

## **TV AUDIENCE GENERAL TERMS AND CONDITIONS**

The Services (as defined in the TV Audience Order Form) provided by shall be provided in accordance with these TV AUDIENCE GENERAL TERMS AND CONDITIONS and the applicable TV Audience Order Form (“**Order Form**”).

Client (as identified in the Order Form) as the user agree and acknowledge that;

1. Client’s access to and use of the information or any content of the Services is at your own risk;
2. Source Data from the Service are owned and/or licensed to are of Dialog Broadband Networks (Private) Limited “DBN” and the ownership and licenses of the said Source Data shall at all times remain with DBN;
3. Source Data in the Services were process based on defined algorithms and logic
4. DBN reserves the right to change, modify, or remove the contents of the Services at any time or for any reason at its sole discretion without prior notice.
5. DBN further reserves the right to correct errors, inaccuracy, or omissions if any and to change, update modify without notice at any time. DBN shall ensure that such changes or modification stated herein shall be affected with industry standards based on professional advice.
6. the accuracy of the Source Data is subject to;
  - I. the updates/amendments made to these general terms and conditions from time to time;
  - II. Client shall be solely responsible to review the updated/amendments to these terms and conditions
  - III. by continuing to use the Service you are granting your express consent to the updated/amended terms and conditions;
7. the content on the Services is provided for general information only and DBN and ADA (as identified in the Order Form) shall be held free, harmless and indemnified if used for any specific purpose other than mentioned in these general terms and conditions;
8. the information provided in the Services are for the residents of Sri Lanka and DBN and ADA hold no responsibility towards any individual/entity outside of Sri Lanka.
9. the information provided in the Services are not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject DBN to any registration requirement within such jurisdiction or country.
10. Client is strictly prohibited;
  - I. from accessing or using the Services for any purpose other than that for which the Services and the related services are made available for;
  - II. from any unauthorized use of the Services, including collecting usernames and/or email addresses of users to send unsolicited email or creating user accounts under false pretenses;  
from circumventing, disabling, or otherwise interfering with any and all security or related features of the Services, including features that prevent or restrict the use or copying of any content or enforce limitations on the use;
  - III. from engaging in unauthorized framing of or linking to the Services;
  - IV. from any improper use of the support services; including but not limited to; submitting false reports of abuse and/or misconduct;
  - V. from engaging in any automated use of the system provided in the Services; including but not limited to; using scripts to send comments or messages, using any data mining, robots, similar data gathering and extraction tools, etc;
  - VI. from interfering with, disrupt, or create an undue burden on the Services or the networks and services connected to the Services;
  - VII. from attempting to gain unauthorized access to the Services or any networks, servers or computer systems connected to the Services; and/or (b) make for any purpose including error correction, any modifications, adaptations, additions or enhancements to the Services or content, including the modification of the paper or digital copies you may have downloaded;
  - VIII. from attempting to impersonate another user or person, or use the username of another user;

- IX. from selling/assigning/transferring the user credentials provided to you to access the Services without the express written consent of the authorized signatory of ADA;
  - X. from any use of information obtained from the Services in order to harass, abuse, discriminate, cause harm to another individual/entity or for the purpose of committing any activity prohibited by the laws, rules and regulations of Sri Lanka.
  - XI. from using the Services or the content herein as part of any commercial use or in an effort to compete with DBN;
  - XII. from decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Services;
  - XIII. from attempting to access any portions of the Services that you are restricted from accessing.
  - XIV. from copying or adapting the Services' software, including but not limited to; Flash, PHP, HTML, JavaScript, or other code;
  - XV. from uploading or transmitting (or attempting to upload or to transmit) viruses, trojan horses, or other content/data/information/material that interferes with any party's uninterrupted use and enjoyment of the Services, or any content/data/information/material that acts as a passive or active information collection or transmission mechanism;
  - XVI. from disparaging, tarnishing, or otherwise harm, in DBNs' opinion, the good name and reputation of DBN, ADA and/or the Services;
  - XVII. from using the Services in a manner inconsistent with any and all rules, laws or regulations in Sri Lanka;
  - XVIII. from falsely implying a relationship/connection with DBN or another company with whom you do not have a relationship/connection;
11. Content, Intellectual Property & Third-Party Links; In addition to making Source Data available, the Services also provides related Services. All Source Data is protected by intellectual property laws of the Sri Lanka, foreign nations, and international bodies. Unauthorized use of the material may violate copyright, trademark, and/or other laws. You acknowledge that your use of the content on the Services is for personal, noncommercial use.
  12. License; By using the Services, you are granted a limited, non-exclusive, non-transferable right to use the content and materials on the Services in connection with your normal, noncommercial, use of the Services. You may not copy, reproduce, transmit, distribute, or create derivative works of such content or information without express written authorization from the duly authorized representative of Dialog.
  13. Maintenance; Platform maintenance will be done by the Dialog which shall be subject to a maximum of forty eight (48) hours downtime
  14. Client represent and warrant that: (a) all registration information you submit are true, accurate, current, and complete and relate to you and not a third party; (b) Client shall maintain the accuracy of such information and promptly update such information as necessary; (c) Client shall maintain confidentiality of its password/s and username/s and shall be solely responsible for all use of your password/s and account; (d) Client have the legal capacity under the laws of Sri Lanka to enter into this Agreement and to comply with these general terms and conditions.
  15. If Client, at any time, become aware of or suspect that anyone other than you know your user information (such as an identification code or username) and/or password Client shall promptly notify to your ADA sales partner.
  16. Except as expressly provided in these general terms and conditions, no part of the Services, related services or content may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without express prior written consent of DBN.
  17. DBN and/or ADA reserves the right at its sole discretion, to (1) monitor the Services for breaches of these general terms and conditions; (2) take appropriate legal action against anyone in breach of applicable laws or these general terms and conditions; (3) remove from the Services or otherwise disable all files and content that are excessive in size or are in any way a burden to the systems; and (4) otherwise manage the Services in a manner designed to protect DBNs' rights and property and to facilitate the proper functioning of the Services and related services.
  18. DBN shall endeavor on a best effort basis to maintain the Services securely and free from bugs or viruses.
  19. Client are solely responsible for configuring your information technology, computer programs and platform to access the Services and to use your own virus protection software.
  20. DBN shall make reasonable efforts to ensure that the Services and related services shall be available at all times.

