

ZYBRE

TV Products and Services
Terms and Conditions

Your ZYBRE NVIDIA SHIELD TV Pro Box(es) & TV Service Terms & Conditions

This booklet contains the terms and conditions for ZYBRE customers who take NVIDIA SHIELD TV Pro Box(es).

Please take a few minutes to read this booklet which includes the terms on which we will loan you **loaned equipment** and your contracts for the supply and installation of your **ZYBRE equipment** and the supply and use of **TV services**. A summary of the most important terms is contained at the beginning of this booklet.

You agree to the terms and conditions of the relevant contract or agreement set out in this contract booklet (including any changes to the price, terms or services made in accordance with the terms and conditions) when performance of that contract or agreement begins. This means:

- You agree that the terms and conditions of ‘[The agreement for the loan of NVIDIA SHIELD TV Pro Box\(es\)](#)’ apply to an item of **loaned equipment** when you take possession of it;
- If you do not require installation services, you agree to the terms and conditions of ‘[Your contract for UK residential ZYBRE services](#)’ when you use your chosen **TV services**.

In this booklet, “we” “our” and “us” are references to **ZYBRE**. Where your contract or agreement is with ZYBRE, we provide services including the provision of equipment (including **loaned equipment**), in-home services, billing and customer support.

Words and phrases written **in bold** have a special meaning which is explained in the section ‘[Terms with a special meaning in this booklet](#)’ below or where the word or phrase is used. In each paragraph only the first use of a word or phrase with a special meaning is in bold. Subsequent uses in the same paragraph have the same meaning unless otherwise stated.

This booklet includes:

1. A summary of the most important information about your contracts, such as
 - (a) Who can subscribe to ZYBRE’s services
 - (b) Equipment (including NVIDIA SHIELD TV Pro Box(es)) that is loaned to you and not owned by you
 - (c) What subscriptions we offer and how they may change
 - (d) The minimum term for your ZYBRE subscription package
 - (e) How prices may increase and the terms of your contracts may change
 - (f) How you’ll be billed
2. Use of your information
3. The agreement for the loan of NVIDIA SHIELD TV Pro Box(es)
4. Your contract for UK residential TV services, including
 - (a) Supply and installation of NVIDIA SHIELD TV Pro Box(es)
 - (b) TV subscription services
 - (c) TV services with one-off or recurring charges
 - (d) TV extra services (including On Demand)
 - (f) Payments

- (g) How your TV services may change
- (h) How long your subscriptions last
- (i) Notices and keeping you updated
- Your contract for paper billing (if applicable)
- Terms with a special meaning in this booklet
- Your rights to cancel your order

Important information about your contracts

Who can subscribe to ZYBRE services

- You can subscribe if you are 18 or over and the services will be used at your home in the **UK** (including the Isle of Man and Channel Islands). If you move or change your contact details you must tell us.
- You are responsible for all activity on your account by other members of your household and anyone who uses the **NVIDIA SHIELD TV Pro Box(es)** or **TV services** while in your possession or control.
- You may not be accepted as a subscriber to a **TV service** in the future if you owe us any money or your credit or fraud score is unsatisfactory. We can administer your account as we believe reasonable depending on the result of that or any future scoring, which may include applying different payment terms to your account. We may use information from, or supply information to, outside agencies for credit assessment and/or fraud prevention purposes.

Ownership of equipment

- **NVIDIA SHIELD TV Pro Box(es)** are **loaned equipment** supplied to you at no cost and remain the property of ZYBRE (or another ZYBRE group company) at all times.
- You must not dispose of **loaned equipment** and we recommend you insure it against loss, theft or damage for the full replacement value.
- You must return or allow us to collect **loaned equipment** when reasonably requested to do so. This is the case even if it is being used by you to receive third party retailed content and you are responsible for managing any subscriptions with third parties.
- If you fail to return the **loaned equipment** you will have to pay a **non-return charge**. For more information about these charges go to zybre.co.uk/nonreturncharge.
- Payment of the **non-return charge** does not transfer ownership of **loaned equipment** to you and you are still required to return the loaned equipment to us following our reasonable request.
- If your ZYBRE services end or are restricted we may disable the relevant **loaned equipment** to stop it from working. When we do this to a **NVIDIA SHIELD TV Pro Box(es)** you won't be able to receive any content including free-to-air channels or other third-party content and services.
- If we have requested that you return **loaned equipment** to us and you have failed to do so we may take legal action to recover it from you.

Our TV services and how they may change

- The **ZYBRE subscription**:
 - Your **subscription** may include a variety of **channels** and **on demand content** which are broadcast or made available by various broadcaster. Although we aim to provide channels and on demand content that covers a wide range of interests, we cannot guarantee the availability of any particular channel or programme.
- Extra content and services:
 - **Bonus channels** and **TV extra services** are provided at ZYBRE's discretion and eligibility may change from time to time.
 - Some **TV extra services** (such as Netflix) are provided by third parties. The availability of these services is outside of our control and we are not responsible for them.
- How your TV services may change:
 - During a **minimum term** you have **minimum service protections**.
 - **TV services** are variable so may change from time to time. We cannot guarantee the continued availability of any particular **channel** or programme.
 - If we remove your chosen **subscription pack**, we will move you to the nearest equivalent **option** and keep you on your old price if it is lower (subject to our general right to increase prices explained below).
 - If we change any **bonus channels** or **TV extra services** you are not paying for into a channel or service which you have to pay extra to receive, we'll give you reasonable notice of what charge will apply if you wish to carry on receiving it.
 - For full details see '[Your contract for UK residential TV services](#)' condition 8 ([How your TV services may change](#)).
- Other important points:
 - Your contracts do not cover channels or programmes which are not provided by ZYBRE as part of our **TV services**, for example non-subscription channels, third party subscription channels or any other services which are provided to you directly by the relevant broadcaster.
 - Under no circumstances should you give access to the **NVIDIA SHIELD TV Pro Box(es)** to anyone else unless you are happy to pay any charges they incur.
 - Some features of the **ZYBRE subscription** and use of **extra services** may count towards any usage limits that apply to your internet service and some services may be unavailable with internet services below certain speeds.
 - In addition to the relevant subscription(s), a compatible television is required to watch programming in particular formats such as high definition, high dynamic range or 3D.

- We continually review **compatible device** support and as new devices and operating systems appear, we may stop supporting some older versions. This means that to continue to watch **device content** on your compatible device you may need to update the software on your device from time to time.

