



Terms of Service

The agreement sets forth the terms and conditions under which you the subscriber (“you,” “your,” or “subscriber”) agree to use this American Forces Network (AFN) service, AFN Now, to receive AFN Programming.

PLEASE READ THESE TERMS CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AND OURS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE SERVICE.

1. ACCEPTANCE OF AGREEMENT; AGREEMENT TERMS GENERALLY INCLUDED.

This agreement starts when you accept it. By accepting this agreement, you are bound by its conditions. Your acceptance of this agreement occurs upon registration for the service and your use of the service.

You must read and agree to these terms (the ‘Agreement’) before using AFN Services. These terms describe the bases on which AFN Services are made available to you and superseded prior agreements or arrangements.

We may immediately terminate this agreement with respect to you, including your access to the AFN Service, if you fail to comply with any provision of these terms. By continuing to use AFN Services you will be deemed to have agreed to and accepted any amendments. If you do not agree to any changes to these terms, you must discontinue use of the AFN Now Service. Our customer service representatives or help desk staff are not authorized to modify any provision of these terms, either verbally or in writing.

2. DEFINITIONS

The term “AFN Service” or “Service” means AFN programming, including, without limitation, all media, programing guides, and other features, products and services provided as part of and included with the Service. “Programming” means content provided by AFN or its providers, owners, or suppliers and provided as part of and included with the Service, including, without limitation, images, photographs, animations, video programing, information services, audio, music, and text, irrespective of the manner or format in which such content is delivered. The term “authorized audience” means individuals authorized access to AFN Programming in accordance with Department of Defense (DoD) policy and AFN’s agreements with program suppliers, owners, and distributors.

3. SERVICE CHANGES

We reserve the right to change, rearrange, add, delete or otherwise modify the Service at any time, with or without prior notice to you, including changing, rearranging or otherwise modifying our Programming or features, products and services that we offer. AFN or its suppliers may, without notice or liability, restrict the use of any services or limit its time availability in order to perform maintenance activities and to maintain security.

4. USE OF THE SERVICE

The Service is only available to the authorized audience stationed outside of the United States, its territories or possessions. You are responsible for all use of the Service, whether by you or someone using the Service registered to you.

You understand and agree that not all AFN Programming available on the Service may be available to you based upon your geographic location due to content restrictions placed upon AFN by our Programming providers, owners, or suppliers.

You understand and agree that not all AFN Programming available on the Service may be available to you based upon the device, e.g., mobile phones, tablets, or gaming consoles, you're using to view the content due to restrictions placed upon AFN by our Programming providers, owners, or suppliers.

You agree to only use the Service for your private non-commercial use and own personal viewing and listening enjoyment. You further agree not to use the Service, directly or indirectly, for any unlawful purpose, including without limitation, violation of copyright laws through the use, production, copying, rebroadcast or redistribution of any Programming distributed as part of the Service. You agree the Service may not be viewed or otherwise displayed in areas open to the public off of a military installation or compound, including, without limitation, commercial establishments. You may not rebroadcast or transmit the Programming or charge admission for its viewing. You may not take any actions to alter or avoid any security or access controls or restrictions associated with the Service. You further agree that your use of the Service is your sole responsibility, at your own risk, and subject to all applicable Defense Department Instructions, Regulations or policy guidance.

If an AFN Service is configured to enable the use of software, content, virtual items or other materials owned or licensed by us, we grant you a limited, non-exclusive, non-sub licensable, non-transferable license to access and use such software, content, virtual item or other material only for your personal, noncommercial use for as long as each AFN Service is made available by us, with no right to reproduce, distribute, communicate to the public, make available to the public, or transform any AFN Service in any media format or channel now known or hereafter devised (except as may be expressly described or contemplated with the AFN Service)

You may not: circumvent or disable any content protection system or digital rights management technology used with any AFN Service; decompile, reverse engineer, disassemble or otherwise reduce any AFN Service to a human-readable form; remove identification, copyright or other proprietary notices; or access or use any AFN Service in an unlawful or unauthorized manner or in a manner that suggests an association with our products, services or brands.

