

# **TERMS AND CONDITIONS FOR ACCESS TO AND USE OF THE DStv SERVICE USING THE DStv APP AND/OR WEBSITE**

("DStv Terms and Conditions")

By downloading and/or accessing and using the DStv App and/or Website, the User agrees to be bound by these Terms and Conditions which are available on our Website at the time of access and use, and as amended from time to time.

Further, in accessing and/or using the DStv App and/or Website, the User consents to MultiChoice tracking each Users' specific content consumption behavior for purposes of allowing detailed relevant recommendations of content to each User.

## **1 Interpretation**

In these DStv Terms and Conditions –

1.1 "Access Device" means the device that can be used for viewing and/or downloading DStv and its Content;

1.2 "Affiliate" in relation to MultiChoice means any person who is:

1.2.1 controlled by MultiChoice;

1.2.2 controls MultiChoice; or

1.2.3 is under common control with MultiChoice;

1.3 "Consumer Protection Act" (CPA) means the Consumer Protection Act, 68 of 2008, as amended from time to time;

1.4 "Content" means audio and/or audiovisual programming which is selected and made available by MultiChoice on DStv.

1.5 "Download" means to transfer Content onto the DStv Customer's Access Device for subsequent access and use for a limited time period and "Downloaded" has a corresponding meaning;

1.6 "DStv Customer" means a person who requests, or who has authorised another person to request on his behalf, access to the MultiChoice Service and whose subscription to the MultiChoice Service is active and currently not in arrears or such other person as determined by MultiChoice from time to time;

1.7 "DStv Login" means a registration / profile that belongs to a User who signs up on any of the DStv Websites and / or Apps that require a login for certain functionality. Streaming is limited to one concurrent stream per DStv Login, and for Users who are also DStv Customers, each DStv Login is linked to one subscription.

1.8 "DStv Service" means the subscription-based broadcasting service comprising the packages and associated services, features, facilities and applications offered by MultiChoice made available through decoders, an application and a website and which allows the User to access and view content;

1.9 "DStv Territories" means any country in which MultiChoice or its Affiliate provides a MultiChoice Service to the general public;

1.10 "ECT Act" means the South African Electronic Communications and Transactions Act 25 of 2002, as amended from time to time;

1.11 "MultiChoice" we" or "us" means MultiChoice Operations (Pty) Ltd and any other person to which it may transfer its rights, obligations and interests in the terms of the Agreement;

1.12 "Package" means a set of audiovisual, audio and/or data material provided by MultiChoice or by Electronic Media Network Ltd, as the case may be;

1.13 "Subscription Agreement" means the agreement between MultiChoice and its customers, as amended from time to time, which sets out the terms and conditions on which the DStv Customer is authorised to access the DStv Service in exchange for payment of the applicable subscription fee;

1.14 "User" means a person who accesses and/or uses any of the services offered by DStv.

1.15 "Website" means the website located at <http://www.dstv.com>, <http://www.multichoice.com> or <http://www.mnet.co.za> or any other uniform resource locator (URL) used by us from time to time.

## **2 Introduction**

2.1 DStv provides a service through which Users can stream or temporarily download television shows, movies, video or audio clips and other audiovisual materials ("Content") by using an electronic Access Device which is capable of connecting to the internet, including personal computers, mobile phones, tablets, media players, smart TVs, decoders, gaming consoles and other similar devices.

2.2 These Terms and Conditions set out the contractual basis upon which MultiChoice will authorise the User to access and use the DStv App and/or Website for viewing of content. ("DStv Terms and Conditions").

2.3 The DStv App and/or Website are available to any User. All Users require a DStv Login. The Content, number of concurrent streams and Access Devices which can be used are based on the DStv Customer's active package (and services) and DStv Login. Streaming is limited to one concurrent stream per DStv Login, and for Users who are also DStv Customers, each DStv Login is linked to one subscription.

2.4 The viewing of Content shall be limited to DStv Territories. Access to the Content is limited to the Content of the country in which the DStv Customer's account is held regardless of where the DStv Customer and/or User is physically located. Content downloaded within the DStv Territories can be viewed anywhere in the world.