How long subscriptions last

- For information about cooling off rights see [‘Your rights to cancel your order’](#) at the back of this booklet.
- Your **ZYBRE subscription package** has a **minimum term** (usually 24 months) and you cannot cancel your subscription during the minimum term unless you have a contractual right to do so. If we end the subscription early in circumstances where you have breached your contract or are at fault (as explained further in condition 10.7) you will have to pay an **early termination charge**. Where you have a contractual right to end the subscription early you won’t have to pay an early termination charge. For more information about these charges go to zybre.co.uk/earlytermination.
- You may be able to reduce the amount of these **early termination charges** by changing your **option** and/or removing any **TV service** you pay extra for, such as **add-ons** or **stand-alone premium channels**, in accordance with these **conditions** provided such change takes effect before this contract ends.
- If you add a **TV subscription service** to your **ZYBRE subscription package** you must agree a **new minimum term** for the additional TV subscription package you have chosen and you may need to agree a new minimum term for your ZYBRE subscription package.
- You may also end this contract or a **TV service** (including during the **minimum term** for your **ZYBRE subscription package**) if we break any **condition** of this contract.
- Please see [‘Your contract for UK residential TV services’](#) condition 10 ([How long your subscriptions last](#)) for full details about when your subscriptions may be ended without charge.

How prices may increase

- We may increase the price of any of your **TV subscription services** by giving you at least 31 days’ notice in writing where possible. This includes during the **minimum term** subject to **price protection**.
- Please see [‘Your contract for UK residential TV services’](#) condition 7 ([Payments](#)) for full details.
- Where you have received for no charge or paid an upfront fee for 24 months of **PVR functionality** if available, we will continue to enable the service at no extra cost after the 24-month period ends.
- If we introduce a further charge later for **PVR functionality** we will tell you what it is by giving you at least 31 days’ notice in writing.
- If you are not the bill payer you must tell the payer of any price increase notice we send you.

How you’ll be billed

- We will post your bill electronically to the online customer account on zybre.co.uk, or if you have chosen to receive a paper bill, to your **address**, a reasonable time before payment is due (usually 14 days).
- A separate charge and separate terms and conditions apply if you choose to receive a paper bill. Details can be found in the section of this booklet [‘Your contract for paper billing’](#).
- One-off charges you owe us (including **early termination charges** and the **non-return charge**) will be charged directly to any credit or debit card which you have provided us with details of. We will give you reasonable notice before making the charge. Please tell us if you don’t want us to use these card details for this purpose.

How the terms of your contract may change

- We may change the terms of your contracts with us.
- Unless we are unable to do so for legal or regulatory reasons, we will give you 31 days' notice in writing of any change.
- Please see 'Your contract for UK residential TV services' condition 10.4 (When you can end a TV service) for details about when your subscriptions may be ended without charge if we make such changes.

How special offers affect your contract(s)

- If you take up a special offer, the terms and conditions of the relevant products and services will be varied to take account of the offer terms and conditions.

How to get in touch with ZYBRE

- Online, you can speak to us using one of our online messaging options by visiting the 'My ZYBRE' section of zybre.co.uk.
- You can call us on **0330 320 2062**. Calls to and from ZYBRE may be recorded or monitored for training and other purposes.
- You can write to us at **ZYBRE, 20-22 Wenlock Road, London, N1 7GU**.
- We are committed to providing you with the best possible products and services, but we understand that sometimes things do go wrong. If you have a complaint, please get in touch with us straight away using the details above (please mark any letter you send us for the attention of 'Customer Complaints').
- 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 zybre.co.uk/complaints.
- Alternative dispute resolution services for ZYBRE customers are provided by the Ombudsman Services ADR scheme whose website is <http://www.ombudsman-services.org>.

Use of your information

Please refer to the ZYBRE Privacy and Cookies Notice (available at zybre.co.uk/privacyandcookies) for information about the use of your personal information by ZYBRE Limited and its group companies. You can request a paper copy of the notice by calling us.

The agreement for the loan of NVIDIA SHIELD TV Pro Box(es)

This agreement is with ZYBRE Limited (ZYBRE).

1. **NVIDIA SHIELD TV Pro Box(es)** and any other equipment we designate as ZYBRE-owned will remain the property of ZYBRE or another company in the ZYBRE group of companies at all times (unless agreed otherwise) and are loaned to you. Each item of equipment loaned to you from time to time is “**loaned equipment**”. Loaned equipment must not be taken outside the **UK** unless we tell you otherwise.
2. You are responsible for keeping **loaned equipment** in good condition and using it properly. Whilst ZYBRE or another company in the ZYBRE group of companies remains the owner, you agree to:
 - (a) Not misuse, neglect or damage the loaned equipment;
 - (b) Not tamper with or disassemble the loaned equipment or remove or obscure any labels or markings on the loaned equipment;
 - (c) Follow our reasonable instructions regarding the location and placement of loaned equipment;
 - (d) Allow us to make alternations to or replace the loaned equipment if reasonably required. ZYBRE may need reasonable access to your home to do this or we may need you to follow our reasonable instructions;
 - (e) Keep the loaned equipment in your home and under your control (for example, you may not sell or lend it to anyone or use it as security for a loan);
 - (f) Not dispose of the loaned equipment unless expressly authorised to do so by ZYBRE;
 - (g) Take proper care at all times to prevent the loss or theft of the loaned equipment (we recommend you insure loaned equipment against loss, theft or damage for the full replacement value); and
 - (h) Allow us, NVIDIA or Google to update the software in the loaned equipment by sending signals to it. You must not tamper with the software in the loaned equipment or allow anyone else to do so.
3. We or another company in the ZYBRE group of companies will repair or replace the **loaned equipment** at no cost to you if it becomes faulty unless:
 - (a) You are responsible for the fault in which case charges for engineer servicing may apply; or
 - (b) We have requested that you return the loaned equipment to us and you have not done so in time.

You will be responsible for faults to loaned equipment caused by:

- (a) Misuse or neglect of, or accidental or deliberate damage to the loaned equipment;
 - (b) Your failure to follow our reasonable instructions regarding the loaned equipment;
 - (c) Equipment which you own which has not been supplied by us;
 - (d) Tampering or disassembling the loaned equipment without our consent; and/or
 - (e) You doing anything else which is likely to cause damage to the loaned equipment, unless this is done at our request or on our instruction.
4. You or ZYBRE can give notice at any time requiring **loaned equipment** to be returned to ZYBRE or another company in the ZYBRE group of companies. We will only give notice where it is reasonable to do so and only where either (a) the loaned equipment is no longer enabled to receive a paid subscription service from

ZYBRE (for example we'll notify you that **NVIDIA SHIELD TV Pro Box(es)** need to be returned if 'Your contract for UK residential TV services' ends); or (b) we are replacing the loaned equipment with other loaned equipment that offers similar or better functionality. Returns information including details of the loaned equipment to be returned (or collected by us at our discretion) and packaging and a pre-paid returns label (where applicable) will be included with our notice or will be sent to you after receipt by us of your notice (or after we have verified your account under condition 14 if required). You must return loaned equipment or allow us to collect it even if it is being used by you to receive third party retailed content. We will not notify third parties on your behalf and you are responsible for managing any subscriptions with third parties. The return of loaned equipment does not affect either party's rights or obligations under any other contracts between the parties.

