

TERMS AND CONDITIONS FOR ACCESSING AND/OR USING THE WEBSITE (PLEASE NOTE IN PARTICULAR THE CLAUSES IN THESE TERMS AND CONDITIONS WHICH ARE IN RED AND BOLD, WHICH MIGHT LIMIT OUR RISK OR LIABILITY, REQUIRE YOU TO INDEMNIFY US OR TO ASSUME RISK AND LIABILITY FOR CERTAIN ISSUES, OR TO ACKNOWLEDGE CERTAIN FACTS)

Introduction

1. These Terms and Conditions are the general terms and conditions that apply to your access and use of the Website.

2. By accessing the Website, you agree that you have read, understood and agree to be bound by the Terms and Conditions which are posted on the Website at the time of such access and as amended from time to time.

3. Additional terms and conditions may apply to particular information, content, services, applications or any other aspect of the Website or to products and/or services provided by us ("Additional Terms").

4. No provision in these Terms and Conditions is to be interpreted or construed as excluding or waiving any rights which you may have in terms of the ECT Act, the CPA or any other applicable laws. Definitions and interpretation

5. In these Terms and Conditions the following terms will have the following meanings:

5.1 "Affiliate" in relation to MultiChoice means any person which is –

5.1.1 controlled by MultiChoice;

5.1.2 controls MultiChoice; or

5.1.3 is under common control with MultiChoice;

5.2 "CPA" means the Consumer Protection Act, 2009;

5.3 "Data message" has the meaning assigned to it in the ECT Act;

5.4 "ECT Act" means the Electronic Communications and Transactions Act, 2002;

5.5 "MultiChoice", "we" or "us" means MultiChoice Africa (Pty) Limited, a company registered in South Africa with registration number 1994/009083/07 and any other person (including any legal person) to which that company may transfer its rights, obligations and interest in terms of this Agreement;

5.6 "Registered User" means a person who has registered for access to the restricted pages on the Website;

5.7 "Subscription Agreement" means the agreement between MultiChoice and its Subscribers, as amended from time to time, which sets out the terms and conditions on which the Subscriber is authorised to access the DStv Pay TV service in exchange for payment of the applicable subscription fee;

5.8 "Terms and Conditions" means the terms and conditions set out in this document, as amended from time to time;

5.9 "Third Party Website" means any website which is not owned and/or controlled by MultiChoice;

5.10 "User" or "you" means a person who accesses or uses the Website; and

5.11 "Website" means the websites located at <http://www.multichoice.co.za>, <http://www.dstv.com> and any other URL used by us from time to time.

6. Any reference in the Terms and Conditions:

6.1 to the singular includes the plural and vice versa; and 6.2 to one gender includes the other gender.

Hardware, software and Internet access

7. It is your responsibility to acquire and maintain, at your expense, the computer hardware and software, telecommunications facilities and Internet access service ("IT facilities") in order to access and use the Website.

8. You must ensure, prior to accessing the Website at any time, that:

8.1 the Website is compatible with your IT facilities; and

8.2 your IT facilities are sufficient in order for you to access and use the Website.

9. We will not be responsible for your inability to access and/or use the Website, either optimally or at all, if you do not comply with clauses 7 and 8 of the Terms and Conditions.

10. You agree not to access, or attempt to access, the Website by any means other than through the interface that is provided by us.

Allowed use and licence

11. You may only access and use the Website, or any of the information or materials provided on the Website, in a lawful manner, for your private or educational purposes, and in accordance with the Terms and Conditions.

12. You may not access or use the Website, or any of the information or materials on the Website, for any commercial or other non private purposes ("commercial purposes") without our prior written consent.

Cost of Website access

13. Subject to these Terms and Conditions, you may access this Website for free. However, access to some or all of the pages on the Website may be restricted to Registered Users.

14. Notwithstanding clause 13, we may, in future, charge you to access and/or use the Website, or any aspect thereof, provided that we will give you prior notice of such change on the Website.

Caching

15. You may cache the Website provided that: 15.1 the purpose of the caching is to make the onward transmission/download of the content from the Website more efficient;

15.2 you do not modify, reproduce, interfere with the cached data/content in any manner whatsoever, or otherwise use the cached data/content in a manner not authorised by us in these Terms and Conditions; and

15.3 you update, or remove from your computer system, the cached data/content if we request you to do so.

Hyperlinks from Third Party Websites

16. We may provide hyperlinks to Third Party Websites. Such links do not necessarily imply any endorsement,

agreement with, or support for, the information on or content of those Third Party Websites.

17. We do not editorially control the information or content on those Third Party Websites and neither we nor our Affiliates will be responsible in any manner whatsoever, for your access, or inability to access, such Third Party Websites, or for any information or content made available on or through such Third Party Websites, or for any loss, liability or damage which you may suffer as a result of access to a Third Party Website through a link on the Website.

Hyperlinks to Website

18. Subject to these Terms and Conditions, you may hyperlink to the Website from another website.

19. When you hyperlink to the Website from another website, you do so at your own risk.

20. Any person who provides a hyperlink to the Website must meet the requirements in clauses 31.1 to 31.6.

Framing

21. No person may frame the Website in any manner without our prior written consent.

Searching

22. Other than bona-fide search engine operators and the use of the search facility provided on the Website no person may use, or attempt to use, any technology or applications (such as web crawlers, web spiders, robots, harvesting bots or scrapers) to search the Website for any purposes without our prior written consent.