2.5 If the User is a DStv Customer, these DStv Terms and Conditions are in addition to the terms and conditions governing subscription to the MultiChoice Service ("Subscription Terms and Conditions"). If there is a conflict between any of these terms and conditions (that is, between Subscription Terms and Conditions and the DStv Terms and Condition), the DStv Terms and Conditions shall prevail.

2.6 You are not entitled to make any use of the DStv App and/or Website or the Content if you do not agree to these DStv Terms and Conditions. If you make any use of the DStv App and/or Website or the Content, this will mean that you agree to these DStv Terms and Conditions. If you do not agree to these DStv Terms and Conditions, you must immediately stop using the DStv App and/or Website and viewing the Content.

## **3 Eligibility to Access and Use DStv**

3.1 The DStv Service is available to DStv Customers and/or Users who access DStv on their Access Device in accordance with these Terms and Conditions.

3.2 MultiChoice may take measures, including technological measures, to ensure that it provides the service only to persons who meet the eligibility criteria in these Terms and Conditions.

3.3 You may only use the DStv App and/or Website to view Content if you comply with these DStv Terms and Conditions and:

3.3.1 you are a DStv Customer with a valid DStv Login; or

3.3.2 you are allowed by a DStv Customer to access or use the DStv App and/or Website.

3.4 The DStv Customer must ensure that all Users that access or use the DStv App and/or Website are aware of these DStv Terms and Conditions, agree to these DStv Terms and Conditions, and comply with these DStv Terms and Conditions.

3.5 All acts and omissions shall be treated as, and also be deemed to be the acts and omissions of the DStv Customer whose DStv Login details are used to access or use the DStv App and/or Website.

3.6 You must be 18 years of age or older to register for the DStv App and/or Website and you must not attempt to register for the DStv App and/or Website if you are not 18 years of age or older.

3.7 We reserve the right to refuse to let you register or use the DStv App and/or Website at our sole discretion. We may do this even if you complete the registration process and agree to these DStv Terms and Conditions.

3.8 We are in no way obliged to give reasons if we do not let you register or use the DStv App and/or Website.

## **4 Access Devices and Other Equipment and Facilities**

4.1 You are only entitled to make lawful use of the DStv App and/or Website to stream or download the Content through the methods permitted and intended by us.

4.2 The content, number of concurrent streams and Access Devices which can be used are based on the DStv Customer's active package (and services) and the DStv Login used to access the DStv Services.

4.3 In order to access and use the DStv App and/or Website, your Access Devices must meet the minimum technical specifications as set out on our Website. We will in no way be responsible for your inability to access the DStv App and/or Website due to limitations specific to your Access Devices.

4.4 You, at your own cost, are responsible for obtaining and maintaining the Access Devices, adequate and reliable internet access, and all information technology and telecommunication facilities, equipment, services, products, software, systems, materials, applications, platforms, and the like, ("Technology") needed to access the internet or to use the DStv App and/or Website, including installation of the DStv App and upgrading as and when new versions are released.

4.5 If an Access Device does not belong to you, you confirm and promise that you have obtained permission from the owner of the Access Device to download or stream the Content onto the relevant Access Device and to use the Access Device to receive and access the DStv App and/or Website.

4.6 We are not responsible for any internet access charges, service provider charges and data usage charges. These charges must be paid by you or the owner of the Access Device.

4.7 The quality of the DStv App and/or Website and the Content, and your ability to use the DStv App and/or Website and to stream or download the Content, including the time it takes to stream or download Content and associated costs, may be affected by various factors, such as your location, the bandwidth available, your Access Devices and their functionality or capabilities, the speed of your internet connection, the services provided by your service providers, and the communications facilities being used by you.

## **5 Restrictions and Changes to Content and/or DStv App and/or Website**

5.1 We may continuously update the DStv App and/or Website, including the Content. We reserve the right to:

5.1.1 make changes from time to time in how we offer, provide and operate the DStv App and/or Website and Content;

5.1.2 restrict access to Content to particular Users or choose whether to make available certain Content to any particular User at any particular time;

5.1.3 limit the number of programmes or temporary downloads of any part of the Content that can be made by you or through the DStv App;

5.1.4 limit the number of temporary downloads of a particular programme or part of the Content you may make or initiate, or which may be made or initiated through the DStv App;

5.1.5 limit the amount of times you can attempt to download a particular programme or part of the Content, where the downloading of the programme or part of the Content fails to complete because of poor internet connection or other technical problem;

5.1.6 implement Technologies and measures and take steps to remove and delete Content and downloads of Content from any Access Devices and render such Content and downloads unviewable;

5.1.7. use Technology and other means to monitor that you are complying with these DStv Terms and Conditions; and

5.1.8 implement Technologies and measures to encrypt and decrypt the Content and to protect the Content from unauthorised use and to control access to the Content.