AFN may, at its sole discretion, limit the number of devices an audience member may use concurrently and/or limit concurrent logins based upon user location or IP address ranges.

You understand and agree that not all programming may be suitable for all viewers and users of the Service may have access to programming that maybe sexually explicit, obscene, offensive, or otherwise unsuitable or objectionable, especially for children under the age of eighteen (18). You further understand and agree that it is your responsibility to impose any viewing restrictions you determine are appropriate to limit viewing and access to potentially objectionable material, and you agree to supervise usage of the service. You agree that we are not responsible to you or anyone else viewing programming or information provided on, or accessed through the Service for any content that you or others may deem to be objectionable or any reason.

5. MOBILE NETWORKS

When you access the AFN Service through a mobile network, your network or roaming provider's messaging, data and other rates and fees may apply. Downloading, installing or using AFN Service may be prohibited or restricted by your network provider and not all AFN Services may work with your network provider or device.

6. AUTHORIZED USER; REFUSAL OF SERVICE

You acknowledge that you are 18 years of age or older and that you have the legal authority to enter into this agreement. You agree to update your registration information immediately whenever your personal information changes (including, for example, your name, address and duty station).

The AFN Authorized Audience includes, but is not necessarily limited to individuals within the following populations*;

- a. Active duty members of the uniformed services from the Army, Navy, Air Force or Marine Corps.
- b. Retired members of the uniformed services including those medically retired.
- c. American citizen U.S. Government civil service employees. Civil service retirees are not eligible.
- d. American citizen U.S. Government non-appropriated fund employees. NAF retirees are not eligible.
- e. National Guard or Reserve component members when activated under Title 10, United States Code, orders.
- f. Retired members of the Reserve component of the uniformed services, including those medically retired, regardless of their pay status.

- g. American citizen DoD Contractors.
- h. Surviving spouses of deceased active duty or retired military members who have not remarried.
- i. Medal of Honor recipients.
- j. 100% disabled veterans who pass DEERS verification.
- k. Commissioned officers of the National Oceanic and Atmospheric Administration (NOAA) including retired officers.
- l. Commissioned officers of the United States Public Health Service (USPHS) including retired officers.

*Eligibility extends to immediate family members living with the authorized audience member.

We reserve the right in our sole discretion, to refuse to provide the Service to you for any reason at any time, consistent with DoD regulations and policies.

You must create an account to access the Service and view content on the application. You agree that any information you provide and maintain is accurate, current and complete. You agree not to impersonate or misrepresent your affiliation with any person or entity, including using another person's username, password or other account information or another person's name or likeness, or provide false details for a parent or guardian. You agree that your information will be authenticated against the Defense Manpower Data Center (DMDC) using the Defense Enrollment Eligibility Reporting System (DEERS) database.

7. PASSWORD AND SECURITY

You agree that you will not share your account or account information with others. You are responsible for taking reasonable steps to maintain the confidentiality of your username and password, and are responsible for all activities under your account that you can reasonably control. You agree to promptly notify us of any unauthorized use of your username, password or other account information or any other breach of security you become aware of involving your account.

You agree not to use your personal credentials to authorize any devices for anyone outside your immediate family living with the sponsor.

8. PERSONAL DATA AND PRIVACY POLICY

AFN will treat your personally identifiable information provided to us in accordance with the Privacy Act of 1974 and its amendments. Information may also be used as a management tool for statistical analysis, tracking, reporting, evaluating program effectiveness and conducting research.

9. CHANGES TO THIS AGREEMENT

The current version of the terms of this agreement and any subsequent updates shall be available at www.myafn.net/afn-now/terms.

10. TERMINATION OF SERVICE

AFN may terminate the Service at any time and for any reason.

Individuals found violating these Terms of Service may be permanently banned from the Service.