5. If you fail to return the **loaned equipment** within the time specified by ZYBRE (which shall be at least 30 days after we send you the returns information in condition 4) you will have breached these terms. In this case we will charge you a sum equivalent to the value of the loaned equipment at the date it should have been returned assuming the loaned equipment was kept in good condition and used properly as required under condition 2 above (the "**non-return charge**"). We may add the non-return charge to your ZYBRE bill or, unless you tell us otherwise, charge it directly to any of the credit or debit cards which you have provided us with details of. We will give you reasonable notice before making the charge. For more information about these charges go to zybre.co.uk/nonreturncharge.
6. Payment of the **non-return charge** does not transfer ownership of **loaned equipment** to you and you must still return the loaned equipment to us. If you return the loaned equipment within 12-months of being required to do so we will credit you the non-return charge paid less a reasonable deduction if the equipment was not kept in good condition and used properly and in accordance with condition 2 above, as well as administration costs.
7. If **loaned equipment** is lost or stolen you must tell us immediately and you will need to pay the **non-return charge**. Once you have paid the non-return charge, we will replace the lost or stolen equipment.
8. We may disable **loaned equipment** to stop it from working:
 - (a) when the ZYBRE services it is used to receive end in accordance with the terms of the relevant contract;
 - (b) any time from 7 days after we exercise any right, we have to restrict the ZYBRE services it is used to receive, in which case it will remain disabled until the restriction is removed; or
 - (c) if we have requested that you return loaned equipment to us and you have failed to do so in breach of these **conditions**, in which case we may also take legal action to recover loaned equipment from you.

Any **NVIDIA SHIELD TV Pro Box(es)** that have been disabled will not be able to receive any content (including free-to-air or third-party channels or apps) or perform any functions (including playback of recordings from free-to-air or third-party channels, downloading and streaming). You must still pay us the **non-return charge** (if due) after loaned equipment has been disabled.

9. We may change or add to the **conditions** of this agreement for any of the following reasons:
 - (a) Our products and services are variable in nature (this means they may be changed, altered, improved or added to at ZYBRE's discretion as this ensured we respond to customer needs and remain competitive);
 - (b) We intend to change the way we structure our products and services;

- (c) We change the way we provide products and services to you (for example, we develop new technology to provide you with a better TV viewing experience);
 - (d) To help improve the security and operation of our technical infrastructure (for example, to prevent misuse of our platform);
 - (e) We reorganise the way we structure or run our business;
 - (f) Valid legal or regulatory reasons; or
 - (g) To make our conditions 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 conditions.
10. We supply **loaned equipment** on an ongoing basis and we cannot foresee what may change in the future. This means we may make changes or additions to any of the conditions for reasons other than those set out in condition 9 above.
11. We will notify you in writing at least 31 days before any changes or additions to the conditions of this agreement come into effect unless we are required to make changes or additions immediately for valid legal or regulatory reasons in which case, we will try to give you as much reasonable notice as possible. If you object to any change we are going to make you should exercise your rights under condition 4 above.
12. This agreement will terminate automatically when all **loaned equipment** you received from ZYBRE has been returned to ZYBRE or another company in the ZYBRE group of companies and any credits due to you from ZYBRE under condition 6 above have been paid or, if earlier, six years from the date we are entitled to disable loaned equipment under condition 8 above.
13. None of ZYBRE will be liable under this agreement for:
- (a) The act of requesting the return of **loaned equipment**, disabling loaned equipment or taking legal action to recover loaned equipment from you (unless we do so in breach of this agreement);
 - (b) Any delay or failure by us to supply, repair or replace loaned equipment caused by events outside ZYBRE's reasonable control. Matters outside our or their reasonable control include (but are not limited to) severe weather conditions, epidemic, civil disorder, terrorist activity, war, and government action;
 - (c) Any loss or damage caused by them or any of their respective officers, employees or agents in circumstances where:
 - (i) There is no breach of a legal obligation or legal duty of care owed to you by them (as the case may be) or by any of their respective employees or agents; or
 - (ii) Such loss or damage was not contemplated by both you and us at the time we entered into this agreement.
 - (d) Any loss or damage caused by them or any of their respective employees or agents to the extent that such loss or damage results from any breach by you of these conditions, unless they or their employees or agents were in breach of a legal obligation or duty of care owed by them and that breach is the most significant cause of the loss or damage.

This condition 13 shall not affect any liability we may have to you for death or personal injury as a result of **ZYBRE's**, negligence, or for their fraud or fraudulent misrepresentation.

14. Where we are required under this agreement to give you notice, we will give you this notice by letter, email or SMS, via a message within our online customer account on zybre.co.uk, (we'll alert you by email, SMS or

another appropriate method if a notice has been added) or on your monthly bill. Any notice you give us under this agreement must be given by phone (0330 320 2062) or by using one of our online messaging options on zybre.co.uk. Notice given by these means will be processed immediately. You can also write to us (ZYBRE Limited, 20-22 Wenlock Road, London, N1 7GU) or e-mail us at help@zybre.co.uk. Notice given by these means will not be effective until we have spoken to you and verified your account (and once verified the notice will be effective from the date the original notice was given).

15. **ZYBRE** can transfer their rights and/or obligations under this agreement to any member of the ZYBRE group of companies or any other company, firm or person either as a variation to this agreement or as a new agreement provided in either case this does not affect your rights under this agreement in a negative way. Where a new agreement will be entered into this will become effective 31 days after we notify you in writing of the transfer.
16. This agreement is governed by English law unless you live in Scotland or Northern Ireland, in which case it will be governed by Scots law or Northern Ireland law (as applicable). Any disputes under this agreement shall be dealt with by the courts of the country whose law governs this agreement, unless you live in Northern Ireland or Scotland in which case you can choose to bring a dispute before the courts in your country or the English courts instead.

Your contract for UK residential TV services

To enter this contract, you must be 18 years or over.

1. Who is your contract with?

- 1.1. This contract is between you and **ZYBRE**.
- 1.2. ZYBRE may appoint an approved ZYBRE homes agent or an approved local retailer as its agent for the supply and installation.

2. What is covered by this contract?

- 2.1. The following is covered by this contract:
 - (a) **NVIDIA SHIELD TV Pro Box(es)** connectivity;
 - (b) The supply and use of **TV services**.
- 2.2. This contract does not cover:
 - (a) The terms of the loan of **NVIDIA SHIELD TV Pro Box(es)**;
 - (b) 'Your contract for paper billing' (if applicable);
 - (c) Other services available when using the ZYBRE software application on your **compatible devices** which are not expressly referred to in this contract. Terms and conditions for these other services are made available before you download the software application.

