Now One 4K UHD All-in-One Set Top Box Terms of Use

You are advised to read the following terms and conditions carefully. By installing the Now One 4K UHD All-in-One Set Top Box (“Now One Box”), allowing the installation of the Now One Box to commence, and/or using the Now One Box, you are agreeing to be bound by the terms and conditions set out in these Now One 4K UHD All-in-One Set Top Box Terms of Use (“Terms of Use”).

If you do not agree to the terms and conditions set out in these Terms of Use, do not install the Now One Box and/or use the Now One Box Services. If you purchase (and not rent) a Now One Box and you do not agree to the terms and conditions set out in these Terms of Use, subject to our Return Policy (if any), you may be eligible for a refund by returning your Now One Box to us or to our authorized sellers from whom you purchased your Now One Box.

1. The Now One Box
1.1 If the Now One Box purchased by you proves to be defective under normal use due to defective materials, design and/or workmanship, we shall provide you with a one year manufacturer’s hardware warranty from the date of purchase of your Now One Box, provided that you present the original proof of purchase. You may contact our customer service representatives for further details in respect of the warranty service.
1.2 If the Now One Box rented by you from us proves to be defective under normal use due to defective materials, design and/or workmanship, we shall provide such repair and/or replacement services for the Now One Box as set out in your Contract for the Now TV services.
1.3 Notwithstanding any other provision in these Terms of Use, we shall not be responsible for repairing or replacing any Now One Box as a result of any use that is in breach of or not authorized under these Terms of Use.
1.4 We will not provide warranty, repair or replacement services:
   (i) for consumable parts that are designed to diminish over time, or to defects caused by normal wear and tear or otherwise due to the normal ageing of the Now One Box;
   (ii) for cosmetic damage, including but not limited to scratches, dents and broken plastic on ports;
   (iii) for damage caused by accident, abuse, misuse, fire, earthquake or other external cause;
   (iv) for damage caused by using the Now One Box outside our published guidelines or our reasonable instructions;
   (v) for damage caused by any service, repair or maintenance performed by anyone who is not authorized by us;
   (vi) if the System Software and/or Now One Box have been modified without our written permission;
   (vii) if any product identification mark (including the serial number) has been removed or defaced from the Now One Box; or
   (viii) if we reasonably believe that Now One Box is a stolen property product and you are unable to prove in any way that you are the owner of the Now One Box (such as by presenting the proof of purchase).

2. The Apps
2.1 Subject to your compliance with these Terms of Use and your payment of any applicable fees payable to us and/or our affiliates, we hereby grant to you a non-exclusive and non-transferable limited license for you to store, run and use the Pre-installed Apps and Authorized Apps on your Now One Box strictly in accordance with the terms herein and the software license for such apps (if any) but not further or otherwise.
2.2 We may without liability and with or without notice to you:
   (a) update the Pre-installed Apps and Authorized Apps; and/or add, block the use of or remove certain Authorized Apps from time to time in our sole discretion, including but not limited to adding, changing or removing functionalities and features, and changing the user interface or the manner in which you are able to access or use the Apps, the Now One Box Services and/or Content;
   (b) limit, change, remove, discontinue, block, disable, restrict or suspend your access to any App, Now One Box Service and/or Content without notice where:
      (i) we are of the opinion that such action is appropriate as a result of your use of such App, Now One Box Service and/or Content;
(ii) you breach any of these Terms of Use;
(iii) such App, Now One Box Service and/or Content breaches any applicable law, regulation or regulatory directive, poses a security risk to our and our affiliates’ networks and/or servers, infringes any third party rights, or is otherwise unacceptable as determined by us in our sole discretion;
(iv) we no longer hold the right to distribute or to provide access to such App, Now One Box Service and/or Content; or
(v) we fail to obtain, hold, retain or renew any relevant regulatory approvals or if any relevant regulatory approvals are revoked or if we are required by a relevant authority to cease provision of any App, Now One Box Service and/or Content; and
(c) impose limits on the use of or access to certain features or parts of any Apps, Now One Box Services and/or Content.