User postings on Website

23. you may post your personal opinions, messages and ideas on the discussion forums on the Website.

24. You undertake not to post any information or content onto the Website that is, or may be, unlawful, defamatory, harassing, obscene, personal/commercial advertising/marketing material, profane, untrue, false, incorrect, misleading, infringes the privacy rights, intellectual property rights or any other rights or interests of ours, our Affiliates or of a third party, or is harmful in any way. Without limiting the generality of this clause, you agree that you will not upload, post or otherwise transmit any content that includes any of the following:

24.1 any personal information belonging to you or another person;

24.2 spam/unsolicited communications, including advertisements for other websites and/or services, chain letters, pyramid schemes, polls or petitions;

24.3 flooding the forum boards with excessive posts, meaningless posts, posts unrelated to the topic or padding posts;

24.4 discussions that veer off topic, are unrelated to resolving the issue at hand, are repetitive or campaigning, that promote products or services from other providers, or abuse any company, product or service;

24.5 unfounded or vexatious complaints about us, our Affiliates or our policies or practices;

24.6 attacks (including "Flaming") of another user in such a way as to incite or perpetuate arguments or conflict; creating usernames to attack other users' identities; impersonating other individuals or falsely representing one's identity or qualifications; posts made under secondary user names or other aliases for the purpose of either endorsing or denigrating others; posts that breach any participant's privacy by including that participant's personal information;

24.7 posting a link or otherwise directing other Website users to any information or content that, if posted on the Website would contravene these Terms and Conditions;

24.8 include URLs of third party websites which may contain offensive or unlawful material;

24.9 discussions regarding pending South African court cases;

24.10 advice that would result in a breach of any MultiChoice product or equipment warranties;

24.11 advice that would result in a breach of the Subscription Agreement or any of the Additional Terms;

24.12 advice that, if followed, could result in injury or harm.

25. We may manage the postings on the Website to provide an orderly presentation of this information, to ensure that postings comply with these Terms and Conditions, and for any other reason we consider appropriate, although we will have no obligation to do so.

26. We may modify, refuse to post or remove any content posted by you, although we will have no obligation to do so.

27. You are encouraged to report to us information or content on the Website that you believe contravenes clause 24.

28. To effectively manage the Website, we may designate employees or other persons to act as moderators and administrators for the Website ("Moderators"). You agree to comply with directions from us or the Moderators regarding your access to and use of the Website.

29. Notwithstanding the provisions of clause 27 and 28, we are not responsible for any information or content posted by your or third parties on the Website.

30. If you post any information or content onto the Website, you will be responsible for any loss, liability or damage that we or our Affiliates may suffer, directly or indirectly as a result of your posting to the Website.

Use of articles on Website of electronic clipping or personalised news services

31. You may, subject to these Terms and Conditions, use any of the articles on the Website in electronic clipping services or personalised news services only if such electronic clipping service or personalised news service:

31.1 does not copy or provide the entire article as it appears on the Website, but provides only a short, accurate description of the contents of the article;

31.2 provides a correct and functioning hyperlink to the article on the Website;

31.3 acknowledges the Website as the source of the content;

31.4 acknowledges writers, journalists, photographers and any other third parties as they are acknowledged

on the Website;

31.5 indicates the date on which the article was sourced from the Website; and

31.6 includes the following copyright notice: "© MultiChoice Africa (Pty) Ltd. All rights reserved".

Security

32. You may not, whether intentionally or negligently, do, or attempt to do, anything to interfere with or disrupt the Website, or compromise the security or stability of the Website, including, without limitation, by delivering, or attempting to deliver, any damaging code (such as computer viruses, worms and Trojan horses) or other damaging or destructive component to the Website, or the server and computer network that support the Website.

33. You must take all reasonable steps to prevent compromising the security and stability of the Website.

Privacy

34. The terms of our privacy policy are incorporated in these Terms and Conditions, and you agree to be bound by that policy as if its provisions have been included in these Terms and Conditions in full.

35. Our privacy policy is [available here](#).

Intellectual property rights and domain name use

36. All intellectual property on the Website, including but not limited to software, information, content, design elements, databases, text, graphics, drawings, images, icons, logos, trade names, service marks and hyperlinks, whether registered or not ("the intellectual property") is the property of, or is licensed to, us or our Affiliates.

37. These Terms and Conditions should not be construed as granting you any licence or right to use the intellectual property without our prior written consent.

38. Without limiting the scope of clause 37, you specifically undertake not to copy, reproduce, modify, reverse engineer, adapt, publish, sell, distribute, transmit, broadcast, disseminate, exploit, or in any other way unlawfully use the intellectual property, or any aspect thereof.