3. TV services

- 3.1. We will provide each of the **TV services** you have chosen to receive at your **address**.
- 3.2. Each of your **TV services** are separate and variable and may change from time to time as described in condition 8 below.
- 3.3. You agree to use your **TV services** for your household's own private domestic enjoyment and not for any commercial or business purpose.
- 3.4. You agree to use your **TV Services** in accordance with this contract and that you will be responsible for all activity on your account by other members of your household and anyone who uses the **NVIDIA SHIELD TV Pro Box(es)** or TV services while in your possession or control.
- 3.5. To make the most from the **NVIDIA SHIELD TV Pro Box(es)** and **TV Services** we recommend that the NVIDIA SHIELD TV Pro Box(es) is connected to your broadband router and the NVIDIA SHIELD TV Pro Box(es) is left in standby mode when not in use.
- 3.6. We may make **on demand content** available to you via a **NVIDIA SHIELD TV Pro Box(es)**. The on demand content you can receive will depend on your chosen option, and the type of NVIDIA SHIELD TV Pro Box(es) you have.
- 3.7. There may be time limits on how long you can keep and playback on demand content stored on the **NVIDIA SHIELD TV Pro Box(es)**. Details of these time limits may be provided when you select the **on demand content**.
- 3.8. We may supply viewing recommendations, newsletters and/or magazines with information about your **TV services** in paper or electronic format from time to time as part of your TV services. If we do, you can elect

not to receive newsletters and/or magazines at any time by contacting ZYBRE. We can stop providing these at any time without notice or introduce a charge for the magazine in which case we will tell you what charge will apply and ask you if you wish to continue to receive it.

- 3.9. We may require you to reimburse us for any reasonable and foreseeable losses, costs and expenses which we incur as a direct result of any misuse of **ZYBRE equipment** or a **TV service** by you or anyone you have allowed to use them in breach of these **conditions** or any other agreement between you and us relating to such ZYBRE equipment or TV services.

4. TV subscription services

- 4.1. You may not be accepted as a subscriber to a **TV subscription service** if you owe us any money or your credit or fraud score is unsatisfactory.

Your ZYBRE channel subscription

- 4.2. We may supply **bonus channels** that you will not have to pay extra for.
- 4.3. Some **channels** you receive may be provided by other broadcasters. The availability of these channels and the programmes on them is outside of our control and we are not responsible for them.

5. TV extra services

- 5.1. We may make **TV extra services** available to you from time to time.
- 5.2. Each **TV extra service** is separate and variable and may change from time to time. For full details of these services and what you need to access the content, please see zybre.co.uk which you should check regularly for up-to-date information.
- 5.3. Some **TV extra services** are only available if the **NVIDIA SHIELD TV Pro Box(es)** and any other **compatible device** you are using to receive the services are connected to the internet and you have a suitable in-home set-up (e.g. to enable the NVIDIA SHIELD TV Pro Box(es) and compatible device to communicate with one another). Use of these TV extra services will normally count towards any usage limits that apply to your residential broadband service and may be impacted by the speed of your connection. Some TV extra services may be unavailable (in whole or in part) with connections below certain speeds. If your residential broadband service is provided by a third party, we are not responsible for it and you should contact your provider if you experience problems with it.
- 5.4. If a charge applies to access or use any part of a **TV extra service** you will be told in advance of the applicable charge and of any additional terms and conditions which apply.
- 5.5. **TV extra services** supplied to you may differ from those supplied to other ZYBRE customers and may vary between **NVIDIA SHIELD TV Pro Box(es)** and **ZYBRE subscription packages**.
- 5.6. We may alter, suspend or stop making **TV extra services** available to you to update the service, for technical reasons, if you have missed any payments, you owe us or your credit or fraud score is unsatisfactory, or if you have broken these conditions or the terms and conditions of another service provided to you by ZYBRE, or for any of the reasons listed in condition 9.1(a)-(h).
- 5.7. We provide **TV extra services** on an ongoing basis and we cannot foresee what may change in the future. This means we may need to alter, suspend or stop making TV extra services available to you for reasons other than those referred to in condition 5.6 above.
- 5.8. Where the **TV extra service** is one you pay a specific price for, we will give you reasonable notice before we stop making TV extra services available to you (unless we need to do this immediately for technical reasons

or for valid legal or regulatory reasons). We will refund to you the price you have paid for a TV extra service which you cannot use, or a pro-rated part of the price if you are unable to use the TV extra service for part of a period that you have paid for.

- 5.9. Some **TV extra services** may be provided by third parties. The availability of these services is outside of our control and we are not responsible for them.
- 5.10. If you post, upload or stream your own materials (e.g. photos) using a **TV extra service** you:
 - (a) Give ZYBRE permission to use or display the materials within that TV extra service;
 - (b) Must not post, upload or stream any material that is illegal or harmful or infringes on any rights of ZYBRE or others.

6. Copying and copyright

- 6.1. You must not do (or allow to be done) any of the following:
 - (a) Copy (except as permitted under the Copyright Designs and Patents Act 1988, as amended from time to time ("**Act**")), redistribute or relay any part of the content we provide to you as part of your **TV services** ("**content**") or otherwise deal with the content in way which is not permitted under the Act. The exceptions in the Act are limited and you must make sure that you are legally entitled to rely on one of them;
 - (b) Sell or make any charge for watching any content;
 - (c) Show any content to the public, even if no charge is made;
 - (d) Tamper with or modify the signal of any content made available on the ZYBRE NVIDIA SHIELD TV Pro Box(es); or
 - (e) Alter, cover, modify or remove any graphics, logos or other on-screen text or images appearing on any broadcast, download or stream of content.
- 6.2. We may disable or alter remotely certain functions of the **ZYBRE NVIDIA SHIELD TV Pro Box(es)** or the ZYBRE software application on your **compatible device** so as to prevent you from copying content and we may prevent you receiving **TV services** if the ZYBRE NVIDIA SHIELD TV Pro Box(es) allows copying of any content which we are bound by contract to prevent. If we exercise our rights under this condition 6.2 you may have rights to end this contract under condition 10.4.

7. Payments

Your payments

- 7.1. You must have paid in full in advance any upfront payment we agree to set you up as a ZYBRE customer including for any **standard installation** and/or any one-off charges for **PVR functionality**. Any charges for non-standard installation must be paid before the engineer begins installation.
- 7.2. You agree to pay the price we have told you for each **TV subscription service** you choose to subscribe to from the date your main **ZYBRE NVIDIA SHIELD TV Pro Box(es)** is enabled for that TV subscription service.
- 7.3. You agree to pay the price (if any) notified to you in advance for any **TV extra services** you choose to use.
- 7.4. If we have agreed a special price with you, for example as part of an offer, you will pay that agreed price and this contract will be varied accordingly. If you cease to meet the requirements for a special price (e.g. you stop taking a certain **option**) you will be charged the standard price even if you subsequently meet those requirements again.

