

DStv Internet SUBSCRIBER TERMS AND CONDITIONS

Thank you for choosing DStv Internet

Please read these Terms & Conditions ("T&Cs"), which contain important information about your relationship with DStv Internet, including your use of the Network Services which Network Services are provided by our Host Network Operator, MTN.

1. Definitions:

All terms and definitions have the meanings assigned to them in the MultiChoice General Terms and the following terms apply to this document alone:

- 1.1. **"Bill Cycle"** means the date of your payment and monthly allocation
- 1.2. **"CPA"** means the Consumer Protection Act No. 68 of 2002.
- 1.3. **"Customer"** or **"Client"** means a South African citizen or a person with a valid identity document or passport, 18 years or older.
- 1.4. **"Device"** means any device approved by MultiChoice or MTN from time to time.
- 1.5. **"Fixed Wireless Services"** means LTE as a bearer is a best effort, internet service delivered across the LTE network to a fixed location, such as an office building and /or home location, to whom the MultiChoice sells Data Services, using the Fixed Wireless Service.
- 1.6. **"General Terms"** means Mutlichoces' Terms and Conditions available at https://www.MultiChoice.com/site/page/terms_and_conditions/category/general_terms.
- 1.7. **"Grace Days"** means a period in days that a Client's service will continue past their monthly payment due date without receipt of payment.
- 1.8. **"Migration"** means the Clients decision to change their Service Package from their current choice.
- 1.9. **"Monthly Allocation"** means the commencement value of the Client's Data balance at the commencement of each bill cycle according to the Client's selected Service package.
- 1.10. **"MTN"** means MOBILE TELEPHONE NETWORKS (PROPRIETARY) LIMITED Registration No. 1993/001436/07 but may refer to MTN, Mobile Telephone Networks, MTN SA, MTN Group, MTN (PTY) LTD, or any other trading name or subsidiary associated with this entity.
- 1.11. **"MultiChoice"** means MultiChoice Support Services (Proprietary) Limited, Registration No. 2007/014131/07.
- 1.12. **"Promotion"** or **"Promotion Package"** means any promotion or promotion package offered by MultiChoice on this Service as further set out in clause 6 and 11
- 1.13. **"Service Packages"** means the data Service Packages offered by MultiChoice.
- 1.14. **"SIM-Card"** or **"SIM"** the Subscriber Identity Module allocated to a user to gain access to the network and has the meaning given to it in RICA.
- 1.15. **"Top-up"** means to purchase additional services from the service provider such as Airtime or Data.

2. General

- 2.1. These terms and conditions, together with the General Terms govern the use of all of the MultiChoice Fixed Wireless Services.
- 2.2. By contracting with MultiChoice for the services the Client will be lawfully regarded as having agreed to their use of the Services specified being governed by this Agreement.

3. Service Descriptions

- 3.1. MultiChoice will utilise the MTN Network infrastructure to provide data services to their Clients on a best effort Services basis on the terms set out in this Agreement.
- 3.2. IN ADDITION TO MUTLICHOCES' ACCEPTABLE USE POLICY AND GENERAL TERMS, THE CLIENT MUST COMPLY WITH APPLICABLE UPSTREAM PROVIDER'S TERMS SUCH AS:
 - 3.2.1. MTN'S TERMS AND CONDITIONS (AVAILABLE AT: <https://www.mtn.co.za/Pages/Termsandconditions.aspx>) OR AS OTHERWISE PUBLISHED BY MTN FROM TIME, WHICH ARE INCORPORATED BY REFERENCE INTO THIS AGREEMENT.
- 3.3. MultiChoice does not have direct control of the MTN broadband network in terms of network shaping policies and protocol priority.
- 3.4. Clients may not resell any MultiChoice Services to third parties.
- 3.5. MultiChoice may offer a SIM only subscription package, at its discretion. MultiChoice may also require that a service subscription includes a device, to be purchased in full, purchased at a discounted rate, purchased on terms, or issued at no charge (subject to a cancellation fee as contemplated in Section 12).