3. Services accessed through the Now One Box
3.1 Now TV services accessed through the Now One Box
(a) The Now TV Terms and Conditions shall apply to your use of the Now TV services accessed through the Now One Box.
3.2 Now One Box Services
(a) Use of the Now One Box Services requires an Internet connection with sufficient bandwidth. You are responsible for paying any communication or data transmission costs incurred by using the Now One Box Services.
(b) Use of the Now One Box Services requires the maintenance of the System Software. You will be required to update the System Software from time to time in order to use the Now One Box Services.
(c) You may only use the Now One Box Services in Hong Kong.
(d) Certain Now One Box Services such as those accessed through certain Apps are not provided by us, and any use of such services will be strictly at your own risk; and you agree to comply with the applicable terms and conditions specified by us and/or the relevant third party providers if you choose to use these services. We make no representation about, and we do not endorse or control the content, performance, quality or reliability of any third party providers' services you may access directly or indirectly from time to time using the Now One Box.
(e) You will not be able to use the Now One Box to view 4K or Super HD content if:
   (i) the installation address of your Now One Box does not have a PON (passive optical network) or other designated network operated by us or our affiliates;
   (ii) the television set to which you connect the Now One Box does not have the necessary specifications to support viewing of 4K or Super HD content;
   (iii) the channels to which you subscribe to are not available in Super HD or 4K versions; or
   (iv) you do not subscribe to our 4K and Super HD connection service.

4. Restrictions on the Use of the Apps, Now One Box Services and Content
4.1 In your use of the Apps, the Now One Box Services and/or Content, you must always follow and comply with applicable law and these Terms of Use and any other relevant terms and conditions applicable to such apps, services and content. You agree that the use of the Apps, the Now One Box Services and/or Content by any other users, whether authorised by you or not, shall be regarded as use of the Apps, the Now One Box Services and/or Content by you.
4.2 You:
   (a) must not, and must not permit any other person to, sell, reproduce, copy, distribute, modify, exploit the Apps, the Now One Box Services, Content and/or System Software; and/or reverse engineer any Apps, Content and/or System Software;
   (b) agree that the Apps, Now One Box Services and Content are only for your private domestic usage, viewing and access at the Premises and shall not yourself, or permit any other person to, show, play, use, access or view the Now One Box Services and/or Content for any public or commercial purposes and/or within any public place or commercial premises and/or on any device in any place outside the Premises;
   (c) without limiting sub-clause 4.2(b), shall not charge for use or access to the Now One Box Services, Apps and/or Content or for access to any premises where the Now One Box Services and/or Content are accessed or viewed;
(d) must not, or permit any other person to, or cause the Now One Box Services or any Content to be transmitted, re-transmitted or broadcast or included in a cable program service, by any means including the Internet;
(e) without limiting sub-clause 4.2(d), must not (except for connecting to a television set in the Premises) transmit, arrange for or authorize the transmission of any Now One Box Services and/or Content, to any device including without limitation any personal computer, television receiver or mobile device or to any device outside the Premises;
(f) must not, or permit any other person to, copy, encode, digitize, reformat, compress, intercept, interfere, or tamper with or otherwise manipulate the signals of the Now One Box Services or Content including output signals of the Now One Box in any way and by any means;
(g) must not issue, create or sponsor any financial instruments or investment products where the price, return and/or performance of such instrument or product is based on or related to any financial index or information in the Now One Box Services or Content;
(h) must not hack or deface any part of the Apps, the Now One Box Services and/or Content;
(i) must not access or use the Apps, Now One Box Services, the Content and/or the System Software for any unlawful purpose or any purpose not expressly authorized by these Terms of Use;
(j) must not remove any copyright, trademark, or other proprietary rights notices contained in the Apps, Now One Box, the Now One Box Services and/or Content;
(k) copy and/or frame any part of the Apps, the Now One Box Services and/or Content without our prior written authorization;
(l) must not use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, “data mine,” or in any way reproduce, disrupt or circumvent the navigational structure or presentation of the Apps, Now One Box Services and/or Content;
(m) must not hack, break into, or attempt to hack or break into, in any manner the Apps, Now One Box Services and/or any data areas on our server(s) or that of any third parties;
(n) must not download, copy, store, rip, distribute, share or re-direct any Content from the Now One Box Services and/or the Apps in any way or through any media unless otherwise expressly authorized by us;
(o) must not incorporate any software, application or other materials that contain any virus, malicious code, time bomb, Trojan horse, or other harmful or disruptive component in the Apps, the Now One Box Services, System Software and/or Now One Box;
(p) forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Now One Box Services;
(q) interfere with or disrupt the Now One Box Services or servers or networks connected to the Now One Box Services; and
(r) disclose your login details and password (if any) or permit other persons to use your login details and password to access the Now One Box Services.