5.1.9 Limit and change the number of concurrent streams, Access Devices, and Users.

5.2 The Content that may be available to view will vary across geographic locations and we reserve the right to limit certain Content to certain geographic locations.

5.3 You must not attempt to access restricted Content.

5.4 We reserve the right to implement Technologies, including geo-blocking technology. This includes any Technology that is able to limit, restrict or block any access and/or use by a person of any Content, product or service based on the geographical location of that person, and other measures in order to verify your geographic location and monitor that you are not accessing restricted Content from restricted geographic locations. You are not entitled to make any use of the DStv Services on the DStv App and/or Website or the Content if you do not agree to sharing of your location when using the DStv App and/or Website.

## **6 Permitted Use of DStv**

6.1 The User may access and use DStv only for the User's individual private, non-commercial use, and in accordance with these DStv Terms and Conditions.

6.2 The Content and all other materials or software which MultiChoice makes available are either owned by, or licensed to MultiChoice and/or MultiChoice Affiliates, and are protected by intellectual property law.

6.3 The User may not use DStv, its Contents, or any aspect thereof, in any manner that constitutes a violation of any law (including intellectual property law, and including statutory law and the common law), or an infringement of MultiChoice's rights (including the intellectual property rights) or those of MultiChoice Affiliates, MultiChoice licensors or any third party.

6.4 The User may not reproduce, modify, copy, transfer (to any person or onto any Device, whether corporeal or incorporeal), perform, transmit, broadcast, upload or redistribute the Contents, whether for the User's personal use or commercial gain. For the avoidance of any doubt, the User may view the Contents only on the Access Device which the User uses to access the DStv App and/or Website.

6.5 In relation to any systems which MultiChoice provides to the User, the User may not:

6.5.1 hack, modify, tamper, disassemble, decompile or reverse engineer the security of any digital rights management system or any other security or content protection systems used for or in relation to the provision of any service through DStv;

6.5.2 use Technology or other means to remove, disable, bypass, or circumvent any protection mechanisms or other Technology or identifying information contained on an Access Device.

6.5.3 sub-license, distribute, rent, sell or otherwise transfer them to any third party;

6.5.4 copy or reproduce the systems; or

6.5.5 circumvent or disable any technology features or measures in the systems;

6.5.6 use any Access Devices which have been "jailbroken" or "rooted";

6.5.7 access the DStv App and/or Website (including the Content) through any automated means, including through the use of "robots," "spiders," or "offline readers" (other than by individually performed searches on publicly accessible search engines for the sole purpose of, and solely to the extent necessary for, creating publicly available search indices - but not caches or archives - of the DStv App and/or Website or the Content and excluding those search engines or indices that host, promote, or link primarily to infringing or unauthorised content);

6.5.8 introduce any "viruses", "trojan horses", computer code, malware, instructions, devices or other materials that are designed to disrupt, disable, harm or otherwise impede in any manner the operation of any Access Device, Technology, services, data, storage media, programs, equipment or communications, or otherwise interfere with operations thereof ("Destructive Code") into the Content or the Technology used by DStv App and/or Website;

6.5.9 damage, disable, overburden, impair, or gain unauthorised access to the Content, the DStv App and/or Website;

6.5.10 remove, modify, disable, block, obscure or otherwise impair any advertising displayed on, or used in connection with, the DStv App (including the Content) or, the DStv App Website;

6.6 The User may not use DStv, or any of its services, in any manner that causes it or any aspect thereof to be interrupted or damaged.

6.7 The User may not receive or charge money, favours or other consideration for allowing any other person to use or access the DStv App and/or Website, the Content or your DStv Login (all of the above are called "Prohibited Acts").

