



**FATSTONE.TV**

## **GENERAL**

- 1.1** These general terms of use ("Terms of Use") apply generally to the use of all of Fatstone's services on any platform available (the "Service"). Our Service is diverse, so additional service specific terms ("**Service Specific Terms of Use**") may apply, provided that you are notified about them prior to using the particular service.
- 1.2** The Service is provided by Phønix Media AS, Rådhusgata 23, 0158 Oslo, Norway, organisational number 915 093 396 ("**Fatstone**"/"**we**"). Fatstone may engage or otherwise cooperate with affiliates, suppliers, partners and other third parties in connection with the Service, and, where applicable, the reference to Fatstone shall also be understood as a reference to such third parties.
- 1.3** By using the Service you agree to these Terms of Use, and Service Specific Terms of Use and our Privacy Policy. Please read them carefully.

## **2. FATSTONE'S SERVICE**

- 2.1** Fatstone's Service consists of digital products and services distributed over the Internet to individual consumers for private use accessible at fatstone.tv (the "**Website**"). In addition to the general content of our Website, which may be freely accessed, Fatstone's Service may consist of a payable service for streaming of Fatstone TV (the "**Payable Service**"). To access the Payable Service, you are required to sign up for a monthly subscription. The applicable subscription prices are available on the Website. The Payable Service is available from Norway, Sweden, Denmark and Finland.
- 2.2** Parts of the Service may display content which is not Fatstone's, including User Content. Such content is the sole responsibility of the person or entity that has made it available.

## **3. YOUR USE OF THE SERVICE**

- 3.1** To use the Service you may need to create a personal Fatstone account to be registered in accordance with the instructions on our Website. You are responsible for providing and maintaining accurate personal information, and for safeguarding your account information. We encourage you to use strong passwords (passwords that use a combination of upper and lower case letters and numbers) to protect the privacy of your account. You may not select or use an identity of another person with the intent to impersonate that person. You must use a valid e-mail address, and Fatstone reserves the right to verify this at any time. You are not allowed to have more than one account per e-mail

address. Fatstone will not be liable for any loss or damage arising from your failure to comply with the above requirements.

**3.2** Your use of the Service requires that you to have hardware, software and an Internet connection fulfilling certain recommended requirements, as may be specified on the Website. If the recommended requirements are not met, you may potentially still use the Service, but normally with a lower quality or performance. Such reduced quality or performance will not give you the right to claim any compensation from Fatstone.

**3.3** The Service may be used solely for purposes permitted by (i) the Terms of Use, (ii) any applicable law or generally accepted practices or guidelines in the relevant jurisdiction. You may not reproduce, publicly perform, distribute or otherwise use the Service for any public or commercial purpose.

**3.4** Your account is strictly personal and shall not be used by any other person without your supervision. You are not permitted to assign your account to any other person. In any event, you remain responsible for the use of the Service through your personal account.

**3.5** You must be at least 15 years old to use Fatstone's Payable Service, and you warrant that you are at least 15 years old by subscribing to our Payable Service.

#### **4. PRIVACY AND PERSONAL DATA**

**4.1** In connection with our provision of the Service, Fatstone will collect and process personal data about you and your use of the Service. Fatstone's processing of your personal data will be in compliance with applicable laws and our Privacy Policy, available on our Website. By using our Service, you agree that Fatstone can use your personal data in accordance with the Privacy Policy.

#### **5. COMMUNICATION**

**5.1** Fatstone may send you relevant information about the Service, such as service announcements and administrative messages, by SMS, e-mail or other means of electronic communication, by posting a notice on the Website, or through any other relevant communication channels.

**5.2** Fatstone may send you promotional information by SMS, e-mail or other means of electronic communication if you have provided your consent to receiving such communications. You are free to opt out from receiving commercial communications at any point. When using the Service, you may be exposed to commercial messages and advertisements.

#### **6. USER CONTENT AND SUBMISSIONS**

**6.1** Our Service may allow you to submit, post or display content, such as information, data, text, software, music, sound, photographs, graphics, videos, advertisements, messages or other materials ("**User Content**"). You are solely responsible for such content. Fatstone acts as a mere conduit and has no obligation to screen or monitor User Content. However, Fatstone may review and remove any User Content that, in its sole judgment, violates the Terms of Use, applicable laws, or generally accepted practices or guidelines in the relevant jurisdiction.

**6.2** All rights subsisting in User Content uploaded by you will remain the exclusive property of you or your licensors. By uploading User Content to the Website, you

grant Fatstone a non-exclusive, royalty-free, perpetual, transferrable, sub-licensable, irrevocable and worldwide license to use, reproduce, store, modify, distribute, publish and create derivative works of such User Content for any purpose, commercial or otherwise. For the avoidance of doubt; Fatstone shall have the right to use User Content on its TV channel as available on any platform.

**6.3** You represent and warrant that you own any User Content uploaded by you or that you are otherwise entitled to upload such User Content and to grant Fatstone the license as set out above. For the avoidance of doubt, this entails that you are responsible for the clearance of any rights subsisting in the User Content, including, without limitation, rights subsisting in music used and privacy rights. You agree to indemnify and hold Fatstone harmless from any third party claims, including, without limitation, claims with respect to infringements of third party intellectual property rights.