4. Clients as Natural Persons

- 4.1. MultiChoice (and any of its agents) can only perform RICA checks on natural persons (individuals), and as a result the Agreement for provision of the Service will always be with a natural person. MultiChoice assumes that the Client will apply for and make use of the Service in its capacity as a natural person, and not as the representative of a juristic person (such as a company). The Client will be personally responsible for its use of the Service and all obligations under this Agreement.

5. Identity Verification Requirements

- 5.1. Use of the Services is subject to ID verification and / or proof of address, required by RICA, and will not be provided before such process has been completed to MultiChoices' satisfaction. Clients are required to present their original valid Identity Document, as well as a clear, legible copy. Non-South African citizens may submit a copy of their valid Passport along with supporting documents upon request. Verification documents must contain photo identification. Failure to produce ID verification for an account will result in the product not being activated or handed over, regardless of any pro-rata amounts billed.

- 5.2. Should the Client cancel all current valid Data Services, ID verification will be required to sign up for new Services. ID verification will not be requested as long as verified Data Services remain active.
- 5.3. If a Client sells or in any manner provides an activated SIM to any other person who is not a family member, then the Client must immediately notify MultiChoice so that the RICA process can be carried out for that other person.
- 5.4. RICA can be performed upon receipt of a SIM either at MultiChoice's Walk-In Centres, or at the point of delivery to the Client's specified delivery address.

6. Fixed Devices and Locations

- 6.1. MultiChoice will procure Devices approved and specified by MTN for providing the Services to the Client.
- 6.2. Once the Client takes delivery of the Device, ownership of the Device will pass to the Client.
- 6.3. All Devices issued by MultiChoice will be subject to MultiChoice's Device Warranty and Refunds Policy.
- 6.4. MultiChoice reserves the right to substitute devices supplied as part of any promotion, where the device is discounted or free of charge. MultiChoice will make every effort to ensure that substitute devices are of fair equivalent value. MultiChoice may, at its discretion, substitute a device after an order is placed, based on stock availability and any fluctuations which may affect its ability to provide a previously advertised device.
- 6.5. Late delivery or unavailability of stock will not constitute non-delivery of Service if the Client takes delivery of the SIM card.
- 6.6. Use of non-approved or non-certified devices may result in an inability to connect to the network or a degraded service experience. Clients using such devices do so at their own risk, and MultiChoice assumes no liability should such usage result in an unsatisfactory service experience.
- 6.7. SIM card will be locked to Base stations to prevent SIM movement. If the SIM is moved outside the area where it is locked, it will be soft locked and will not work at all. The SIM will automatically start working as soon as it moves back to the area where it was originally locked to.
- 6.8. An End Customer will be able to register 2 (two) locations for SIM usage which will be recorded at time of sale. An End Customer will be able to change the location 3 (three) times in a 12-month period.
- 6.9. If a SIM is found to be mobile frequently outside of the registered locations for usage, it will be blocked and suspended by MTN.
- 6.10. MTN FIXED WIRELESS SERVICES, ONCE ACTIVATED, WILL BE LIMITED TO LOCATIONS WITHIN COVERAGE OF THE CLOSEST ACTIVE TOWER WHICH IS PURPOSED FOR FIXED LTE SERVICE. CLIENTS WILL NOT BE ABLE TO USE THEIR DATA OUTSIDE OF THEIR FIXED LOCATION (WITHIN REASONABLE DISTANCE OF THE ACTIVATION AREA).
- 6.11. MTN FIXED WIRELESS SERVICES WILL BE RESTRICTED TO DEVICES WHICH ARE PERFORMANCE RATED AS DETERMINED BY MTN FROM TIME TO TIME.

