

Terms and Conditions of service

1. SCOPE

1.1 The following are the Specific Terms and Conditions of Service (“the Terms”) applicable in respect of the provision of service provided to the Broadcaster (“you”) by Digi B Network (“Digi B”).

1.2 These Terms must be read in conjunction with the End User License Agreement (the “EULA”) which is provided to you upon physical installation of Digi B’s equipment at your Premises and any other terms and conditions specific to you.

1.3 This document requires a signature only if Digi B’s equipment is installed at your premises.

1.4 Upon the Customer signing the Distribution Agreement and following installation of any Equipment and immediately upon first use by the Broadcaster of the Service provided, the Distribution Agreement together with the EULA and any other applicable terms and conditions specific to a particular broadcaster shall together form an integral part of the Agreement and shall have the force of law between the parties.

2. DEFINITIONS

i) “Equipment” means any of the following that Digi B may supply to you: cables, DAB+ encoder (computer and software), any other line and equipment including the cable drop to your premises provided by Digi B.

ii) “Network” means a Terrestrial Digital Audio Broadcasting network and all of its associated components owned and operated by Digi B.

iii) “Service” or “Distribution Service” means distribution of radio services using Digi B’s publicly available nationwide terrestrial radio platform across the Maltese Islands subject to the following Terms.

iv) “Broadcaster” means any entity, including its employees, licensed by the Broadcasting Authority to provide local broadcasting services broadcasting over the T-DAB platform.

v) “Equipment” means a DAB+ encoder compatible with ETSI TS 102 563.

Capitalized words not otherwise defined in these Terms should have the meaning provided in the Standard Terms and Conditions as found on www.digibnetwork.com.

3. SERVICES

3.1 Digi B reserves the right to deny Service to any broadcaster with a history of destruction of or tampering with any of Digi B's Equipment or violation of any portion of any Digi B's service agreement.

4. LICENSING AND USE

4.1 Digi B licenses the use of equipment solely to you for the purpose of broadcasting over its platform under the terms of the EULA. You shall not make any other or additional use thereof without the specific consent of Digi B. Unauthorized use shall be subject to charges to you.

5. EQUIPMENT

5.1 Digi B is solely responsible for the proper operation of its Equipment. You agree to provide, be responsible for and maintain your own equipment that connects to our Equipment.

5.2 You warrant that the Equipment shall at all times be properly maintained and operated according to instructions and that reasonable care is taken to prevent damage. You also warrant that you will keep the Equipment safe and secure at all times. You agree to inform Digi B immediately if there is any problem with the Equipment or if the Equipment is damaged, lost or stolen.

5.3 You agree not to move (or allow to be moved) any of our Equipment from the position where it has been connected by Digi B and shall in no case move (or allow to be moved) any such Equipment from the Installation Premises for the Services provided to you in accordance with these Terms and in accordance with the terms of the Agreement without our permission. If you are intending to move or carry out renovations on your Installation Premises, please contact us and we will arrange for one of our representatives to visit you and advise you of what work is required to relocate our Equipment and the connection to the Network.

5.4 You shall be responsible for any loss of or damage to the Equipment. You agree not make any extension or alterations, or tamper with Digi B's Equipment at any time. If, in Digi B's opinion, damaged Equipment is repairable, you shall pay Digi B for the repairs at Digi B's then current repair charges. If any Equipment is lost, tampered, stolen or, in Digi B's opinion, irreparably damaged, you shall pay Digi B liquidated damages, in respect of the lost, tampered, stolen or damaged Equipment, in the amounts then current and set out in Digi B's Schedule of Charges, as the same may be amended or varied from time to time. In addition, you agree to also indemnify Digi B in respect of any other damages you may suffer.

5.5 You agree to comply with all of Digi B's and/or manufacturer's instructions relation to the use of the Equipment. Any improper use might lead to the termination of your Agreement.

5.6 You agree not to pledge or dispose of Digi B's Equipment in any way whatsoever.

6. CHARGES AND PAYMENTS

6.1 As a user of Digi B's distribution service, you shall pay the Equipment license fees apart from any distribution charge agreed upon for each digital radio service.

I hereby declare that I have read these terms and conditions.