39. All our intellectual property rights are expressly reserved.

Disclosures required by s43 of ECT Act

40. MultiChoice makes the following disclosures required in terms of the ECT Act:

Full name and legal status:

Telephone number:

E-mail address:

MultiChoice Africa (Pty) Ltd

(011) 289-3000

enquiries@multichoice.co.za

Physical address:	251 Oak Avenue, Ferndale, Randburg, 2194, South Africa
Postal address:	PO Box 1502, Randburg, 2125, South Africa
Physical address for receipt of legal service:	251 Oak Avenue, Ferndale, Randburg, 2194, South Africa
Website address:	http://www.multichoice.co.za http://www.dstv.com
Main business:	Provision of a subscription broadcasting service
Registration number:	1994/009083/07
Office bearers (directors):	Mr FLN Letele, Ms C P Mack, Mr V Sgourdos
Alternative dispute resolution:	Please refer to clauses 70 to 73 of these Terms and Conditions.
Description of products/services offered on Website:	Please refer to the page of the Website describing the products/services offered.
Price of products/services offered on Website:	Please refer to the page of the Website describing the products/services offered.
Manner of payment	Please refer to the page of the Website describing the payment options.
Time within which products will be dispatched/delivered or services rendered	Please refer to the terms and conditions applicable to specific products/services and the page of the Website describing the products/services offered.
Record of the transaction	We will provide you, via the Website or by e-mail, with a written record of each transaction to the e-mail address provided by you when registering on the Website, as amended by you from time to time. You may also obtain a written record of the transaction on the self-service section of the Website.
Return, exchange and refund policies:	If this Website fails to comply with the requirements in the ECT Act, you may cancel such transaction within 14 days of receipt of the products and be refunded, upon return of the products, for all payments made, less the direct cost of returning the products, provided that we receive the returned products unused, in their original condition, and in their original packaging. This paragraph applies only to transactions concluded on the Website. Notwithstanding the above, subscription to the DStv Pay TV service is governed by the Subscription Agreement. Subject to applicable laws, we do not accept returns, or issue exchanges or refunds where the products/services are (amongst others) not capable of being

Cooling-off:	<p>returned and/or in respect of products which were opened by you/services which began with your consent or where it is not possible for us to determine whether you opened or used the products/services.</p> <p>Please refer to the terms and conditions applicable to specific products/services for further detail on return, exchange and refund policies.</p> <p>If and to the extent that s42(2) of the ECT Act applies, if you conclude a transaction through this Website, you will have a 7 day cooling-off period.</p> <p>If and to the extent that s16 of the CPA applies, if you conclude a transaction through this Website as a result of any direct marketing by us, you will have a 5 day cooling-off period.</p>
Security procedures in respect of payment and payment information	<p>We will utilise a payment system that is sufficiently secure with reference to accepted technological standards at the time of the transaction and the type of transaction concerned. If we fail to do so, you may exercise your rights in terms of s43(6) of the ECT Act.</p>

41. This information is subject to change from time to time.

Disclaimers

42. In clause 44, references to MultiChoice, "we", or "us" includes our directors, officers, employees, agents, representatives, intermediaries and Affiliates.

43. Information, ideas and opinions expressed on the Website should not be regarded as our professional advice or official opinion, and you are encouraged to obtain professional advice before taking any course of action related to the information, ideas or opinions provided on the Website.

44. Subject to the provisions of s43(5) and s43(6) of the ECT Act, if and to the extent applicable, and to any applicable provisions of the CPA, and to the full extent permitted by law:

44.1 We make no representations and give no warranties, whether expressly or implicitly, as to the Website or the information provided on the Website, and specifically, but without limitation, make no representations and give no warranty:

44.1.1 that the Website will be tailored to meet your personal requirements or expectations;

44.1.2 of the time within which the Website will be updated, or that access to the Website will be uninterrupted or error-free; or

44.1.3 that the information provided on the Website will be true, complete, accurate or reliable.

44.2 We will not be responsible, and disclaim all liability, for any loss, liability, injury, expense or damage (whether direct, indirect, incidental, punitive or consequential) of any nature, arising from negligence, and which is suffered by any person who accesses, uses or relies on the Website. Without limiting the generality of this clause, we will not be responsible for any loss, liability or damage of any nature incurred by whomever and resulting directly or indirectly from:

44.2.1 access to the Website;

44.2.2 inability to access, or delays or difficulty in accessing, the Website, to the extent that such inability, delay or failure results from causes beyond our reasonable control;

44.2.3 access to any websites linked to the Website;

44.2.4 inability to access, or delays or difficulty in accessing, any websites linked to the Website;

44.2.5 access to, use of, or reliance on information or content available on the Website;

44.2.6 without limiting the scope of clause 44.2.7, any content posted by third parties on the Website;

44.2.7 services available from the Website;

44.2.8 our delay or failure to fulfil our obligations under these Terms and Conditions to the extent that such delay or failure results from causes beyond our reasonable control; or

44.2.9 any negligent act or omission of ours or our consultants, agents or employees.

Offer and acceptance

45. By advertising any products/services on the Website, we invite you to make an offer to acquire the relevant products/services.

46. In the event that you make an offer, we may accept the offer, in which case we will take additional positive action to demonstrate our intention to accept the offer.

Product details and changes thereto

47. Prior to making any decisions or entering into any agreements or transactions, you should confirm the relevant details, such as the nature, description, content and cost of the products and services (e.g. subscription fees, equipment, cost of hardware, bouquet structures) via the MultiChoice Call Centre.

48. We also draw to your attention that our products and services (and any aspect thereof, including the nature, content, features and pricing) are subject to change from time to time. The updated details will appear on the Website from time to time.

Pricing

49. The prices for the various products and services we offer are specified on the Website and are subject to change. We will display the updated prices on the Website from time to time.

50. Reference to a "subscription price" or "subscription fee" on the Website means the subscription fee, including VAT, but excluding any hardware used to access any service provided by us and the installation of that hardware, and insurance.

