Parent user and you must provide us with proof of your identity if we reasonably ask you to do so from time to time.
- 3.2. Whether you are using a parent or child profile, you must ensure that your device meets (and continues to meet) the hardware, systems and software requirements for the App/Service as described:
 - 3.2.1. at the time you download the App or any updates to the App; and/or
 - 3.2.2. on the Website from time to time (which you should check regularly for updates).
- 3.3. The Service is provided to you within the home via your Sky Broadband internet connection. Outside of your home, you may access the Service via your mobile network and/or another wireless internet connection.

- 3.4. Where you are using a child profile, you acknowledge that by downloading and installing the App and/or allowing the Sky Broadband Buddy Parent user to pair your profile to their parent profile, all your internet activity on your device, including when connected to your home broadband network, on another WiFi network and when using mobile data (3G/4G), is monitored by the Service and your browsing history will be visible to the Sky Broadband Buddy Parent user.
- 3.5. If the Service is suspended, interrupted or not available to you due to mobile network and/or internet connection interruptions, we will not be responsible (unless you have separate rights against us under contracts for the provision of a mobile network and/or broadband services).
- 3.6. You will be responsible for any costs charged by your mobile network in relation to the provision of the mobile network coverage necessary to use the Service outside of the home Sky Broadband network. This includes any and all charges you may incur if you access or use the App whilst roaming outside of the UK.

4. Your use of the App/Service

- 4.1. The Service is for your personal use and not for use for any commercial or business purpose.
- 4.2. You agree to follow our reasonable instructions concerning your use of the App and the Service.
- 4.3. You must not authorise, allow or assist any third party to use the Service or App:
 - 4.3.1. to copy (except as permitted by law), redistribute or relay the whole or any part of materials included within the App or Service;
 - 4.3.2. to sell or make any charge for using any part of the App or Service;
 - 4.3.3. for any improper or unlawful purpose;
 - 4.3.4. for data mining, robots or other data gathering devices on or through the Service, unless specifically permitted by this Contract;
 - 4.3.5. to upload anything defamatory or that would violate or infringe in any way upon rights (including intellectual property rights, rights of confidentiality, or rights of privacy) of Sky or others;
 - 4.3.6. to harass, stalk, abuse or post irrelevant, harmful, obscene or otherwise objectionable or illegal material; or that may cause distress or inconvenience or contains another person's sensitive personal data without their consent; or
 - 4.3.7. to upload spam (unsolicited advertising material) or unwanted commercial content designed to drive traffic to third party sites or boost search engine rankings of third party sites.

- 4.4. We may require you to reimburse us for any reasonable and foreseeable losses, costs and expenses which we incur as a direct result of the misuse of the App or Service by you or any one you have allowed to use the App or Service.
- 4.5. We may review and remove any content you post or upload at any time if we reasonably consider it breaks the terms of this Contract, breaches any laws or regulations, is abusive, disruptive, offensive or violates the rights of, or harms or threatens the safety of, other users of the Services.

5. Content blocking

The provisions in this clause 5 apply to the Sky Broadband Buddy Parent user only.

- 5.1 Through the App and Service the Sky Broadband Buddy Parent user may filter content and set time limits for how managed devices can use the internet both when connected to their Sky Broadband service and when using mobile data or other WiFi services.
- 5.2 The Service may not block all content that you find objectionable and you may disagree with how some content is categorised and/or filtered. You are solely responsible for your reliance on the Services to block content that you deem objectionable. In addition, content that you do not deem objectionable may also be blocked.
- 5.3 We accept no responsibility for the miscategorisation of a site or content and in the event you believe the Service has made a mistake, please contact us using the contact details set out earlier in this Contract to submit the issue for review.

6. Suspension / Termination

- 6.1. The Service is variable and therefore may change from time to time or end for any reason stated in clause 11.1 or 11.2.
- 6.2. We reserve the right immediately to suspend, restrict or end your use of the App and Service if:
 - 6.2.1. reasonably necessary for technical or operational reasons;
 - 6.2.2. you have missed any payments you owe to us in respect of your Sky Broadband or Sky Broadband Extras or any other Sky products or services, for example your payment method fails;
 - 6.2.3. you breach these terms and conditions, although for non-serious breaches we will first give you an opportunity to put things right which you will need to do within 7 days. For serious breaches (for example if you break conditions 4.1 and 4.3) we will normally exercise this right immediately;
 - 6.2.4. we reasonably consider that you have committed or may be committing any fraudulent or other unauthorised activity against us or, through your or their use of the App or Service, against any other person or organisation; or
 - 6.2.5. if you or anyone you authorise to deal with us on your behalf acts in a way towards our staff or agents which we reasonably consider to be inappropriate and sufficiently serious to justify restricting or ending your use of the Service and/or App.

6.3. If either your Sky Broadband or Sky Broadband Extra subscription are ended in accordance with the Sky Broadband Contract, then all access to use the App and Service in either parent or child profile will end on the date the Sky Broadband or Sky Broadband Extra subscriptions terminate.

7. Intellectual Property

7.1. All copyright, trademarks and all other intellectual property rights in all material or content supplied as part of the App or Service shall remain at all times vested in us or our licensors. You are permitted to use this material or content only as expressly authorised in writing by us or our licensors. You will not, and you will not assist or facilitate any third party to, copy, reproduce, transmit, distribute, frame, commercially exploit or create derivative works of such material or content.