Our authorization for you to use the Now One Box and Now One Box Services, and to access the Apps and Content through the Now One Box, is conditional upon your strict compliance with each of these Terms of Use; and the Now TV Terms and Conditions (if you subscribe to the Now TV services).

4.3 To the extent you download, upload, access or otherwise transmit any Customer Content, you represent and warrant that:

(a) you own all rights in, or have authorization or are otherwise legally permitted to download, upload or otherwise access and transmit such content using the Now One Box and that such material is not indecent, obscene, defamatory, unlawful, harassing, threatening, libelous, violent, vulgar, invasive of another’s privacy, hateful; racially or ethnically offensive or otherwise objectionable;
(b) you shall not infringe any third party’s intellectual property rights (including without limitation posting, transmitting, accessing or uploading content that you do not own or have permission to post, transmit, access or upload);
(c) you shall not post, transmit, access or upload personal, private or confidential information belonging to others, including but not limited to phone numbers, addresses, banking information, photos or videos taken without the subject’s permission;
(d) you shall not impersonate or misrepresent yourself as another person or entity or otherwise misrepresent your affiliation with a person or entity;
(e) you shall not post or transmit spam, including but not limited to unsolicited or unauthorized advertising, promotional materials or informational announcements; and
(f) you shall not plan or engage in any illegal activity.
4.4 You acknowledge and agree that:
(a) it is not our policy to exercise any editorial control over or to edit or amend any Apps, the Now One Box Services and/or Content before they are used by or transmitted to you;
(b) nothing you do on or in relation to the Apps, Now One Box Services, Content and/or Now One Box, will transfer any intellectual property rights or license you to exercise any intellectual property rights; and
(c) we can vary, replace or withdraw any content, material, applications, services and/or promotions (whether advertised or not); with or without notice and without liability to you.

4.5 When you are using the Now One Box Services at the same time as the NETVIGATOR Broadband service, there may be a reduction in the bandwidth of the NETVIGATOR Broadband service.

5. Disclaimer of Warranties
5.1 All conditions and warranties relating to our supply of or making available the Apps, the Now One Box Services, Content and the Now One Box implied by law, are excluded to the fullest extent permitted by law.

5.2 You expressly agree that your use of, or inability to use, the Apps, the Now One Box Services, Content and the Now One Box, is at your sole risk. The Apps, Now One Box Services, Content and the Now One Box are provided “as is” and “as available” for your use, without warranties of any kind, express or implied, including all implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. We make no representation, promise, warranty, undertaking or guarantee:
(a) as to the quality or continued availability of any particular App, Now One Box Service and/or Content;
(b) that the Apps, Now One Box Services, Content and/or Now One Box will meet your requirements;
(c) that defects in any System Software will be corrected or the System Software will be compatible or work with any software, applications or services;
(d) that your access to and use of any Apps, Now One Box Services and/or Content will be uninterrupted, continuous or error-free, free of viruses, malicious code or other harmful components or otherwise secure; and
(e) that installation or presence of, any App or System Software in the Now One Box, or any Now One Box Services and/or Content, will not affect the availability or usability of other software, applications, content and/or services.

