



# Terms of Use

This Agreement sets forth the terms and conditions under which you the subscriber (“you,” “your,” “owner,” or “subscriber”) agree to use American Forces Network (AFN) Integrated Receiver-Decoders (IRDs) 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 and any other users of AFN IRDs within your premises are bound by its conditions. Your acceptance of this Agreement occurs upon the earlier of: (a) your electronic acceptance during the activation of your IRD; or (b) your use of the Service.

## 2. DEFINITIONS.

The term “Service” means AFN programming, including, without limitation, all Programming, Equipment, media or program guides, and other features, products and services provided as part of and included with AFN programming services. The term “Equipment” means equipment provided by AFN, directly purchased or leased from an authorized vendor, including any digital adapter, set top box, digital video recorder, video media server, peripheral devices, remote controls or routers provided to you by AFN or those that are loaned to or owned by you. The term “Premises” refers to the physical location at which AFN service is used. “Programming” means content provided by AFN or its providers or suppliers and provided as part of and included with the Service, including, without limitation, images, photographs, animations, video programming, 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 paragraph 5(b), per Department of Defense (DoD) 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, the Equipment, any Other Devices, and any other 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 of availability in order to perform maintenance activities and to maintain security.

## 4. USE OF THE SERVICE.

(a) AFN programming is only available to the Authorized Audience stationed outside of the United States, its territories or possessions, per DoD policy.

(b) You agree to use the Service only for your private non-commercial use and own personal viewing and listening enjoyment. The Programming distributed via the Service may not be viewed or otherwise displayed in areas open to the public, 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, Equipment, or Other Devices.

(c) You are responsible for all use of the Service, whether by you or someone using the Service with or without your permission. You 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 or recorded using equipment containing digital video recording devices. 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. We, in our sole discretion, may terminate your access to AFN programming in the event that the Service is used for an unlawful purpose or in a manner contrary to DoD Instructions, Regulations or policy guidance.

(d) You agree not to use your personal credentials to authorize or activate an AFN-capable decoder for any third party.

(e) 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 may be 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 FOR ANY REASON.**

#### 5. AUTHORIZED USER; REFUSAL OF SERVICE.

(a) 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 decoder registration or notify any leasing or loaning agent immediately whenever your personal information changes (including, for example, your name, address, and duty station).

(b) The AFN Authorized Audience includes, but is not necessarily limited to, the following class of individuals:

1. United States Active Duty military members and their immediate family members stationed with them.
2. American citizen DoD civilian and Non-Appropriated Fund civilian employees and their immediate family members stationed with them.
3. American Military retirees and their immediate family members living with them.
4. Direct-hire United States citizen U.S. Government employees serving overseas at American embassies, consulates or interest sections in direct support of the Chief of Mission (Ambassador). Personal Services Contractors, regardless of citizenship status, are not eligible for this program.

(c) 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.

#### 6. 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.

#### 7. CHANGES TO THIS AGREEMENT.

The current version of the terms of this Agreement and any subsequent updates shall be available on [www.myafn.net/terms](http://www.myafn.net/terms).

## 8. EQUIPMENT; MAINTENANCE AND OWNERSHIP OF EQUIPMENT.

(a) We do not guarantee that the Service will work correctly if you use equipment to access the Service other than equipment capable of receiving AFN programming.

(b) You acknowledge and agree that at all times ownership of government furnished equipment (GFE) shall remain with the unit or organization providing the GFE.

(c) Individuals or units provided IRDs are responsible for the GFE and must either return it, at their own or at their unit's expense, to the entity that provided the GFE or transfer it to follow-on forces that meet Authorized Audience criteria in paragraph 5.(b). In instances where the GFE is transferred to follow-on forces, the losing individual or unit will de-register the GFE IRD and the gaining individual will register the GFE.

(d) You acknowledge that while you may own, lease or have temporary receipt of the Equipment, you cannot sell, lease, transfer or in any other way provide the Equipment to a person, organization, or other entity not part of the authorized AFN audience as identified in paragraph 5(b).

(e) You further agree not to tamper with or otherwise harm the Equipment, and that you will not copy, modify, reverse compile or reverse engineer any Equipment or Other Devices, or software or firmware provided by AFN in connection with the Service.

(f) Leased or loaned AFN IRDs remain the property of the lessors or loaning entity, typically the Exchange in the case of leased IRDs and Furnishings Management Office (FMO) or Military Family Housing Office (MFH) in the case of loaned IRDs. The leasing or loaning entity will register and maintain the security of their IRD stocks. Leasing or loaning entities will notify AFN immediately of all lost, stolen or missing IRDs so they can be permanently deactivated and removed from the inventory.

(g) Owners of IRDs that are lost or stolen must report the loss to AFN immediately by emailing [afn@mail.mil](mailto:afn@mail.mil). The IRD will be permanently deactivated and removed from the inventory.

## 10. TERMINATION OF SERVICE.

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

(b) Individuals found violating these terms of use may be permanently banned from obtaining AFN programming.