51. The following terms used in relation to decoder prices will have the following meaning wherever they appear on this Website:

51.1 "Fully installed" means the price of the decoder, satellite reception equipment, cabling and the labour for installation ; and

51.2 "Stand alone" means the price of the decoder only.

52. All decoder prices quoted on the Website are recommended retail prices and exclude insurance and subscription fees.

Time, place, manner and attribution of data messages

53. The parties agree to the following:

53.1 Data messages addressed by you to us will be deemed to have been received by us only if we respond thereto or acknowledge receipt thereof.

53.2 Data messages addressed by us to you will be deemed to be received by you when the complete data message enters an information system designated or used by you for that purpose and is capable of being retrieved and processed by you.

53.3 Data messages addressed by you to us or vice versa will be deemed to have been created and sent from Johannesburg, South Africa.

53.4 Authentication methods such as electronic signatures or encryption techniques are not required for purposes of communications between you and us.

53.5 Any data messages that are sent by you to us from a computer, IP address or mobile device normally used by or owned by you will be deemed to have been sent to us by you, or on your behalf by a person duly authorised by you.

Amendment and termination

54. You agree that we may from time to time:

54.1 change these Terms and Conditions;

54.2 vary the information, content, services, applications or any other aspect of the Website;

54.3 discontinue any aspect of the Website or information, content, services and applications on the Website;

and

54.4 change the IT facilities required to access and use the Website or the information, content, services and applications on the Website.

55. Such a change will not affect our or your rights and obligations in respect of a transaction or agreement between us which is already complete at the time of such change.

56. All permissions granted in these Terms and Conditions are provided on a non-exclusive and non-transferable basis.

57. We may terminate the Website, or any aspect thereof, at any time.

58. Clauses 34 and 35 concerning our privacy policy, clauses 36 to 39 concerning our intellectual property, and the provisions of clause 44 will survive the termination of these Terms and Conditions for any reason whatsoever.

Entire agreement and variation

59. These Terms and Conditions, as amended by us from time to time, constitute the entire agreement between us and you in relation to its subject matter and supersede any previous agreement between you and us.

60. In the event that any provision detailed herein is found to be unenforceable or invalid for any reason, such terms or conditions will be severable from the remaining terms and conditions, and the remaining terms and conditions will remain enforceable and applicable.

Communications

61. When you register on the Website, we will check our systems to confirm whether you have requested not to receive communications from us regarding our products and/or services. If you do not wish to receive such communications from us, please call our call centre or use the "unsubscribe" options set out in any direct marketing communications which we send you.

Consumer rights

62. We draw to your attention that you may be entitled to certain consumer rights in terms of the ECT Act and/or the CPA and other applicable laws.

63. No provision of these Terms and Conditions is to be interpreted or construed as excluding, limiting or waiving any rights which you may have, or avoiding any obligation which we may have, in terms of the ECT Act, the CPA or any other applicable laws, whether in South Africa or any other country having jurisdiction (unless such laws permit the parties to agree otherwise).

Applicable and governing law

64. The Website is hosted, controlled and operated from the Republic of South Africa.

65. These Terms and Conditions are subject to, and will be interpreted, implemented and enforced in terms of the laws of the Republic of South Africa.

66. Subject to clauses 70 to 73, the parties consent to the jurisdiction of the Magistrate Courts in respect of all proceedings arising out of or pursuant to these Terms and Conditions. The parties may, in their discretion, institute any proceedings arising out of or pursuant to these Terms and Conditions in any division of the High Court of South Africa having jurisdiction.

Legal costs

67. We will not be responsible for any costs incurred by you to obtain professional advice relating to these Terms and Conditions.

Breach

68. Without prejudice to any other rights we may have, we may claim damages from any person who contravenes these Terms and Conditions and as a result of which we suffer any loss, liability, harm or damage.

69. Any relaxation or indulgence which we may show to you from time to time or any failure by a party to exercise or enforce any right or provision of these Terms and Conditions is without prejudice to and does not constitute a waiver of any right or provision either in these Terms and Conditions or any law. No waiver will be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

Resolution of disputes

70. If we are unable to resolve a dispute between you and us concerning the interpretation or application of these Terms and Conditions, any party who wishes to pursue that dispute may, subject to these Terms and Conditions, and without prejudice to any other remedy that such party may have, refer the dispute to arbitration in terms of the expedited rules of the Arbitration Foundation of Southern Africa.

71. Such arbitration proceedings shall be conducted in Johannesburg in English.

72. The arbitration ruling will be final and the unsuccessful party will pay the costs of the successful party on an attorney and own client scale.

73. The expedited rules of the Arbitration Foundation of Southern Africa may be downloaded from the following website: <http://www.arbitration.co.za>

Amendment of Terms and Conditions

74. We may amend the Terms and Conditions from time to time.

75. If we amend the Terms and Conditions, we will post the amended terms and conditions on the Website.

76. Subject to clause 78, the amended Terms and Conditions will become effective immediately once they are posted on the Website, and any subsequent use of the Website will be governed by the Terms and Conditions effective at the time of such access and use.

77. Each time you access the Website you agree to be bound by the version of the Terms and Conditions posted on the Website at the time. You are advised to regularly check these Terms and Conditions for any amendments.

78. If we amend the Terms and Conditions, the amendment will not affect any transaction already in force between you and us at the time of the coming into operation of the amendment, or any rights or obligations which you or we may have in terms of an existing transaction.