7. SIM Cards

- 7.1. The Client is required to insert an appropriate SIM Card into the device in order to make use of the Service.
- 7.2. MultiChoice will provide the SIM Cards to be used and these will be provided as part of the package by MultiChoice.
- 7.3. Clients must ensure that SIMs are used in a suitable and compatible Device and are only used as intended by the manufacturer of the SIM and device. MultiChoice will not be liable for any claims made as a result of misuse or abuse of SIM cards resulting in loss of access to service or loss of Data.
- 7.4. Risk in SIMs passes to Clients on delivery of the SIM to Clients, who are solely responsible for the care and safekeeping of SIM cards issued to them.
- 7.5. In the case of lost, stolen or destroyed SIM cards, it is the Client's responsibility to do the following:
 - 7.5.1. Notify MultiChoice directly of the loss of the SIM immediately.
 - 7.5.2. Notify the South African Police Services of the loss within 24 hours.
- 7.6. Failure to notify the correct authorities of the loss of a SIM may result in criminal charges against the Client.
- 7.7. A Client using a SIM card obtained from MultiChoice agrees that it will not use (or allow another to use) the network services, including the SIM card, for any improper or unlawful purpose, in a manner which may cause injury or damage to persons or property or which may impair or interrupt the network.
- 7.8. Clients may only use devices approved by ICASA on the network (please see <http://www.icasa.org> for more details). Clients further agree that they will not (or allow another to) alter, modify or tamper with the software contained in, or relating to, any SIM card. MultiChoice reserves the right to block any SIM or device from operating on the network.
- 7.9. If the SIM card has been destroyed due to the PUK number being entered incorrectly more than 9 (nine) times, user negligence, or any other reason, MultiChoice will not be under any obligation to replace the SIM card free of charge.
- 7.10. Services are only available upon activation of the SIM by the network provider. Such activation may take up to 72 hours from the date of delivery. Such activation is not within the control of MultiChoice, and therefore MultiChoice cannot be liable for any delays or costs that such delay may incur to the client.

8. Allocation of Data

- 8.1. Clients will be allocated a monthly amount of Data (bandwidth) each month in accordance with their selected Service Package and bill cycle.
- 8.2. Clients can purchase Data via the MultiChoice Self Help platforms.
- 8.3. MultiChoice will not automatically allow Clients out of bundle usage.
- 8.4. The Client consents to MultiChoice allocating the Client's Monthly Allocation and setting up threshold usage notifications.
- 8.5. Packages can be migrated during the month. See clause **13 Migration** for further details.
- 8.6. Any package change can only be affected where the desired package is live and active on MultiChoice's systems. MultiChoice is under no obligation to offer packages which are no longer live or active. Should a client change their package, they forfeit the ability to re-instate such package should it no longer be offered.
- 8.7. Night time service is applicable between 12am and 5am.

9. Rollover of Data

- 9.1. Inclusive Data is valid 30 days.
- 9.2. MultiChoice will rollover unused data for an additional 60 days proactively. This is referred to as the "Rollover Period".
- 9.3. The Rollover Period will not exceed 61 days.
- 9.4. Rollover data will be capped at a maximum of 3 x the Clients selected Service Package (i.e. 110GB monthly data allocation = maximum rollover data balance of 330GB).
- 9.5. Rollover of data will not require any action on the part of the client and is performed by MultiChoice on the client's behalf.
- 9.6. Should data not be automatically rolled over, the onus rests on the client to alert MultiChoice to effect rollover.
- 9.7. Clients will not be eligible for further rollover of data once the Rollover Period has elapsed.
- 9.8. Data will first be consumed from the rolled over data, before using the new Monthly Allocation or any newly purchased data in the same month.
- 9.9. Top-ups of data will expire after 90 days from date of purchase

10. Data Transfer

- 10.1. Clients will be able to transfer expiring roll over data to another DStv Internet client only.
- 10.2. To be eligible for transfer the roll over data must be expiring within the next 30 days.
- 10.3. The data can only be transferred to one DStv Internet client. It cannot be sub divided amongst other multiple DStv Internet clients.