**6.4** Prohibited user content under these Terms of Use, includes, without limitation, content which:

- is offensive, such as User Content which engages in, endorses or promotes racism, discrimination or hatred against any group or individual;
- promotes or endorses illegal activities;
- promotes or endorses an illegal or unauthorised copy of another person's copyrighted work;
- displays or links to pornographic, sexually explicit or any other indecent material;
- violates the rights of or harms or threatens the safety of other users of the Website.

## **7. INTELLECTUAL PROPERTY RIGHTS**

**7.1** All rights subsisting in the Service (excluding User Content) shall remain the property of Fatstone.

**7.2** Except for the limited, personal, non-exclusive, non-transferrable and revocable license granted to you for the sole purpose of your use of the Service in compliance with the Terms of Use, you are not granted any ownership of or license to any intellectual property rights in our Service or in the content that you access through the Service.

**7.3** The trademarks, logos, domain names and any other similar signs or symbols which are displayed on the Website or as part of the Service are the registered and unregistered marks of Fatstone. Nothing in the Terms of Use grants you the right to use any such marks.

## **8. SUPPORT**

**8.1** In case you have any questions regarding the Service, you are always welcome to contact Fatstone at [info@fatstone.com](mailto:info@fatstone.com). Most questions will be answered within 24 hours.

## **9. WARRANTIES AND DISCLAIMERS**

**9.1** Fatstone warrants that it will perform in a professional manner in accordance with prevailing industry standards and make its best efforts to keep the Service

operational. However, Fatstone will from time to time have to carry out updates and maintenance of the Service, due to technical, security or operational reasons, during which time the Service might be unavailable. Fatstone will make reasonable efforts to arrange updates and maintenance outside of peak usage hours.

**9.2** The Service is provided "as is". You acknowledge that the Service is not error-free. Fatstone makes no warranties, expressed or implied, with respect to the availability, merchantability, fitness for a particular purpose, non-infringement, accuracy, completeness, performance and quality of the Service.

**9.3** The Website and the Service may contain links to third party websites. These links are provided solely as a convenience to you and not as an endorsement by Fatstone of the contents of such third party websites. Fatstone excludes any responsibility for the content of linked third party websites. You should carefully review the terms of use and privacy statements of all websites that you visit.

## **10. LIABILITY**

**10.1** To the extent permitted by applicable law, Fatstone shall not be liable for any damages, whether arising under law, contract, warranty, indemnification, tort or otherwise, including, without limitation, incidental and consequential damages, loss of profits or business opportunities, or damages resulting from loss of data or loss of access to the Service. In any event, Fatstone's total liability shall not exceed the amount paid by you for the Service during the last 12 months prior to the incident that causes the liability.

## **11. FORCE MAJEURE**

**11.1** Force Majeure means any circumstances beyond the reasonable control of either party, including, without limitation, fire, explosion, strikes or other labour disputes, riots or other civil disturbances, voluntary or involuntary compliance with any law, order regulation, recommendation or request of any governmental authority, and errors or downtime in networks, power supply, gateway or similar failures of communication. Neither party will have any liability, other than for the payment of money owing, for their failure to perform any of their contractual obligations arising out of or in connection with events of force majeure.

## **12. TERM AND TERMINATION**

**12.1** You may stop accessing our Website and delete any personal account at any point if you so wish.

**12.2** For the Payable Service, your monthly subscription will be automatically renewed for terms of one month, unless terminated by you with one months' written notice.

### **12.2.1**

**12.3** Fatstone may stop providing the Service to you or introduce limits to the Service, in which event you will receive compensation in accordance with section 13.1. If you act in breach of the Terms of Use or applicable laws, your right to use the Service and access its content will immediately, without notice, be terminated without refund of any fees.

## **13. CHANGES**

**13.1** Our Service is subject to developments and improvements, which entails that we may add or remove functionalities, feature and content, and we may suspend or stop parts of the Service. You acknowledge that the content or features available when you order the Service may not be available at a later stage. For (parts of) the Payable Service that you have already purchased, we will notify you at least 10 days prior to any material changes. If you have prepaid parts of the Payable Service which are subject to material changes, we will refund any prepaid amount for the remaining prepaid period or provide a proportionate compensation for any reduced functionality.

**13.2** These Terms of Use may be subject to updates, which will be published on the Website. Material changes will be notified more prominently. The amendments will enter into force when published on the Website or otherwise communicated to you in an appropriate manner. Your continued use of the Service after such publication or notification is considered as an acceptance of the amended Terms of Use. We encourage you to check the Website regularly. If you not agree to the amendments, you should discontinue your use of the Service.

#### **14. LANGUAGE VERSIONS**

**14.1** Any translations of the Terms of Use from English into another language are made solely for your convenience. In the event of discrepancies between different language versions, the English version shall prevail.

#### **15. CHOICE OF LAW AND DISPUTE RESOLUTION**

**15.1** The Terms of Use shall be governed by and interpreted in accordance with Norwegian law. Any dispute or claim arising out of or in connection with the Terms of Use shall be subject to the jurisdiction of the Norwegian courts, with Oslo District Court as the legal venue.

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These Terms of Use were last updated 8 August 2017.