TERMS AND CONDITIONS FOR ACCESS TO AND USE OF THE DStv ON DEMAND FACILITY (PLEASE NOTE IN PARTICULAR THE PARAGRAPHS IN THE TERMS AND CONDITIONS WHICH ARE IN RED AND BOLD, WHICH MIGHT LIMIT OUR RISK OR LIABILITY, REQUIRE YOU TO INDEMNIFY US OR TO ASSUME

RISK AND LIABILITY FOR CERTAIN ISSUES, OR TO ACKNOWLEDGE CERTAIN FACTS)

Introduction

1. The DStv On Demand Facility enables DStv Premium Subscribers to view selected programming that has been broadcast on the DStv Premium Bouquet, by means of the Streaming or temporary Download to your computer, for a limited period of time after the linear broadcast of that programming on the DStv Premium Bouquet.
2. The terms and conditions on which we authorise you to access and use the DStv On Demand Facility via the Website are set out below.
3. By accessing and using the DStv On Demand Facility, you agree to be bound by the Terms and Conditions which are posted on the Website at the time of such access and use, and as amended from time to time.
4. These Terms and Conditions are in addition to the terms and conditions of the Subscription Agreement and the Website Terms and Conditions. If there is a conflict between –
 - 4.1 these Terms and Conditions and the Subscription Agreement, then the provisions of the Subscription Agreement will prevail; or
 - 4.2 these Terms and Conditions and the Website Terms and Conditions, then the provisions of these Terms and Conditions will prevail.
5. No provision of these Terms and Conditions is to be interpreted or construed as excluding, limiting or waiving any rights which you may have in terms of the ECT Act or the CPA.

Interpretation

6. In these Terms and Conditions the following terms will have the following meanings -
 - 6.1 "Affiliate" in relation to MultiChoice means any person which is –
 - 6.1.1 controlled by MultiChoice;
 - 6.1.2 controls MultiChoice; or
 - 6.1.3 is under common control with MultiChoice;
 - 6.2 "Content" means audio and/or audiovisual programming which was previously broadcast on the linear DStv Premium Bouquet, which is selected and made available by MultiChoice for subsequent viewing by DStv Premium Subscribers using the DStv On Demand Facility;
 - 6.3 "CPA" means the Consumer Protection Act, 2008;
 - 6.4 "Download" means to transfer and store Content onto your Equipment for subsequent access and use;
 - 6.5 "DStv On Demand Desktop Player" means software developed by us which you are required to install on your Equipment in order to download and/or view the Content on the DStv On Demand Facility;
 - 6.6 "the DStv On Demand Facility" means the facility, including the associated Content, Systems and features

on the Website which enables you to view, by means of the Streaming or temporary Download to your Equipment, selected programming for a limited period of time after the linear broadcast of that programming on the DStv Premium Bouquet;

6.7 "DStv Premium Bouquet" means the package of audiovisual and audio channels on the DStv Service referred to as such by us, and includes any bouquet which we determine should replace that bouquet from time to time;

6.8 "DStv Premium Subscriber" means a natural person who has subscribed to the DStv Premium Bouquet for his or her private use;

6.9 "DStv Service" means one or more bouquets and the associated services, features, facilities and applications provided by MultiChoice to its subscribers in terms of the Subscription Agreement;

6.10 "ECT Act" means the Electronic Communications and Transactions Act, 2002;

6.11 "Equipment" means the computer which you use to access and use the DStv On Demand Facility;

6.12 "MultiChoice", "we" or "us" means MultiChoice Africa (Pty) Ltd, a company registered in South Africa with registration number 1994/009083/07, and any other person (including any legal person) to which that company may transfer its rights, obligations and interests in terms of this Agreement;

6.13 "Stream" or "Streaming" means to transfer Content via the Internet from the Website to your Equipment in a unicast mode so that the Content is received and processed in a steady Stream intended for real-time viewing (other than delays caused by "buffering" interruptions) and is not intended to be copied, stored, Downloaded, or redistributed by the user;

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

6.15 "Systems" means the DStv On Demand Desktop Player and any other computer systems, software or applications which we may use or consider necessary for or associated with the provision of the DStv On Demand Facility;

6.16 "Terms and Conditions" means the terms and conditions set out herein, as amended from time to time;

6.17 "user" or "you" means a DStv Premium Subscriber who accesses or uses the DStv On Demand Facility on the Website;

6.18 "Website" means the website located at www.dstvondemand.com and any other URL used by us to provide the DStv On Demand Facility from time to time; and

6.19 "Website Terms and Conditions" means the general terms and conditions for accessing and/or using the Website.

Eligibility to access and use the DStv On Demand Facility

7. The DStv On Demand Facility is available only –

7.1 to a DStv Premium Subscriber whose subscription is active and fully paid at the time of accessing and using the DStv On Demand Facility;

7.2 after you have registered to use the Website and the DStv On Demand Facility in accordance with

paragraphs 18 to 22;

7.3 if and for as long as you are physically located within the Republic of South Africa at the time of accessing and using the DStv On Demand Facility; and

7.4 if you agree to be bound by these Terms and Conditions, and comply with them.

8. We may take measures, including technological measures, to ensure that we provide the DStv On Demand Facility only to persons who meet the eligibility criteria in paragraph 7 above.

Content on the DStv On Demand Facility

9. We may, in our sole discretion, select and determine the Content which will be available for viewing on the DStv On Demand Facility from time to time.