How your subscription payment may increase

- 7.5. We may increase the price of any of your **TV subscription services** at any time by giving you at least 31 days' notice in writing (unless the circumstances explained in condition 7.8(a) apply when we will try to give you as much reasonable notice as possible) for any of the following reasons:
- (a) The cost to ZYBRE of providing services increases (such as when we have to pay third parties more for their content);
 - (b) We are introducing new programmes, content, products and services;
 - (c) We are changing the way we structure our products and services;
 - (d) We are investing in improving our customer support; or
 - (e) Other costs associated with running our business increase.
- 7.6. We provide **TV subscription services** on an ongoing basis and we cannot foresee what may change in the future. This means we may increase prices for reasons other than those set out in condition 7.5 above.
- 7.7. During the **minimum term**, unless it is for a reason set out in condition 7.8 below (where the following increase limits do not apply), we may increase the then standard price of each **TV subscription service** only once in any 12-month period and the increase will not be more than 10% or the increase in the UK Retail Price Index over the 12-months before we tell you about that price increase, whichever is greater. In addition, any price increase for a TV subscription service will be delayed so as not to apply during the first 60 days of your minimum term in which case the 12-month period referred to will start on the date your price would have increased but for the delay. The limits on the timing, frequency and amount of any price increase in this condition are referred to as "**price protection**".
- 7.8. **Price protection** does not apply as a result of:
- (a) A change in the law or a request or requirement from a regulatory authority (including any changes in value added tax);
 - (b) An increase to the price of any **stand-alone premium channel**;
 - (c) You making changes to your **TV services** (for example, choosing a new or varied **option**), when you will immediately pay the then current price for the TV services you choose; or
 - (d) Us adding extra **channels** to your **option**. If we do this during the **minimum term** you may choose not to receive these extra channels and your price will not increase as a result of this for the remainder of the minimum term. From the end of the minimum term, you will receive all the channels included in the relevant option and pay the then current price for it.

How other payments may increase

- 7.9. We may increase the price of any recurring charge for **TV extra services** you have chosen by giving you at least 31 days' notice in writing. If you no longer want to receive the TV extra service because you don't want to pay the higher price let us know this within 21 days of receipt of our notice and you will not have to pay the price increase (and if your latest bill already includes the higher price, we will refund the difference to you in your next or final bill).

Your bill

- 7.10. We will bill you monthly in advance for your **ZYBRE subscription package** and you agree to make your payment on or by the date stated on your bill. The first bill you receive for your ZYBRE subscription package

(or the first bill after you change your **option**) may include a payment for the service you have received to date (payment in arrears) together with a payment for the next month in advance. Alternatively, your first payment may be taken at the time you order a new ZYBRE subscription package.

- 7.11. Where applicable, charges for **TV extra services** you choose to use will be added to your next or a later bill unless otherwise agreed.
- 7.12. Unless we agree otherwise, you must have a continuous payment method set up with us at all times, which we will use to take your payment on or around the date stated on your bill.
- 7.13. We may alter your Direct Debit or debit/credit card instruction if the price of your **TV services** changes for any reason. We may also charge any other payment due under this **contract** under your Direct Debit or debit/credit card instruction together with any other payments which you agree we may charge under that instruction.
- 7.14. A reasonable time before payment is due (normally 14 days), we will post your bill either electronically to our online customer account on zybre.co.uk, such as **My ZYBRE**, or to your **address** if you have chosen to receive a paper bill. You are responsible for ensuring you view your bill. Electronic bills will be held online for at least 12 months; if you wish to keep a record of your electronic bills for personal use, save it to your computer hard drive or make a paper copy by printing it out via My ZYBRE. If you want us to send you a paper bill to your address, contact us using the details set out in '[How to get in touch with ZYBRE](#)' at the front of this booklet. Separate terms and conditions apply to this service and these can be found in the section of this booklet headed '[Your contract for paper billing](#)'.
- 7.15. You acknowledge that any payments you make to **ZYBRE** and any credits on your account will be applied to the full set of services you receive from ZYBRE and may be applied against any amounts you owe us for any service you take from ZYBRE.

Late payments and other payment charges

- 7.16. If you miss any payments you owe to us including for any ZYBRE service we may charge you a reasonable fee to help pay for the extra costs we incur processing late payments, or interest at the yearly equivalent of 4% over Barclays Bank plc's base rate for the whole period of any late payment, to compensate us for you breaking these **conditions**. Any interest is worked out daily. Details of these fees can be found on zybre.co.uk/latepaymentfee. These fees will not be applied to any amount you have not paid because it is the subject of an ongoing dispute between us. You will be responsible for paying all reasonable debt recovery fees/charges incurred in recovering your debt, including fees charged by any debt collection company we use. We will send you a reminder or call you before applying any late payment fee or instructing a debt collection company.
- 7.17. We may also charge you a reasonable fee that reflects the costs we incur if any payment instruction from you is returned to us because you do not have enough funds in your account, is cancelled or is not cleared by your bank.

Other payment terms

- 7.18. If we unencrypt a **channel** for non-subscribers for any period of time you will not be entitled to a refund corresponding with that period if the channel is one you pay for.
- 7.19. Before we enter into this **contract**, we may ask you to use different payment terms than we normally use. For example, we may ask you for a deposit or for payment in advance for any **TV services** you wish to use if we reasonably believe there may be issues with providing you with credit. If you don't agree to these payment terms then we are not required to enter into this contract.

- 7.20. Unless you tell us otherwise, we may charge any one-off charges you owe us directly to any of the credit or debit cards which you have provided us with details of, e.g. when you paid any one-off or upfront charges, and by accepting the terms of this contract, you authorise us to do so. We will give you reasonable notice before making the charge.
- 7.21. If we decrease the price you pay for a **TV subscription service** or other recurring monthly charge you incur, we will notify you.

8. How your TV services may change

- 8.1. We will not withdraw the **ZYBRE subscription service** or **PVR functionality** during your **minimum term** unless we no longer have the authority or ability to provide it ("**minimum service protections**").
- 8.2. Subject to condition 8.1, each of your **TV services** is a separate and variable service (which means they may be changed, altered, improved or added to at ZYBRE's discretion as this ensures we respond to customer needs and remain competitive). Therefore, we may vary, replace or withdraw:
- (a) Any TV service;
 - (b) Any programming or **channel** (including varying the broadcast hours of a channel);
 - (c) Any feature or functionality of a TV service; or
 - (d) If we move you during your minimum term the price you pay will stay the same until the end of the **minimum term** (except in the case of price increases under conditions 7.5 to 7.8).
- 8.3. We provide **TV services** on an ongoing basis and we cannot foresee what may change in the future. This means we may make changes for reasons other than those set out in condition 8.2 above.
- 8.4. We may change any **bonus channel** or any feature or function of a **TV service** you receive at no extra charge, or any **TV extra service** you receive at no extra charge, into a channel, feature, function or TV service that you must pay for and we will tell you what charge will apply if you wish to continue to receive it. If all or part of a TV extra service you receive at no extra charge becomes a TV service you must pay for because it is replacing channels from your option that you pay for with equivalent content on the **ZYBRE NVIDIA SHIELD TV Pro Box(es)** and the overall price of your TV services does not increase as a result we will give you 31 days' notice in writing and continue to provide the TV extra service to you and charge you for it unless you ask not to receive it.
- 8.5. We may encrypt or unencrypt any **channel** on the ZYBRE platform.
- 8.6. Where any change we make results in an increase to the price of any of your **TV subscription services**, we will notify you in writing at least 31 days before the change takes effect unless we are required to make changes immediately for valid legal or regulatory reasons in which case, we will try to give you as much notice as reasonably possible.