11. Notifications

- 11.1. MultiChoice offers a notification facility for all Data products.
- 11.2. This will be done by notification SMSs.
- 11.3. Clients will be opted-in to Notifications by default, in line with relevant legislation.
- 11.4. Clients may opt-out or customise notifications and thereafter there will be no obligation or liability on the part of MultiChoice should a client not receive such information due to the settings they have chosen.
- 11.5. MultiChoice will make every effort to deliver notifications as quickly and accurately as possible. However, MultiChoice cannot be held liable for delivery delays or failures that may occur due to external forces outside of their control, such as mobile networks or email providers. Where MultiChoice has made a reasonable effort to effect delivery, they will be deemed to have fulfilled their obligation.

12. Topping Up of Data

- 12.1. IF THE CLIENT EXHAUSTS THE PURCHASED DATA OR REACHES THE FIXED CAP, THE CLIENT WILL BE HARD-CAPPED. THIS MEANS THAT NO FURTHER ACCESS WILL BE PROVIDED.
- 12.2. Clients can manually Top-up via the MultiChoice Self Service portal.
- 12.3. Any unused Top-up Data shall be forfeited at 23h59 on the expiry date.
- 12.4. A Top-up may be subject to different terms and conditions and any pricing or promotions applicable to the monthly purchased package may not necessarily apply to the Top-up.

13. Cancellation

13.1. Month to month subscription:

- 13.1.1. Should the Client wish to cancel their DStv Internet subscription they will be able to do so at anytime subject to the following rules;
 - 13.1.1.1. The Client will need to contact the MultiChoice Service Desk to affect the cancellation;
 - 13.1.1.2. The cancellation will only be actioned on their next monthly payment date or bill cycle;
 - 13.1.1.3. The account must be current;
 - 13.1.1.4. Where a device was purchased by the Client to be paid over a term, the device related payments must continue until the device has been paid off, or alternately the outstanding balance on the device must be settled in full at the time of cancellation;
 - 13.1.1.5. There will be no refunds of device, forfeited data or plan fees;
 - 13.1.1.6. Upon cancellation of the services the Client will forfeit any accumulated data or unused bundled data and they will have no claim against MultiChoice in this respect.

13.2. 24-month contract:

- 13.2.1. Should the Client wish to cancel their 24-month DStv Internet subscription they will be able to do so at any time subject to the rules detailed in 12.1.1 above, and will be liable for cancellation fees as set out in 12.2.2
- 13.2.2. Cancellation during the cooling off period, 0 to 7 days;
 - 13.2.2.1. No cancellation fee will be applied;
 - 13.2.2.2. The cancellation will take effect immediately;
 - 13.2.2.3. The Client will be charged for the data used during the cooling off period;
- 13.2.3. Cancellation after cooling off period, 8 days to 24 months;
 - 13.2.3.1. A cancellation fee will apply;
 - 13.2.3.2. Where a device is part of the Service Package then any outstanding amount owing on the device will be charged in full;
 - 13.2.3.3. Any outstanding amounts on the Client's Service Package will be charged in full.

14. Migration

- 14.1. The Client has the option to migrate their current Service Package either upwards or downwards between the Service Packages offered.
- 14.2. Upward migration can be requested at any time by contacting the MultiChoice Service Centre and will be affected immediately.
- 14.3. Downward migration can be requested at any time by contacting the MultiChoice Service Centre and will be affected on the Clients monthly payment date or bill cycle.

14.4. Downward migrations are queued for the 23h59 on the final day of the Client's bill cycle (Debit Order Date).

15. Voluntary and Non Voluntary Disconnection and Reconnection

- 15.1. There are no grace days associated with the DStv Internet Service Packages.
- 15.2. Therefore, if a Client's payment for the DStv Internet Service Package is not made on their payment date that month's data allocation will be not be loaded onto their account.
- 15.3. They will have access to any previous month's rollover data.
- 15.4. Their account with DStv will remain active.
- 15.5. On receipt of the Client's payment the current month's data will be allocated to the Client's account.
- 15.6. Voluntary disconnection can be made on the Client's request.
- 15.7. There is no differentiation between voluntary and non-voluntary disconnection.