10. The selected Content on the DStv On Demand Facility will be available for viewing on the DStv On Demand online platform –

10.1 only after the linear broadcast of that Content on the DStv Premium Bouquet; and

10.2 for a limited period of time after the first linear broadcast of that Content on the DStv Premium Bouquet ("the Validity Period").

11. You will have no right or expectation that any particular programming will be available for viewing using the DStv On Demand Facility, regardless of whether or not that particular Content has been broadcast on the DStv Premium Bouquet.

12. Some Content may be available for Streaming but not for Download, or vice versa.

Minimum technical specifications

13. In order to access and use the DStv On Demand Facility you must, at your own cost meet our minimum technical specifications as set out on the Website from time to time.

14. Without limiting the generality of paragraph 13 above, you must, at your own cost –

14.1 acquire access to, install and maintain, the specified hardware (including the Equipment), software (including the DStv On Demand Desktop Player), applications and telecommunications facilities, and have put in place the correct settings; 14.2 obtain broadband Internet access from a service provider of your choice;

14.3 meet our recommended minimum bandwidth specifications in order for you to Stream and/or Download Content;

14.4 ensure that you have sufficient Download capacity available on your Equipment;

14.5 maintain the required hardware (including the Equipment), Systems, software, telecommunications facilities and Internet access services.

15. You must ensure, prior to accessing and using the DStv On Demand Facility at any time, that –

15.1 your Equipment is capable of receiving the Content and/or has the requisite applications, software,

settings and/or bandwidth to receive that Content, and that you meet the minimum specifications set out on the Website and in paragraph 14 above; and

15.2 the items referred to above are compatible with the DStv On Demand Facility, and sufficient for that purpose.

16. We will not be responsible for -

16.1 any failure or delay in the delivery of the content, or

16.2 any loss (including loss of data), damage (including damage to your hardware and your Equipment), costs or expenses suffered or incurred by you, directly or indirectly as a result of your failure to meet the Systems requirements, to properly install the hardware or software, or due to any incompatibility of your Equipment with the DStv On Demand Facility.

17. We will not be responsible for any loss, damage, costs or expenses suffered or incurred by you due to factors beyond our 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 your equipment. It is your responsibility to manage your hardware and Systems to remove any impediments to the proper functioning of the DStv On Demand Facility. You are, however, cautioned against taking any steps which could render you and/or your hardware (including your Equipment) and/or Systems vulnerable to any risks including, without limitation, viruses or spam, and you do so at your own risk.

Website registration

18. In order to access and use the DStv On Demand Facility, you must register for the DStv On Demand Facility by completing the electronic registration form provided on the Website.

19. When completing the electronic registration form, you will be required to -

19.1 provide us with the information which we require including, without limitation your name, e-mail address, and DStv smartcard and/or DStv account number;

19.2 create a username and password; and

19.3 accept these Terms and Conditions.

20. It is your responsibility to ensure that you have provided us with accurate and complete information as stipulated in the electronic registration form or in any other request made by us. Your registration will be rejected if you do not complete all of the steps in the registration process.

21. Once you have registered for access to the DStv On Demand Facility, we will send you an e-mail containing a link to verify your email address. As soon as possible after you have accessed that link, your registration will be verified and, thereafter, we will authorise you to access and use the DStv On Demand Facility.

22. You are solely responsible for keeping all your registration and access details (including your username and password) private and secure in order to prevent unauthorised access to and use of the DStv On Demand

Facility by third parties.

Access to and use of the DStv On Demand Facility

23. You must enter your username and password (log on to the Website) every time you wish to access and use the DStv On Demand Facility.

24. Once you have logged on you will be able to browse a list of the Content available at the time and the applicable Validity Periods ("the Catalogue").

25. During the Validity Period you may select Content that you wish to view from the Catalogue, by way of Streaming and/or Download to your Equipment.

26. It is your responsibility to satisfy yourself, prior to accessing Content on the DStv On Demand Facility, that the Content meets your individual requirements.

27. Certain Content which is available on the DStv On Demand Facility may be subject to age restrictions, contain strong language or other material which may offend sensitive viewers, or be inappropriate for younger users. We will attempt to inform you of such Content. It is, however, your responsibility to heed those warnings and to act responsibly.

Duration and expiry of Content on the DStv On Demand Facility

28. The Content will be available for the Validity Period indicated on the Website from time to time.

29. During the Validity Period, you may view the relevant Content as often as you wish.

30. At the expiry of the relevant Validity Period, regardless of whether or not you have wholly or partially viewed the particular Content, and regardless of whether you are viewing the particular Content at the time -

30.1 that Content will no longer be available for viewing on the DStv On Demand Facility, either by way of Streaming or Download;

30.2 your viewing of that Content will be terminated;

30.3 if you had Downloaded that Content, we will, in an automated manner, and without notice to you, delete that Content from your Equipment. You may, at any time, view the expiry date and time within the DStv On Demand Desktop Player or, if you Streamed the Content, on the "play" page on the Website.

31. If you Stream the Content, your Streaming session may be terminated prior to the expiry of the relevant Validity Period:

31.1 If you do not select the "Remember Me" function when you log on to the Website, then your Internet

session will expire if you pause your viewing of the relevant Content or there is no other activity on the Website for 90 continuous minutes.