21. In the event of any interruptions, delays, or errors due to hardware, software, or any other technical issue or due to maintenance down-time of the Services DBN and ADA shall not be held here and harmless of any such interruptions, delays, or errors.
22. Client agree and acknowledge that DBN and ADA shall not be held liable for any loss, damage, or inconvenience caused by your inability to access or use the Services or related services during any maintenance down-time or discontinuance of the Services or related services. DBN and ADA shall not be held liable for any (1) errors or omissions in content beyond the of reasonable control of DBN: (2) any unauthorized access to or use of DBN servers and/or any bugs, viruses, trojan horses, or the like which may be transmitted to or through the Services by any third party.
23. All warranties, terms, conditions and undertakings, express or implied (including by statute, custom or usage, a course of dealing, or common law) in connection with the Services and related services and your use thereof including, without limitation, the implied warranties of satisfactory quality, fitness for a particular purpose and non-infringement are excluded to the fullest extent permitted by applicable law.
24. These general terms and conditions shall remain in full force and effect for the duration of your use of the Services or related services.
25. Without limiting any other provision of these general terms and conditions, DBN and/or ADA reserves the right to, in its sole discretion and without notice or liability, deny access to and use of the Services and the related services (including blocking certain IP addresses), to any person/entity for reasons; including without limitation; for breach of any representation, warranty or covenant contained in these general terms and conditions or of any applicable law or regulation.
26. In the event it has been noted by DBN and/or ADA, that the Client r use of the Services/related services is in breach of these general terms and conditions or of any applicable law or regulation, at its sole discretion, DBN and/or ADA reserves the right to suspend/terminate your use or participation in the Services and the related services.
27. In the event of suspension or termination of your account for any reason set out above you are prohibited from registering and creating a new account under Client's name, a false or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.
28. On termination or expiry of the Services for any reason: (a) all licenses granted under this Agreement will immediately terminate and Customer shall immediately cease use of the Services; and (b) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination which existed at or before the date of termination will not be affected.  
By the use of the Services you consent to receive electronic communications from DBN and/or ADA related to the Services and related services and you agree that all agreements, notices, disclosures, and other communications provided to you electronically, via email and on this link , satisfy any legal requirement that such communication to be in writing.
29. You hereby agree to the use of electronic signatures, contracts, orders and other records and to electronic delivery of notices, policies and records of transactions in relation to the use of the Services and related services.

### **30. CONFIDENTIALITY**

- (a) "Confidential Information" means all information of a party or its affiliates ("Discloser") disclosed to the other party ("Recipient") that is identified as confidential at the time of disclosure or should be reasonably known by the Recipient to be confidential due to the nature of the information and the circumstances surrounding the disclosure.
- (b) The Recipient will: (i) not use the Discloser's Confidential Information for any purpose outside of this Agreement; (ii) not disclose such Confidential Information to any person or entity other than on a need-to-know basis; (iii) ensure that anyone Confidential Information is disclosed to is bound by written obligations of confidentiality in place with the Recipient; and (iv) use reasonable measures to protect the confidentiality of such Confidential Information.
- (c) If the Recipient is required by applicable law or court order to make any disclosure of such Confidential Information, it will first give written notice to the Discloser. To the extent within its control, the Recipient shall permit the Discloser to intervene in any relevant proceedings to protect its interests in its Confidential Information.