16. Access Point Name

- 16.1. Clients will be restricted to using certain APN settings.
- 16.2. The correct APN settings are pre-programmed in the DStv Internet router.
- 16.3. If the client changes the pre-programmed APN on the device they may be unable to access the service, and MultiChoice will not be responsible for any data lost by the client as a result.

17. Client Information Processing

- 17.1. By making use of a SIM card obtained from MultiChoice, Clients consent to the data collection, use and sharing practices described in the MTN Privacy Policy (<https://www.mtn.co.za/Pages/MTN-Privacy-Centre.aspx>).
- 17.2. Clients confirm that MTN may supply MultiChoice with collected data and that all information supplied to MultiChoice by MTN is correct and up to date.
- 17.3. If the Agreement terminates for any reason, the above consent will automatically be removed and MultiChoice will no longer have access to the personal information as described above, subject to any residual rights to process such personal information that MultiChoice may have in law.

18. Coverage and Signal Availability

- 18.1. Delivery of Fixed Wireless Services is dependent on signal availability and demand for services in any particular coverage area. MultiChoice does not warrant or guarantee service for any specific areas, whilst every effort will be made to give Clients an indication of possible service (via the Coverage Map). MultiChoice accepts no liability should the coverage information differ to actual Service experienced.
- 18.2. Fixed Wireless service is separate from other mobile data services that may be offered by an upstream provider. The ability to receive coverage for other services will not, in any way, indicate Fixed Wireless coverage.
- 18.3. Fixed Wireless is an LTE and LTE-A only service - other mobile services (such as 3G or GPRS) may not be available on this product.

19. Suspension/Termination

- 19.1. In addition to the grounds for suspension or termination of Service set out in these Subscriber Terms and Conditions, MTN may themselves suspend or cancel any SIM on their networks in the case of violation of MTN's Terms and Conditions of Service or Acceptable Usage Policy as set out in those documents.
- 19.2. Note, that the Services may be suspended or terminated for the following reasons:
 - 19.2.1. Technical failure (suspension only);
 - 19.2.2. Maintenance or remedial work (suspension only);
 - 19.2.3. Incomplete RICA or failure to produce documents upon reasonable request;
 - 19.2.4. Instruction from ICASA or other statutory or governing body;
 - 19.2.5. Non-payment of monthly subscription; or
 - 19.2.6. non-usage of service for 90 consecutive days.
- 19.3. In the case of suspension, clients will be liable for any reasonable service, admin or reconnection fees charged by MultiChoice and may not be able to access services until such fees are settled in full

20. Limitation of Liability

- 20.1. IN ADDITION TO THE LIMITATIONS ON LIABILITY AND INDEMNITIES SET OUT IN THESE GENERAL TERMS, MULTICHOICE WILL NOT BE LIABLE FOR, AND THE CLIENT AGREES TO INDEMNIFY AND HOLD MULTICHOICE HARMLESS AGAINST LOSS CAUSED BY OR RELATED TO:
 - 20.1.1. SERVICE INTERRUPTION OR FAILURE FOR ANY REASON WHATSOEVER (INCLUDING INTERRUPTION TO DATA USAGE AND SUSPENSION OF SERVICES FOR MAINTENANCE ON THE NETWORK);
 - 20.1.2. MODIFICATION, SUSPENSIONS OR DISCONTINUATION OF SERVICES, VALUE ADDED SERVICES OR PRODUCT FEATURES BY MTN;
 - 20.1.3. FAILURE TO REPORT A LOST, STOLEN OR DAMAGED SIM CARD AS REQUIRED;
 - 20.1.4. INCORRECT OR OUT OF DATE INFORMATION PROVIDED BY THE CLIENT TO MULTICHOICE OR MTN; or
 - 20.1.5. ERROR, DELAY, FAILURE OR NON-AVAILABILITY OF THE SERVICE AND ANY LOSS OR DAMAGE WHICH MAY RESULT FROM USE OR POSSESSION OF A SIM, OR USE OF THE NETWORK.