31.2 If you select "Remember Me" when logging on to the Website, you will remain logged on to the Website (even if you pause your viewing or there is no other activity on the Website) –

31.2.1 for 30 days;

31.2.2 until you log off the Website; or

31.2.3 until you log on to the Website from different Equipment, in which event you will be automatically logged off from your Internet session using the prior Equipment because the DStv On Demand Facility applies a single sign-on system which will not permit you to be logged on to the Website using two sets of Equipment simultaneously, whichever occurs first.

31.3 Regardless of whether or not you have selected "Remember Me", your viewing will be interrupted if you refresh the Web page or if you navigate away from it. In order to view the Content that was interrupted, you will need to re select that Content, reload it and replay it from the beginning, and search for the point at which your viewing was interrupted. MultiChoice's obligations

32. Subject to you complying with these Terms and Conditions, our authorising you to have access to the DStv On Demand Facility will continue until terminated by either you or us in terms of these Terms and Conditions.

Your obligations

33. Subject to these Terms and Conditions, you must –

33.1 ensure that your personal information which you provided to us during the registration process is always accurate, current and complete. You can change your personal details, including your username and password, at any time by logging on to the Website and accessing your user profile, or in any other manner which we make available from time to time;

33.2 inform us within 24 hours if you suspect or become aware that a third party has obtained access to your username and password, or if you suspect unauthorised use of the DStv On Demand Facility, your username and password and/or your DStv subscription; and

33.3 take all reasonable steps to prevent the viewing of Content by children below the prescribed age restriction or sensitive or younger users.

Cost of the DStv On Demand Facility

34. We provide the DStv On Demand Facility at no charge to a DStv Premium subscriber. However, we reserve the right to charge a fee for the DStv On Demand Facility in the future. In that event, will notify you on the Website in advance of such charge.

35. You must pay for any data or other charges levied by any service provider in order for you to use the DStv On Demand Facility.

Permitted use of the DStv On Demand Facility

36. You may access and use the DStv On Demand Facility only for your individual private, non commercial use, and in accordance with these Terms and Conditions.

37. The Content, Systems and all other materials or software which we make available to you on the DStv On Demand Facility are either owned by, or licensed to, us and/or our Affiliates, and are protected by intellectual property law.

38. You may not use the DStv On Demand Facility, 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 our rights (including the intellectual property rights) or those of our Affiliates, our licensors or any third party.

39. You may not reproduce, modify, copy, transfer (to any person or onto any device, whether corporeal or incorporeal), perform, transmit, broadcast, upload, or redistribute the Content, whether for your personal use or commercial gain, or commercially exploit the Content in any manner whatsoever. For the avoidance of any doubt, you may view the Content only on the Equipment to which you elected to have it Streamed or onto which you elected to have it Downloaded using the DStv On Demand Facility.

40. In relation to any Systems which we provide to you, you may not -

- 40.1 modify, disassemble, decompile or reverse engineer these Systems;
- 40.2 sublicense, distribute, rent, sell or otherwise transfer them to any third party;
- 40.3 copy or reproduce the Systems; or
- 40.4 circumvent or disable any technology features or measures in the Systems.

41. You may not hack, reverse engineer, decompile, modify, tamper with or otherwise compromise 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 the DStv On Demand Facility.

42. You may not use the DStv On Demand Facility in any manner that causes the DStv On Demand Facility or any aspect thereof to be interrupted or damaged, or which harms us or the DStv On Demand Facility in any manner whatsoever.

43. If you breach these Terms and Conditions, you will be responsible for any loss, damage and expense which we may suffer, or claims against us which arise, directly or indirectly, from or in relation to your breach of these Terms and Conditions.

Amendment and variation of the DStv On Demand Facility

44. We reserve the right, at any time, to -

44.1 limit or deny access to the DStv On Demand Facility, or any aspect thereof, for any reason which we consider reasonably necessary for any purpose related to our business including, without limitation, in order to support the provision, operation, maintenance and security of the DStv On Demand Facility and/or the DStv Service, or any aspect thereof, and for purposes of performing any upgrade, repair or maintenance services;

44.2 change the DStv On Demand Facility, or any aspect thereof; or

44.3 discontinue the DStv On Demand Facility.

45. Our conduct in terms of paragraph 44 will not affect our or your rights and obligations in respect of a transaction which is already complete at the time of such conduct.

Warranties, limitations of liability and indemnities

46. Subject to the provisions of s43(5) and s43(6) of the ECT Act, if applicable, and to any applicable provisions of the CPA and to the full extent permitted by law:

46.1 We make no representations and give no warranties, whether expressly or implicitly, as to the DStv On Demand Facility and specifically, but without limitation, make no representations and give no warranty -

46.1.1 that the DStv On Demand Facility will be tailored to meet your personal requirements or expectations; or

46.1.2 that the DStv On Demand Facility will be uninterrupted or error-free.

46.2 We will not be responsible, and disclaim all liability, for any loss, liability, injury, expense or damage (whether direct, indirect, incidental, punitive or consequential) of any nature arising from negligence and which is suffered by any person who accesses, uses or relies on the DStv On Demand Facility. Without limiting the generality of this paragraph, we will not be responsible for any loss, liability or damage of any nature incurred by whomever and resulting directly or indirectly from:

46.2.1 the inability to access or difficulty in accessing, the DStv On Demand Facility to the extent that such delay or failure results from causes beyond our reasonable control;

46.2.2 access to, use of, or reliance on Content available on the DStv On Demand Facility;

46.2.3 our delay or failure to fulfill our obligations under these Terms and Conditions to the extent that such delay or failure results from causes beyond our reasonable control; or

46.2.4 any negligent act or omission of ours or our consultants, agents or employees.