- (d) Confidential Information will not include information that the Recipient can show: (i) was rightfully in its possession or known to it prior to receipt without any restriction on its disclosure; (ii) is or becomes publicly known through no breach of this Agreement; (iii) is independently developed without the use of the other party's Confidential Information; or (iv) is rightfully obtained from a third party without breach of any confidentiality obligation.
- (e) The Recipient acknowledges that unauthorized disclosure of the Discloser's Confidential Information could cause substantial harm to the Discloser for which damages would not be an adequate remedy

31. **DISCLAIMER OF WARRANTIES:** YOUR USE OF THE SERVICES AND RELATED SERVICES ARE AT YOUR SOLE RISK. THE SERVICES AND RELATED SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. DBN EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO THE RELATED SERVICES OR SERVICES CONTENT, OR ANY RELIANCE UPON OR USE OF THE SERVICES CONTENT.

32. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, DBN MAKES NO WARRANTY: (1) THAT THE INFORMATION PROVIDED ON THE SERVICES IS ACCURATE, RELIABLE, COMPLETE, OR TIMELY. THAT THE LINKS TO THIRD-PARTY WEBSITES SERVICES ARE TO INFORMATION THAT IS ACCURATE, RELIABLE, COMPLETE, OR TIMELY. (2) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. (3) AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE CONTENT/RELATED SERVICES OR THAT DEFECTS IN CONTENT/RELATED SERVICES WILL BE CORRECTED. (4) REGARDING ANY SERVICES PURCHASED OR OBTAINED THROUGH THE SERVICES.

33. **LIMITATION OF LIABILITY:** DBN AND ADA SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THIS AGREEMENT OR THE CONTENT AND/OR RELATED SERVICES IN ANY MANNER, INCLUDING LIABILITIES RESULTING FROM (1) THE USE OR THE INABILITY TO USE THE SERVICES CONTENT AND/OR RELATED SERVICES; (2) THE COST OF PROCURING SUBSTITUTE CONTENT AND/OR RELATED SERVICES; (3) ANY CONTENT AND/OR RELATED SERVICES PURCHASED OR OBTAINED OR TRANSACTIONS ENTERED INTO THROUGH THE SERVICES; OR (4) ANY LOST PROFITS YOU ALLEGE.

34. **INDEMNIFICATION:** The Client will release, indemnify, defend and hold harmless DBN, ADA, and any of its directors, employees, agents, employees, shareholders, affiliates and assigns from all liabilities, claims, damages, costs and expenses, including reasonable attorneys' fees and expenses, of third parties relating to or arising out of (1) these general terms and conditions or the breach of your warranties, representations and obligations under these general terms and conditions; (2) the Services content or your use of the Services content; (3) the content and/or related services or your use of the content and/or related services; (4) any intellectual property or other proprietary right of any person or entity; (5) your violation of any provision of these general terms and conditions; or (6) any information or data you supplied to DBN and/or ADA. \. DBN and ADA shall have the right to participate in any defence by you of a third-party claim related to your use of any of the Services , with counsel of its choice and at its expense. Client will have sole responsibility to defend DBN and ADA against any claim, but Client must obtain DBN and ADA's prior written consent regarding any related settlement. The terms of this provision will survive any termination or cancellation of these general terms and conditions or your use of the Services or related services.

35. **AGREEMENT TO BE BOUND:** By using the Services and/or related services, you acknowledge that you have read and agree to be bound by these general terms and conditions.

### 36. GENERAL

- I. Force Majeure; DBN and ADA will not be deemed in default hereunder or held responsible for any cessation, interruption or delay in the performance of its obligations hereunder due to earthquake, flood,

- fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, or boycott or any act beyond the reasonable control of DBN.
- II. Cessation of Operation; DBN and ADA may at any time, in its sole discretion and without advance notice to you, cease operation of the Services.
  - III. Entire Agreement: These general terms and conditions forms the entire agreement between you and DBN and supersedes any prior agreements pertaining to the subject matter contained herein.
  - IV. Effect of Waiver; The failure of DBN and/or ADA to exercise or enforce any right or provision of these general terms and conditions will not constitute a waiver of such right or provision. If any provision of these general terms and conditions is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of these general terms and conditions remain in full force and effect.
  - V. Governing Law and Jurisdiction; These terms and conditions will be governed by the laws of Sri Lanka without regard to its conflict of law principles to the contrary
  - VI. Termination; Without prejudice to the terms and conditions set out herein,, DBN and/or ADA reserves the right to terminate your access to the Services if it reasonably believes, in its sole discretion, that you have breached any of these terms and conditions of this Agreement. Following action, you will not be permitted to use the Service and DBN and/or ADA may, in its sole discretion and without advance notice to you, suspend your account. If your access to the Services is terminated, DBN and/or ADA reserves the right to exercise whatever means it deems necessary to prevent unauthorized access of the Services.
  - VII. ADA may terminate this Agreement in its entirety at any time without cause or liability to the Client, by providing the Client with fourteen (14) days' prior written notice.
  - VIII. Assignment. The Client may not assign your rights and obligations under these general terms and conditions to anyone. ADA may assign its rights and obligations under these general terms and conditions in its sole discretion to its affiliates or DBN or DBN's affiliates with prior written notice to you.

**[END]**