9. Changing this contract

- 9.1. We may change or add to the **conditions** for any of the following reasons:
- (a) We change, alter, improve or add to our **TV services**;
 - (b) We intend to change the way we structure our products and services;
 - (c) We change the way we provide products and services to you (for example, we develop new technology to provide you with a better TV viewing experience);

- (d) To help improve the security and operation of our technical infrastructure (for example, to prevent misuse of our platform);
 - (e) We reorganise the way we structure or run our business;
 - (f) To introduce new charges where the cost of running our business increases;
 - (g) Valid legal or regulatory reasons; or
 - (h) To make our conditions 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 conditions.
- 9.2. We provide **TV services** on an ongoing basis and we cannot foresee what may change in the future. This means we may make changes or additions to any of the conditions for reasons other than those set out in condition 9.1 above.
- 9.3. If you reasonably consider that you would be materially disadvantaged by a change or addition to the **conditions** you may end this contract under condition 10.4, even if you are within your **minimum term** for a **ZYBRE subscription package** and you will not have to pay any **early termination charges**.
- 9.4. We will notify you in writing at least 31 days before any changes or additions to the **conditions** of this contract come into effect unless we are required to make changes or additions immediately for valid legal or regulatory reasons in which case, we will try to give you as much reasonable notice as possible.

10. How long your subscriptions last

Your minimum term

- 10.1. You must subscribe to your **ZYBRE subscription package** for at least the **minimum term** unless you are allowed to end the service earlier under condition 10.4 or you end your contract and enter a new one. If you do not do this you will breach these **conditions**.
- 10.2. If you;
- (a) want to subscribe to a different **ZYBRE subscription package** that includes an additional TV subscription service you must agree to a new minimum term for the additional TV subscription service and you may need to agree a new minimum term for your new ZYBRE subscription package; and

If you agree to a new **minimum term** for the new ZYBRE subscription package or ZYBRE channel subscription (as applicable), it shall replace any minimum term for your existing ZYBRE subscription package or ZYBRE channel subscription. All terms relating to minimum terms in this contract will apply in the same way to any new minimum term including price protection and minimum service protections.

- 10.3. This contract will continue after your **minimum term** until your ZYBRE subscription is ended in accordance with this condition 10.

When you can end a TV service

- 10.4. You may end this contract or the affected **TV service(s)**, including during your **minimum term** (where applicable), immediately by giving us notice within 21 days of us telling you that we are going to:
- (a) Change these **conditions** under condition 9 and you reasonably consider that you would be materially disadvantaged by this;

- (b) Change the conditions of the 'The agreement for the loan of ZYBRE NVIDIA SHIELD TV Pro Box(es)' that relate to **loaned equipment** you use to receive the affected **TV subscription service(s)** and you reasonably consider that you would be materially disadvantaged by this;
- (c) Withdraw any:
 - (i) **monthly add-on** you are currently receiving (this does not apply if we withdraw any **TV extra service** that is provided along with a monthly add-on), unless you can still access the channels or category of **on demand content** you received as part of that monthly add-on as part of your option;
- (d) We exercise our rights under condition 6.2 (other than where we are restricting any copying that would breach these conditions) and you reasonably consider that you would be materially disadvantaged by this.

If we don't tell you about these changes in advance (which would only be the case if we are not required to give notice of the change under another condition) the 21-day period above begins on the day of your first bill following the change. At busy times it may take us up to 48 hours to act on your notice.

- 10.5. You may also end this contract or a **TV service** at any time (including during the **minimum term**), by giving us notice if we break any **condition** of this contract.
- 10.6. In addition to your rights above, you may end a **TV subscription service** by giving us 31 days' notice to expire no earlier than when the **minimum term** for that TV subscription service has ended.

When we can restrict or end your TV services

- 10.7. We may take immediate action to restrict or end the provision of all or part of any of your **ZYBRE subscription package** or other **TV services** without notice if:
 - (a) We reasonably believe that your **ZYBRE equipment** or a TV Service has been used in a way which is not allowed under this contract (although for minor breaches we will first give you an opportunity to put things right which you will need to do within 7 days);
 - (b) You do anything (or allow anything to be done) which we reasonably believe may damage the operation or jeopardise the security of ZYBRE's platform;
 - (c) You have provided unauthorised payment or other details or we have reasonable grounds to suspect fraud, attempted fraud or any other unauthorised activity;
 - (d) You or anyone you authorise to deal with your account 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 TV services;
 - (e) You have missed any payments that you owe to us for your TV Services or any other service you receive from ZYBRE, normally by at least 7 days; or
 - (f) You break any of the **conditions** of this contract or 'The agreement for the loan of ZYBRE NVIDIA SHIELD TV Pro Box(es)', 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 3.3 or 6 of this contract) we will normally exercise this right immediately.
- 10.8. We may also suspend, restrict or end the provision of any of your **TV services** without notice if we are required to by law or to comply with an order, instruction or request of any government body, emergency service organisation or other competent authority.

- 10.9. We will try to notify you in writing if your **TV services** will end or have ended under conditions 10.7 or 10.8, though this may be after they have ended. If we restrict your TV services, we will tell you what needs to be done before we can remove the restriction.
- 10.10. Except where conditions 10.7 or 10.8 apply, we will not end any of your **TV subscription services**, or **PVR functionality** if available, during the **minimum term** if we continue to generally make the relevant service available. We may end this contract and/or any of your **TV services** at any other time by giving you 31 days' notice in writing.
- 10.11. Occasionally we may have to restrict and/or modify your **TV services** for short periods of time and without notice to carry out maintenance, technical repair, enhancement or emergency work. If we do so, we will restore your TV services as quickly as we can.

Consequences of TV services ending

- 10.12. If your **ZYBRE subscription** ends:
- (a) Your **ZYBRE extra subscription(s)** will automatically end; and
 - (b) Unless we offer and you choose to pay the then current price for **PVR functionality** applicable to non-ZYBRE TV subscribers, your PVR functionality will cease to function if available.
- 10.13. Other than as expressly set out in this contract, we will not refund any payments made under this contract if we end this contract because you have broken any of the **conditions**.

Early termination charges

- 10.14. If we end all or part of your **ZYBRE subscription package** under condition 10.7 during the **minimum term** or **new minimum term** you will have to pay us **early termination charges** for the **TV subscription services** that end and for any TV subscription services, which automatically end during the minimum term as a result. The early termination charge shall not be any more than the payments you would have made for the relevant TV subscription services for the remainder of your minimum term (assuming you would have continued to subscribe to the same TV subscription services). You may be able to reduce the amount of these early termination charges by changing your **option** and/or removing any part of your TV subscription services you pay extra for (where permitted), in accordance with these **conditions** provided such change takes effect before this contract ends. Unless you tell us otherwise, we may charge your early termination charge directly to any of the credit or debit cards which you have provided us with details of, e.g. when you paid any one-off or upfront charges, and by accepting the terms of this contract, you authorise us to do so. We will give you reasonable notice before making the charge. For more information about these charges go to zybre.co.uk/earlytermination.