Support

47. Should you experience any difficulties with any aspect of the DStv On Demand Facility, you may contact us by sending an e mail to support@dstvondemand.com or in any other manner indicated by us on the Website from time to time.

Communications

48. When you register on the Website, we will check our systems to confirm whether you have requested not to receive communications from us regarding our products and/or services. If you do not wish to receive such communications from us, please send an e-mail to webmaster@multichoice.co.za or use the "unsubscribe" options set out in any direct marketing communications which we send you.

Consumer rights

49. We draw to your attention that you may be entitled to certain consumer rights in terms of the ECT Act and/or the CPA and other applicable laws, which are not necessarily set out in these Terms and Conditions, but with which we will comply if and to the extent applicable. Copies of the ECT Act and the CPA are available at <http://www.info.gov.za/view/DownloadFileAction?id=68060> and <http://www.info.gov.za/view/DownloadFileAction?id=99961>.

50. The disclosures which are required in terms of section 43 of the ECT Act can be found in these Terms and Conditions, in the Website Terms and Conditions and on the Website www.dstv.com.

51. You may, if and to the extent applicable, cancel an electronic transaction without reason and without penalty and receive a full refund in terms of s44 of the ECT Act within 7 days after the date of the receipt of products or, in respect of services, within 7 days after the date of the conclusion of the agreement ("the cooling off provisions"). If you wish to exercise those rights, you must –

51.1 inform us in writing;

51.2 return the products to us as soon as reasonably practicable, and at your own cost;

51.3 take care of the products whilst they are in your possession.

52. No provision of these Terms and Conditions is to be interpreted or construed as-

52.1 excluding, limiting or waiving any rights which you may have, or avoiding any obligation which we may have, in terms of the ECT Act, the CPA or any other applicable laws, whether in South Africa or any other country having jurisdiction (unless such laws permit the parties to agree otherwise); or

52.2 limiting or exempting us from liability as a supplier for any loss directly or indirectly attributable to our gross negligence or that of any person acting for or controlled by us.

Amendment of Terms and Conditions

53. We may amend the Terms and Conditions from time to time.

54. If we amend the Terms and Conditions, we will post the amended terms and conditions on the Website.

55. Subject to paragraph 57, the amended Terms and Conditions will become effective immediately once they are posted on the Website, and any subsequent use of the Website will be governed by the Terms and

Conditions effective at the time of such access and use.

56. Each time you access the Website you agree to be bound by the version of the Terms and Conditions posted on the Website at the time. You are advised to regularly check these Terms and Conditions for any amendments.

57. If we amend the Terms and Conditions, the amendment will not affect any transaction already in force between you and us at the time of the coming into operation of the amendment, or any rights or obligations which you or we may have in terms of an existing transaction. Termination of these Terms and Conditions

58. Your failure to comply with these Terms and Conditions constitutes a material breach of these Terms and Conditions.

59. If you become ineligible to access the DStv On Demand Facility, or breach these Terms and Conditions, we may, without prejudice to any other remedy we may have, terminate your ability to access the DStv On Demand Facility and remove all Content downloaded onto your Equipment using the DStv On Demand Facility. If and to the extent that we are required by any law, or if we otherwise consider it appropriate, we will notify you prior to exercising our rights in terms of this paragraph. If not, we may exercise our rights immediately.

60. You may cancel your Website registration in the manner provided on the Website at any time. General

61. These Terms and Conditions, as amended from time to time, constitute the entire agreement between you and us in relation to its subject matter and supersede any previous agreements between you and us.

62. Any relaxation or indulgence which we may show you at any time in regard to these Terms and Conditions is without prejudice to, and does not constitute a waiver of, any rights we may have, either in terms of these Terms and Conditions or any law.

63. If any provision in these Terms and Conditions is found to be wholly or partly unenforceable or invalid, for any reason, then these Terms and Conditions will be severable in respect of the provisions in question to the extent of their invalidity or unenforceability, and the remaining terms and conditions will remain in full force and effect.

64. Where these Terms and Conditions prohibit you from any conduct, you are also prohibited from attempting that conduct, or permitting, promoting, facilitating or condoning any other person doing so.

65. We may cede our rights in terms of these Terms and Conditions to any person without your prior written consent. We may transfer/assign our obligations under these Terms and Conditions to any person without your consent, provided that if such transfer/assignment is to your detriment, we will obtain your prior consent. You may

not cede any of your rights and/or transfer/assign any of your obligations under these Terms and Conditions to any person without our prior written consent.

66. These Terms and Conditions are subject to and will be interpreted, implemented and enforced in terms of the laws of South Africa.

67. You consent to the jurisdiction of the Magistrate's Court in respect of all proceedings arising out of or with these Terms and Conditions. We may, in our discretion, institute any proceedings arising out of or pursuant to these Terms and Conditions in any Division of the High Court of South Africa having jurisdiction.

68. We choose the following address for the service of all notices and processes arising out of these terms and conditions: 251 Oak Avenue, Randburg, 2125, Gauteng, South Africa.

69. You choose, as your address for the service of all notices and processes arising out of these Terms and Conditions the physical address supplied by you when registering on the Website, as amended by you from time to time.