5.3 You acknowledge that you have not relied upon any information or statement to the effect that any particular App, Now One Box Service and/or Content will be made available to you for any fixed period of time.

5.4 You agree that we are not responsible or liable for:
(a) the act, negligence or omission of any third party providers of any Apps, Now One Box Services and/or Content;
(b) your use of or inability to use, any Apps, Now One Box Services and/or Content; and
(c) any transaction or dispute between you and any third party providers of any Apps, Now One Box Services and/or Content.

5.5 To the extent permitted by law, we, our directors, officers, employees, affiliates, agents, contractors, content providers and licensors shall in no event, be liable for any direct, indirect, incidental, punitive, special or consequential damages or losses arising from your use of (or inability to use) the Apps, Now One Box Services, Content and the Now One Box and/or for any claim based in contract, tort, or otherwise related to such use or (inability to use); including but not limited to any errors or omissions in any Apps, Now One Box Services and/or Content, or any loss or damage of any kind incurred as a result of the use of any Apps, Now One Box Services and/or Content, even if advised of their possibility.

6. Indemnity
You agree to indemnify us, our directors, officers, employees, affiliates, agents, contractors, content providers and licensors against any action, liability, cost, claim, loss, damage, proceeding and/or expense suffered or incurred by us and/or them arising from, in connection with or which is related to:
(a) your use, and any other person's use of the Apps, Now One Box Services, Content and/or the Now One Box;
(b) any breach of these Terms of Use by you;
(c) any theft, loss and/or damage caused to the Now One Box provided to you on rental or complimentary basis provided that your maximum liability under this sub-clause (c) is HK$1,000; and
(d) if you rented a Now One Box from us, any installation, de-installation or reconnection of any Now One Box carried out by you or with your knowledge and/or consent.

7. PINS
7.1 You are responsible for properly using any user IDs, PINs and passwords for the Now One Box Services, if any, and must take all necessary steps to make sure that you keep these confidential and secure, use them properly and do not make these available to unauthorised persons.
7.2 Please note that there may be some Now One Box Services and Content which are not suitable for viewing or which must not be viewed or made accessible to minors. In this regard, you should use your best efforts (including through the use of a PIN) to, amongst other things, control access to such Now One Box Services and/or Content. We will not be responsible for any uses of the PIN we provide to you to access the Now One Box Services (including access to, subscribing to and/or viewing of any Content).

8. Termination
8.1 If you breach any provisions of these Terms of Use and/or the Now TV Terms and Conditions, we may at our sole discretion, with or without notice to you, suspend or terminate your use of the Now One Box, Now One Box Services, Content and/or the Apps.

9. Privacy
9.1 We collect, process, disclose, retain or use your Personal Data in accordance with the PCCW Privacy Policy Statement which is published on www.pccw.com/legal/privacy.html.
9.2 If we request Personal Data from you, you may refuse to provide the Personal Data. However, we may decline to provide the Now One Box and/or Now One Box Services to you.
9.3 You will, as soon as possible, tell us of any change of address or any other particulars provided to us which may affect our provision of the Now One Box Services to you.