11. Moving home and service visits

- 11.1. You must tell us immediately of any changes to the **address** you have provided to us.
- 11.2. These **conditions** will continue if you move home to another **address** in the **UK**.

12. Notices and keeping you updated

- 12.1. We will keep you updated about your **TV services** by email (which you should check regularly) if you have provided us with an email address, and otherwise by letter to your **address**. We will treat notices sent to your email address as effective even if you don't access your email account or you become disconnected from it.
- 12.2. All contact and account details you provide us must be accurate and kept up to date.

- 12.3. Where we are required under this contract to give you notice in writing, we will give you this notice by:
- (a) Letter, email or SMS; or
 - (b) Where appropriate and available, via a message in our online customer account on zybre.co.uk, such as **My ZYBRE** (we'll alert you by email, SMS or another appropriate method if a notice has been added) or on your monthly bill or via a notification sent to a compatible **device** you are using to receive TV services.

A written notice may refer you to other widely available (written or non-written) means for specific details or further information (e.g. a free phone number). In all other cases where we are required to give you notice, we may give you notice in writing or we'll notify you using another appropriate method including during a phone call, or on zybre.co.uk.

- 12.4. If a notice given in writing is sent with any other document the notice will be clearly marked and, if sent by post, on a separate sheet of paper.
- 12.5. Any notice you give us to end this contract where you have a right to do so (other than where you are exercising your right to cancel during your cooling-off period for which see '[Your Rights to Cancel Your Order](#)' section below) must be given by phone ([0330 320 2062](tel:03303202062)) or by using one of our online messaging options on zybre.co.uk. Notice given by these means will be processed immediately. You can also write to us ([ZYBRE Limited, 20-22 Wenlock Road, London, N1 7GU](#)) or e-mail us at help@zybre.co.uk. If notice is given by these means we may need to verify account information before the notice is effective (and once verified the notice will be effective from the date of the original notice). We will acknowledge written notices by return letter or email and will contact you separately if we need to verify any account information.
- 12.6. Where you are required to give us a specific period of notice we may agree to a longer period of notice from you but we can refuse this where reasonable to do so (for example where a longer period would be complicated to administer).

13. Liability

13.1. **ZYBRE** will be liable under these **conditions** for:

- (a) The act of ending this contract in accordance with condition 10;
- (b) Any delay or failure by us to provide a **TV service** (or any part of it) caused by events outside ZYBRE's, reasonable control. Matters outside our or their reasonable control include (but are not limited to) severe weather conditions, epidemic, civil disorder, terrorist activity, war, and government action;
- (c) Any delay or failure by us to provide any feature of your **TV extra service** caused by a change made by a **compatible device** manufacturer or provider of a compatible device operating system that is outside ZYBRE's reasonable control;
- (d) Any damage to separate devices or content that belong to you where such damage would not have been caused if you had followed our reasonable instructions;
- (e) Any loss or damage caused by them or any of their respective officers, employees or agents in circumstances where:
 - (i) There is no breach of a contractual obligation or legal duty of care owed to you by them (as the case may be) or by any of their respective employees or agents; or

- (ii) Such loss or damage was not contemplated by both you and us at the time we entered into this contract;
 - (f) Any loss or damage caused by them or any of their respective employees or agents to the extent that such loss or damage results from any breach by you of these conditions, unless they or their employees or agents were in breach of a legal obligation or duty of care owed by them and that breach is the most significant cause of the loss or damage.
- 13.2. This condition 13 shall not affect any liability we may have to you for death or personal injury as a result of **ZYBRE's** negligence, or for their fraud or fraudulent misrepresentation.
- 13.3. We are not permitted to exclude our liability for certain matters, for example we cannot exclude our liability to you for supplying goods or digital content (such as a **TV service**) that are not of satisfactory quality or fit for purpose, supplying goods or digital content that do not match their description, incorrect installation, or performing any service without reasonable care and skill. This condition 13 shall not affect any such liability that we have to you. If you require any advice on your legal right you can refer to www.adviceguide.org.uk

14. General legal terms

- 14.1. This contract is governed by English law unless you live in Scotland or Northern Ireland, in which case it will be governed by Scots law or Northern Ireland law (as applicable). Any disputes under this agreement shall be dealt with by the courts of the country whose law governs this agreement, unless you live in Northern Ireland or Scotland in which case you can choose to bring a dispute before the courts in your country or the English courts instead.
- 14.2. If we don't exercise a right we have under this contract, it does not mean that we have waived this right.
- 14.3. **ZYBRE** can transfer their rights and/or obligations under this contract to any member of the ZYBRE group of companies or any other company, firm or person either as a variation to this contract or as a new contract provided in either case this does not affect your rights under this contract in a negative way. Where a new contract will be entered into this will become effective 31 days after we notify you in writing of the transfer.
- 14.4. This contract is personal to you. You may not transfer your rights or obligations under this contract to anyone else unless we agree otherwise, and no third party is entitled to benefit under this contract except pursuant to condition 14.3.

Your contract for paper billing

These are the terms and conditions that you must keep to if you want to receive paper bills from **ZYBRE**.

This contract is with ZYBRE Limited (**ZYBRE**).

1. If you want us to send you a paper bill to your **address** or an alternative address agreed between us you must request this from us and a **paper bill charge** applies which we will tell you about in advance and will be added to each bill.
2. A **paper bill charge** will not be added to interim bills or bill reminder notices or if we have agreed to send you a bill in an alternative format for accessibility reasons, e.g. braille or large print bills.
3. You can stop receiving paper bills by contacting us using the details set out in '[How to get in touch with ZYBRE](#)' at the front of this booklet or via our online customer account on zybre.co.uk, such as '**My ZYBRE**'. Your next bill will include the **paper bill charge** unless you tell us you want to stop receiving paper bills no later than the day before the day your bill is produced (the day this happens each month is stated on your bill and is normally 14 days before payment is due).
4. We may end this contract at any time by giving you 31 days' notice in writing.
5. We may:
 - (a) increase the **paper bill charge** at any time by giving you notice in writing at least 31 days before the first bill listing the increased charge is produced;
 - (b) change or add to these **conditions** at any time and we will notify you in writing at least 31 days before the changes come into effect unless we need to make changes immediately for valid legal or regulatory reasons in which case, we will try to give you as much notice as reasonably possible.

The reasons why we may need to do this are the same as those listed in conditions 7.5-7.6 and 9.1-9.2 of '[Your contract for UK residential TV services](#)'.

6. Where we are required to notify you under these **conditions**, we can do so using any of the methods permitted under any other contract you have with **ZYBRE** under which payments are added to your bill.
7. Condition 14 (General legal terms) of '[Your contract for UK residential TV services](#)' shall apply to this contract to the extent that it is not inconsistent with these conditions.