21. Service Levels

21.1. All services sold by MultiChoice are provided as a best-effort service, uptime and speeds cannot be guaranteed unless otherwise stated. During any technical failure, modification or maintenance of the service provided, MultiChoice will use its reasonable endeavours to resume the service as soon as possible. This excludes upstream provider infrastructure that is not within the control of MultiChoice.

22. Payment Options/Terms

All transactions will be processed in South African Rands (ZAR).

Credit Card Authority

By supplying your "credit card/debit card/cheque card" hereafter referred to as "account/card" details and agreeing to the Terms & Conditions the following will be seen as accepted and agreed to:

I/we hereby request and authorize you to draw against my/our card (or any other bank or branch to which I/we may transfer my/our account/card) the due amount or any variable amount pertaining to this agreement, on the first working day of each month. This being the amount necessary for the settlement of the monthly invoice and/or any overdue amounts, due to you in respect of my/our purchases/contract/agreement.

All such withdrawals from my/our account/card by you shall be treated as though they had been signed by me/us personally. I/we, "instruct" and authorize your agent or by computer through a system provided by the South African Banks to draw against my/our account/card.

I/we understand that if account/card details have been supplied the withdrawals authorized here will be processed by BankServ. I/we also understand that details of each withdrawal will be printed on my/our statement. I/we agree to pay any banking charges relating to this debit instruction.

Monthly invoice will be processed on the nominated day of every month. If your payment fails, your service(s) will be disabled immediately. Please note that if you are cancelling your service(s) with MultiChoice, you need to cancel before the last day of the month if you are paying via account/card (excludes debit order payments). Failure to do so will result in the product being activated and the monthly subscription being debited.

All other account/card instructions (new account sign ups/activations, hardware/device purchases, top ups, upgrades), besides the monthly subscription, will be processed on a daily basis.

Debit Order Authority

This Authority and Mandate refers to our contract as dated as on acceptance hereof ("the Agreement"). I / We hereby authorise you to issue and deliver payment instructions to the bank for collection against my / our above mentioned account or credit card at my / our above mentioned bank (or any other bank or branch to which I / we may transfer my / our account) on condition that the sum of such payment instructions will never exceed my / our obligations as agreed to in the Agreement, and commencing on the commencement date and continuing until this Authority and Mandate is terminated by me / us.

The individual payment instructions so authorised to be issued must be issued and delivered as follows:

On my nominated day every month. In the event that the payment day falls on a Saturday, Sunday or recognized South African public holiday, the payment day will automatically be the very next ordinary business day. Further, if there are insufficient funds in the nominated account to meet the obligation, you are entitled to track my account and re-present the instruction for payment as soon as sufficient funds are available in my account.

Debit orders will be processed on the first working day of every month for renewal services. If your debit order fails, your service(s) will be disabled immediately. Your debit order against your bank account is an automated process. Please note that if you are cancelling your service(s) with MultiChoice.

I / We understand that the withdrawals hereby authorised will be processed through a computerized system provided by the South African Banks and I also understand that details of each withdrawal will be printed on my bank statement. Each transaction will contain a number, which must be included in the said payment instruction and if provided to you should enable you to identify the instruction. I / We shall not be entitled to any refund of amounts which you have withdrawn while this authority was in force, if such amounts were legally owing to you.

Debit Order Mandate

I / We acknowledge that all payment instructions issued by you shall be treated by my / our above-mentioned bank as if the instructions had been issued by me personally.

Debit Order Cancellation

I / We agree that although this Authority and Mandate may be cancelled by me / us, such cancellation will not cancel the Agreement. I / We shall not be entitled to any refund of amounts which you have withdrawn while this authority was in force, if such amounts were legally owing to you.

Debit Order Assignment

I / We acknowledge that this Authority may be ceded to or assigned to a third party if the agreement is also ceded or assigned to that third party, but in the absence of such assignment of the Agreement, this Authority and Mandate cannot be assigned to any third party.