6.8 If the User breaches these DStv Terms and Conditions, the User will be responsible for any loss, damage and expense which MultiChoice may suffer, or claims against MultiChoice that arise directly or indirectly from, or in relation to User's breach of these DStv Terms and Conditions.

## **7 Warranties, Limitations of Liability and Indemnities**

7.1 Subject to the provisions of s43(5) and s43(6) of the ECT Act, if applicable (or any other applicable local legislation within a country), and to any applicable provisions of the CPA (if applicable) and to the full extent permitted by Applicable Law:

7.1.1 MultiChoice makes no representations and give no warranties, whether expressly or implicitly, as to DStv and specifically-

7.1.1.1 that DStv will be tailored to meet the User's personal requirements or expectations; or

7.1.1.2 that the service will be uninterrupted or error free

7.2 Without limiting the generality of this clause, MultiChoice will not be responsible for any loss, liability or damage of any nature incurred by whomever and resulting directly or indirectly from:

7.2.1 any failure, delay or lack of ability within MultiChoice's operating platforms in the delivery of the Content or the accessing of DStv and/or its services; or

7.2.2 any loss (including loss of data), damage (including damage to the User's hardware and the User's Access Device), costs or expenses suffered or incurred by User directly or indirectly as a result of the User's failure to properly install the hardware or software, or due to any incompatibility of the User's Access Device with DStv or any of its services;

7.2.3 any negligent act or omission of MultiChoice or MultiChoice consultants, agents or employees.

7.3 MultiChoice will not be responsible for any loss, damage, costs or expenses suffered or incurred by the User due to factors beyond its reasonable control including, without limitation, Internet congestion, slow Internet connectivity, the operation of "cookies", temporary Internet files, firewalls, proxy servers, pop up blockers or other files/software on the User's Access Device. It is the User's responsibility to manage the User's hardware and to remove any impediments to the proper functioning of DStv and its services. The User is, however, cautioned against taking any steps which could render the User and/or the User's hardware (including the User's Access Device) vulnerable to any risks including, without limitation, viruses or spam, and the User do so at the User's own risk.

7.4 In providing the User this service, MultiChoice does not guarantee that it will always be able to provide the User with all the programming in the selected TV channels as this will depend on the rights acquired from Content providers from time to time.

7.5 We make no warranties or representations about the quality of your viewing experience, or the time it takes to stream or download Content, or the bandwidth or other data that will be required to stream or download Content or to use the DStv App and/or Website.

7.6 Any relaxation or indulgence which MultiChoice may show to the User at any time in regard to these DStv Terms and Conditions are without prejudice to, and does not constitute a waiver of, any rights MultiChoice may have, either in terms of these DStv Terms and Conditions or any Applicable Law.

## **8 Support**

Should the User experience any difficulties with any aspect of DStv, the User may contact MultiChoice in any manner indicated by MultiChoice on their websites from time to time.

## **9 Amendment of DStv Terms and Conditions**

MultiChoice reserves the right, in MultiChoice's sole discretion, to amend any of the provisions of these DStv Terms and Conditions from time to time. Each time the DStv Customer and/or User access the Services through DStv, the DStv Customer and/or User agree to be bound by DStv Terms and Conditions. If MultiChoice amend the DStv Terms and Conditions, MultiChoice will post the amended terms and conditions within DStv. The amended DStv Terms and Conditions will become effective immediately once they are posted within DStv, and any subsequent use of DStv and/or services will be governed by the new DStv Terms and Conditions. The DStv Customer and/or User is advised to regularly check these DStv Terms and Conditions for any amendments.

## **10 Termination of these DStv Terms and Conditions**

10.1 The User's failure to comply with these DStv Terms and Conditions constitutes a material breach of these DStv Terms and Conditions.

10.2 If the User becomes ineligible to access the Services, or breaches these DStv Terms and Conditions, MultiChoice may, without prejudice to any other remedy MultiChoice may have, terminate the DStv Customer and/or User's ability to access DStv and its services, and remove all Content stored on the DStv Customer's and/or User's Access Device. If, and to the extent that MultiChoice is required by any Applicable Law, or if MultiChoice otherwise consider it appropriate, MultiChoice will notify the User prior to exercising MultiChoice's rights in terms of this clause. If not, MultiChoice may exercise MultiChoice rights immediately.