10. General
10.1 If we make changes to these Terms of Use, we will publish details of all changes online at http://nowtv.now.com/ and these changes shall take effect 30 days after such posting.
10.2 For changes we need to make to meet legal and regulatory requirements, we may not be able to meet the timescale specified in sub-clause 10.1. We will let you know about these changes as soon as we can.
10.3 When we need to contact you, we will use your billing address, e-mail address, mobile or fixed phone number if provided by you to us. If you need to contact us, please use the address on your last bill (if any) or any other postal address, e-mail address or phone number we have given to you for that purpose.
10.4 The notice or communication sent by us shall be treated as received by you: (a) 3 days after posting, if sent by letter; (b) at the time of delivery, if delivered in person; (c) immediately upon faxing if sent by fax and the transmission report indicates that the fax transmission was successful; or (d) immediately upon sending the email, SMS or targeted message (which is sent to your Now TV portal "Message Inbox"), if sent by email, SMS or targeted message respectively.
10.5 These Terms of Use are governed by the laws of Hong Kong and you agree to submit to the exclusive jurisdiction of the Hong Kong courts.
10.6 If any term or condition of these Terms of Use becomes or is declared illegal, invalid or unenforceable for any reason, such term or condition shall be divisible and shall be deemed to be deleted from these Terms of Use.
10.7 If you purchased the Now One Box but do not subscribe to the Now TV services, these Terms of Use constitute the entire agreement between you and us. If you purchased or rented the Now One Box and subscribe to the Now TV services, these Terms of Use shall apply to your use of the Now One Box in addition to the terms and conditions of your Contract for the Now TV services; and together they shall constitute the entire agreement between you and us. In the event of any inconsistency between these Terms of Use and your Contract, these Terms of Use shall prevail to the extent of such inconsistency.
10.8 Our failure to enforce any rights or provisions under these Terms of Use shall not constitute a waiver of such or any other provision.
10.9 We shall not be liable or responsible for any failure to fulfill any of our obligations due to causes beyond our reasonable control.
10.10 We can transfer our rights and obligations under these Terms of Use to any person or entity without your consent. We can also use an agent or subcontractor to perform our responsibilities.

10.11 You agree to provide us with the information relating to you or your use of the Now One Box Services and/or the Now One Box we reasonably require:
(a) to help us in complying with applicable law, regulations and codes of practice; and to report to any governmental or regulatory authority regarding such compliance; and
(b) to assess whether or not you have complied, are complying and will be able to continue to comply with all obligations under these Terms of Use.

10.12 The English version of these Terms of Use shall prevail over its Chinese version (if any) which is provided for reference purposes only.

11. Special meanings
In these Terms of Use:

**Apps** mean the Pre-installed Apps and the Authorized Apps.

**Authorized App** means an application which is made available to you via our app store (when available) for download and installation in the Now One Box.

**Content** means the Now One Box Content and Customer Content.

**Contract** means the contract between you and us in respect of the use of the Now TV services which is made up of: (i) the Now TV Terms and Conditions (as amended by us from time to time), (ii) the Now TV Service Guide, (iii) your application for the Now TV services and (iv) the Now TV Services Menus.

**Customer Content** means any data, information, images, graphics, video and/or audio content, applications, downloadable files or other multimedia content which you access by connecting a compatible USB drive or hard disk drive to the Now One Box and using the Media Manager application in the Now One Box to view such content.

**Hong Kong** means the Hong Kong Special Administrative Region of the People’s Republic of China.

**Now One Box** includes without limitation the Now One Box, remote control handset, power supply unit and/or cable supplied by us for use of the Now One Box.

**Now One Box Content** means any data, information, images, graphics, video and/or audio content, applications, downloadable files or other multimedia content that can be accessed using the Now One Box Services, excluding the Customer Content.

**Now One Box Services** means all services which you may access through the Now One Box including without limitation the services accessed through the Apps; but excluding the Now TV services.

**Now TV services** means the television programme services and other services you are authorized to access from time to time on our television service, Now TV.

**Personal Data** has the same meaning given to it in the Personal Data (Privacy) Ordinance (Chapter 486, the Laws of Hong Kong).

**PIN** means a personal identification number issued by us to you for your access to the Now One Box Services.

**Pre-installed App** means an application that has been downloaded and installed by us in the Now One Box before your rental or purchase of the Now One Box.

**Premises** mean the place where the Now One Box is installed and used from time to time.

**System Software** means the media platforms, software, programs and/or applications in the Now One Box which are required for the provision of the Now One Box Services, which have been preloaded and preinstalled by us or on our behalf, in the Now One Box.

**We or us** mean PCCW Media Limited.

**You** means the customer who purchases or rents the Now One Box.