Debit Order Contract

The signed Authority and Mandate refers to our contract as dated as on signature hereof ("the Agreement"). I / We hereby authorize you to issue and deliver payment instructions to the bank for collection against my / our above mentioned account at my / our above mentioned bank (or any other bank or branch to which I / We may transfer my / our account) on condition that the sum of such payment instructions will never exceed my / our obligations as agreed to in the Agreement, and commencing on the commencement date and continuing until this Authority and Mandate is terminated by me / us by giving you notice in writing

23. Pro-rata Billing

- 22.1 Pro-rata billing applies to all new monthly billed services where the service is taken up less than 30 days before the Client's monthly payment date.
- 22.2 The initial months bill will be decreased in line with the number of days of service in the first month of service.
- 22.3 The data allocation for the first month will be decreased in the same ratio as the billing.
- 22.4 Pro-rata billing will not apply should you fail to pay your invoice or any outstanding invoice on your account.

24. ICASA Complaints procedure

Introduction

- 24.1. In order to provide electronic communications services to its subscribers, MultiChoice SA (Pty) Ltd ("MultiChoice") holds licences issued by the Independent Communications Authority of South Africa ("ICASA"). Despite holding these licences, MultiChoice currently only resells the electronic communications services provided by its upstream providers to its subscribers.
- 24.2. ICASA requires that all licence-holders develop and publish its procedures for handling Complaints and Billing Disputes, in order to comply with the requirements in:
 - 24.2.1. The ICASA Code of Conduct Regulations 2007, which are available [here](#); and
 - 24.2.2. The ICASA End-User and Subscriber Service Charter Regulations 2016, which are available [here](#).
- 24.3. MultiChoice has developed this document in line with these Regulations and will follow the procedures set out below in dealing with Complaints and Billing Disputes (as defined herein) with its Consumers.

Definitions

- 24.4. "Billing Dispute" means an instance where a Customer states in good faith that their bill contains incorrect charges, payments or adjustments. Billing Disputes are a specific form of Complaint dealt with only in terms of the Billing Disputes Procedure set out herein.
- 24.5. "Billing Dispute Notice" means a formal, written notice submitted to MultiChoice by the Customer in terms of this Procedure.
- 24.6. "Billing Disputes Procedure" mean the Billing Disputes Procedure set out herein for the initiation and resolution of Billing Disputes.
- 24.7. "Billing Enquiry" means the situation where the Customer seeks information or clarification relating to an invoice issued by MultiChoice including without limitation seeking clarification of charges or sources of usage. For the avoidance of doubt, a Billing Enquiry is not a Billing Dispute.
- 24.8. "Business Day" means any day other than a Saturday or Sunday or a public holiday observed as such in the Republic of South Africa.
- 24.9. "Complaint" means a formal, written expression of dissatisfaction or grievance made by a Customer in terms of the General Complaints Procedure, but does not include a request for information or a Billing Dispute. Complaints are dealt with only in terms of the General Complaints Procedure set out herein.
- 24.10. "Customer" means an MultiChoice subscriber or potential subscriber.

25. General Complaints Procedure

- 25.1. This Procedure applies to all Complaints other than Billing Disputes, which are dealt with in terms of the Billing Dispute Procedure set out below.
- 25.2. The Complaint is required to be accompanied by the following:
 - 25.2.1. The Customer's full particulars and contact details;
 - 25.2.2. The Customer's relationship with MultiChoice, together with any customer reference numbers or details which may be applicable;
 - 25.2.3. A statement of the reasons for the Complaint, with enough detail to allow MultiChoice to assess these; and
 - 25.2.4. Any relevant evidence or documentation the Customer wishes to submit in support of the Complaint.
- 25.3. Following the ICASA Code of Conduct Regulations, MultiChoice will:
 - 25.3.1. Acknowledge receipt of the Complaint within three (3) Business Days of the Complaint and allocate a reference number; and
 - 25.3.2. Determine an outcome for the Complaint and communicate this to the Customer in writing within fourteen (14) Business Days of receipt of the Complaint.