7.2. If you become aware of any such distribution or commercial exploitation, you agree to notify us immediately.

7.3. You acknowledge that if you post or upload materials (for example, user photos) when using the Service you grant to us and our licensors and assign an irrevocable, perpetual, royalty free, worldwide and transferrable licence to use and display the materials as part of the App or Service and in any other manner. The licence extends to copying, distributing, broadcasting, and otherwise transmitting, and adapting and editing the materials.

8. Liability for and information provided via the App

8.1. Nothing in this Contract limits our liability for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation or for any matter that we cannot exclude or limit as a matter of law.

8.2. Other than as described in clause 8.1, we shall not be liable for any financial loss, loss of information, damage to (or corruption of) data or any indirect loss or damage of any kind, whether caused by tort (including negligence), breach of contract or otherwise for:

8.2.1.any use of the App or Service that we do not authorise;

8.2.2.suspension, restriction or termination to your use of the App or Service in accordance with clause 6 or any failure, interruption or delays to your use or the performance of the App or Service caused by events outside our reasonable control;

8.2.3.any errors, viruses or bugs present in or arising from your use of the App or Service that are not directly caused by or attributable to the App or Service;

8.2.4.any damage to separate devices or digital content that belong to you where such damage would not have been caused if you had followed our reasonable instructions;

8.2.5.any loss or damage caused by us or any of our respective employees or agents to the extent that such loss or damage results from your negligence or other breach by you of this Contract, unless we or our respective employees or agents were in breach of a legal obligation or duty of care owed by us and that breach is the most significant cause of the loss of damage;

- 8.2.6.any incompatibility of the App or Service with any hardware and/or software on your device;
- 8.2.7.any interruption, delay or failure by us to provide the App or Service (or any part of it) caused by a change made by a third party device manufacturer, provider of a third party device operating system or billing platform that is outside our reasonable control;
- 8.2.8.any content provided by or originating from third parties as part of the App or Service or for any product or service advertised, promoted, offered or sold by third party service providers via the App or Service. While we will make reasonable efforts to ensure that the information contained in or on the App or Service provided by us is accurate, we do not accept any liability and make no representations or warranties in relation to the accuracy or completeness of such information;
- 8.2.9.any disputes or disagreements between you and any third party with whom you interact using the App or Service;
- 8.2.10. any claim brought by either a visitor to your home who connects to your Sky Broadband or any user of a device that you manage that they did not know, or consent, to their internet activity being monitored by the Service or their browsing history being available to you in the App; or
- 8.2.11. any content that you believe has been miscategorised in the App or Service.

8.3. These limitations do not affect your legal rights. If you have experienced a problem with the App/Service caused by Sky's failure to exercise reasonable care and skill in providing the App/Service, then you may be entitled to a legal remedy. For more information about your legal rights and remedies refer to <http://www.adviceguide.org.uk>.

9. Revisions and Notices

- 9.1. We may change this Contract at any time and for any of the reasons set out in clauses 11.1 and 11.2. If we amend this Contract, we will notify you. Your first use of the App or Service after you have been notified of the changes will constitute acceptance of such changes.
- 9.2. If we give you any notice that is required under these terms and conditions, we shall give it to you by electronic means (including via the Website, via an App update, via a notification within the App or via a "push" notification to your device where this is enabled, or via email, to the account registered to your Sky Broadband account).
- 9.3. Notifications will be deemed to have been delivered on the day they are sent, provided we have not received a failed delivery notice, in which case we will send notice via the Website. Notifications given via the Website will be deemed delivered the day after they appear on the Website (which you should check regularly).

10. General

- 10.1. We can transfer our rights and obligations under these terms and conditions to any company, firm or person. We can only do this if it does not affect your rights under these terms and conditions in a negative way.
- 10.2. If any court or regulator decides that any provision of these terms and conditions is invalid or otherwise unenforceable, such provisions shall be severed and deleted from

these terms and conditions and the remainder of these terms and conditions shall continue to have full force and effect.

10.3. These terms and conditions are personal to you. You may not transfer your rights or obligations under these terms and conditions to anyone else and no third party is entitled to benefit under these terms and conditions.

10.4. These terms and conditions are governed by English Law. If your address is in the UK, all disputes will be dealt with by the courts in England or any other UK court that could lawfully deal with the case.

11. Reasons for Change

11.1 We may change the App or Service and/or add to or change the terms of this Contract for any of the following reasons:

- 11.1.1 We change, alter, improve or add to our App or Service. For example, we can vary the rewards available for child profiles to earn. This ensures that we respond to customer needs and remain competitive;
- 11.1.2 We intend to change the way we structure our services;
- 11.1.3 We are introducing new products, services or features;
- 11.1.4 The cost to Sky of providing the Service increases (for example, we have to pay third parties more for use of their technology or infrastructure, or launching other new and improved customer products and services);
- 11.1.5 Other costs associated with running Sky's business increase (for example, we invest in improving customer support);
- 11.1.6 We introduce new charges where the cost of running our business increases;
- 11.1.7 We change the way we provide products and services to you (for example, we find a new software supplier or develop new infrastructure or technology to provide you with a better experience);
- 11.1.8 To help improve the security and operation of our technical infrastructure (for example, to prevent misuse of the App or Service);
- 11.1.8 We reorganise the way we structure or run our business;
- 11.1.9 Valid legal or regulatory reasons; or
- 11.1.10 We change the terms of this Contract to make them clearer or easier to understand, to reflect changes in law or to update our contracts from time to time so all our customers are on the same terms.

11.2 We provide the Service and App on an ongoing basis and we cannot foresee what may change in the future. This means that we may need to make changes in accordance with the other conditions of this Contract for reasons other than those set out in Condition 11.1 above.