Terms with a special meaning in this booklet

| | |
|-------------------------------|--|
| Add-on(s) | An additional element to the ZYBRE subscription, or monthly add-on |
| Address | The residential property where you live in the UK and to which we agree to provide the TV services |
| Bonus channel(s) | Channels that we choose to supply, which you do not have to pay extra for |
| Channel(s) | These are linear channels being broadcast and do not include on demand content |
| Compatible device(s) | A compatible consumer electronic device that is not a NVIDIA SHIELD TV Pro Box |
| Condition(s) | The terms and conditions set out in the relevant contract or agreement |
| Content | Each movie, programme or series offered within the platform, this can include content provided by third party providers, including on demand. |
| Device content | Channels, recordings and on demand content that may be made available to be streamed or transferred on a temporary basis from a NVIDIA SHIELD TV Pro Box to a compatible device |
| Early termination charge(s) | A charge you may have to pay if we end all or part of your ZYBRE subscription package during the minimum term or new minimum term in accordance with these conditions. Refer to condition 10.14 of 'Your contract for UK residential TV services' for details of these charges |
| Loaned equipment | ZYBRE, NVIDIA SHIELD TV Pro Box(es), ZYBRE, Zyxel VMG8825-T50K Router and any other equipment we designate as owned by ZYBRE or another company in the ZYBRE group of companies |
| Minimum service protection(s) | The protections explained in condition 8.1 of 'Your contract for UK residential TV services' |
| Minimum term | The period between us (usually 24 months) starting on the date we enable the package |
| Monthly add-on | A channel, collection of channels or access to on demand content purchased or received on a monthly rolling basis |
| My ZYBRE | The customer account area of zybrec.co.uk or such other website we notify to you (sign-in required to access) |
| New minimum term | The additional period (usually 24 months) starting on the date we enable the package. |
| Non-return charge | The charge explained in condition 5 of 'The agreement for the loan of NVIDIA SHIELD TV Pro Box(es)' |
| NVIDIA SHIELD TV Pro box(es) | An authorised NVIDIA branded system and remote control supplied with it. |
| On demand content | Non-broadcast content you can choose to watch when you want |
| Option | Any available channels and add-on options within our platform, these could include third party options and content |
| Paper bill charge | The charge that applies if you choose to receive paper bills |
| Price protection | The limits on the timing, frequency and amount of any price increase for a TV subscription service during your minimum term, as explained in condition 7.7 of 'Your contract for UK residential TV services' |

| | |
|----------------------------------|--|
| PVR functionality | The enablement and provision of recording and associated storage and playback functionality to a NVIDIA SHIELD TV Pro Box(es) |
| Stand-alone premium channel(s) | A channel (or collection of channels) that transmits from time to time which you may wish to include, for an additional charge, as part of your ZYBRE subscription |
| TV extra services | Any additional television, application or other service which we may choose to supply as part of the TV services, subject to eligibility and having the required equipment |
| TV service(s) | Each TV subscription service, PVR functionality and additional TV viewing (in each case together with any TV extra services). |
| TV subscription service(s) | The ZYBRE subscription. |
| UK | The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands |
| ZYBRE, we or us | ZYBRE Limited, company number 13380642, whose registered office is at 20-22 Wenlock Road, London, N1 7GU |
| ZYBRE channel subscription(s) | The option if provided and when available, together with any stand-alone premium channel chosen by you |
| ZYBRE equipment | The NVIDIA SHIELD TV Pro Box(es) and Zyxel VMG8825-T50K Router and any other equipment we designate as owned by ZYBRE or another company in the ZYBRE group of companies |
| ZYBRE subscription(s) package(s) | The subscription service package that you receive from ZYBRE |

Your rights to cancel your order

Notice of your statutory right to cancel in your cooling off period

Please note:

Please refer to your ‘[Your contract for UK residential TV services](#)’ for information about when and how you can end your **TV services** once your cooling off period has ended.

Cancellation period: You have the right to cancel your order for **TV services**, a **NVIDIA SHIELD TV Pro Box(es)**, other products (e.g. extra remote controls) or any **content** from ZYBRE without giving any reason any time up to 14 days (“**cooling off period**”) from the later of: (i) delivery; (ii) installation; or (iii) confirmation in writing of the relevant terms and conditions for that product (which includes making the terms and conditions available to you in **My ZYBRE**).

Please note:

- The right above does not apply in the case of a **TV service** if you asked for it to be made available during the cooling off period and ZYBRE asked you to acknowledge that you would lose the right to cancel at that point and you did so.
- The right above does not also apply in the case of a **TV service** you have purchased or accessed via a third-party company or application (such as Netflix); you will need to cancel with the relevant third-party provider separately.

ZYBRE may offer an enhanced cooling off period from time to time which we will advise you of at the time of your purchase.

How to cancel: Any cancellation within this timeframe must be in accordance with this notice. You can cancel your ZYBRE order by:

1. Calling 0330 320 2062;
2. Emailing help@zybre.co.uk; or
3. Writing to ZYBRE Limited, 20-22 Wenlock Road, London, N1 7GU.

You must give your name, customer account number, address, post code, telephone number and e-mail address to cancel your order. If you cancel in writing we will send you an acknowledgement of receipt by e-mail.

Effects of cancellation: If you cancel an order during your **cooling off period** we will refund to you all payments received from you in connection with the order, excluding the costs of delivery of any equipment you ordered e.g. **NVIDIA SHIELD TV Pro Box(es)**, Zyxel Router or other accessories (“**equipment**”), but if you requested a product or service to begin during the cooling off period, you must pay us an amount which is proportionate to what was provided up to the point you cancelled your order, including for any **TV services** provided. You will not receive a refund of any one-off fees for services already performed if you cancel an order after the service has been fully performed. If you cancel an order for equipment, we will automatically cancel any related TV service unless you tell us otherwise. Cancellation of orders for other products will not affect your **ZYBRE subscription**.

Return of Equipment: If you cancel an order, you are responsible for returning the **equipment** provided as part of that order without undue delay using the returns method provided with the equipment or otherwise made available to you. Alternatively, you must hand them over to ZYBRE engineer if we request that you do so. You are responsible for the costs of returning the equipment you have ordered and ZYBRE may charge you our direct returns costs. ZYBRE can offset any returns costs against any money that it owes to you for any reason. You must keep any

equipment that has been delivered to you safe until it is returned. We may make a deduction for any loss in value as a result of unnecessary handling by you.

Discounts: If you have received any discount on **TV services**, goods and/or set-up services, and during your **cooling off period** you cancel any conditional order (e.g. for a particular **option** or for Voice and/or Broadband) but wish to keep your TV services or the goods, you will no longer be eligible for that discount and will be required to pay ZYBRE the difference between the discounted price and the full standard price for the TV services, goods and/or set-up services.

Refunds: We will make any refund due to you (less any deductions due to us) without undue delay and not later than the earliest of 14 days after the day we either receive the equipment back from you or receive evidence from you that the equipment has been returned (such as a proof of posting receipt). We will make the refund using the same means of payment that you used when you placed your order, unless you have agreed otherwise.

These cancellation rights do not affect your legal rights. If you require any advice on your legal rights, you can refer to adviceguide.org.uk