26. Billing Disputes Procedure

General

- 26.1. Billing Enquiries and Complaints not related to Billing Disputes are dealt with under the General Complaints Procedure set out above.
- 26.2. The Customer expressly acknowledges and agrees that:
 - 26.2.1. Any charge recorded on an invoice which is not submitted in accordance with this Billing Disputes Procedure is payable in full to MultiChoice by the due date of that invoice;
 - 26.2.2. An amount that is not in dispute ("Undisputed Amount") cannot be withheld for any reason, including without limitation when that amount is on an invoice together with an amount that is in dispute ("Disputed Amount");
 - 26.2.3. The Billing Disputes Procedure is only triggered when MultiChoice receives a Billing Dispute, and it is only after this that the Customer may withhold payments of the Disputed Amount only as set out in clause 20; and

- 26.2.4. Billing Enquiries, Complaints and requests for information are not considered to be Billing Disputes and do not trigger this Billing Disputes Procedure.
- 26.3. Please note that MultiChoice will not entertain any Billing Dispute based on unauthorised use of the services or on unauthorised use of the services by a third party, as it is the Customer's responsibility to safeguard access to the services received by the Customer and to use such services in the manner set out in the terms and conditions applicable thereto.

Customer Acknowledgements

- 26.4. The Customer expressly agrees to allow MultiChoice to attempt settlement of any Billing Dispute within fourteen (14) Business Days before raising a dispute with any third party, credit card company or bank. MultiChoice requires and Customer expressly agrees that MultiChoice will be the first option in Billing Disputes. Should MultiChoice receive a chargeback or other reversed charge from a third party, credit card company or bank on behalf of the Customer before MultiChoice has been given a chance to resolve the Billing Dispute, then MultiChoice has the right to collect on the rendered services and any fees associated with those charges.
- 26.5. Not all Billing Disputes may be settled to the Customer's satisfaction. Once this Billing Disputes Procedure has been exhausted, a Customer may use any third party, credit card company or bank in an attempt to settle the dispute. However, MultiChoice still retains the right to collect on any rendered services or fees that are due. Should MultiChoice be unable to reverse any disputed amounts with a third party, credit card company or bank, MultiChoice will submit the full delinquent amount for collection.

Withholding the Disputed Amount

- 26.6. The Customer may only withhold payment of a Disputed Amount where MultiChoice receives a valid Billing Dispute Notice relating to such Disputed Amount at least five (5) Business Days prior to the due date recorded on the relevant invoice.

Initiating Billing Disputes

- 26.7. A Billing Dispute Notice may be lodged in the manner set out herein until the passing of thirty (30) calendar days from the date of the relevant invoice.
- 26.8. The Billing Dispute Notice is required to be accompanied by the following:
- 26.8.1. The Customer's full particulars and contact details;
 - 26.8.2. The Customer's relationship with MultiChoice, together with any customer reference numbers or details which may be applicable;
 - 26.8.3. Invoice number and date;
 - 26.8.4. The amount in dispute ("the Disputed Amount");
 - 26.8.5. The amount not in dispute ("the Undisputed Amount");
 - 26.8.6. A statement of the reasons for the Billing Dispute, with enough detail to allow MultiChoice to assess these; and
 - 26.8.7. Any relevant evidence or documentation the Customer wishes to submit in support of the Billing Dispute.

Response to Billing Dispute Notice

- 26.9. In terms of the ICASA Code of Conduct Regulations, MultiChoice will acknowledge receipt of the Billing Dispute Notice within three (3) Business Days and allocate a reference number.
- 26.10. MultiChoice shall provide a formal response with its determination to the Billing Dispute Notice within fourteen (14) Business Days following receipt of the Billing Dispute Notice.
- 26.11. MultiChoice may request additional information or documentation from the Customer lodging the Billing Dispute Notice, which information or documentation is reasonably required to assist MultiChoice in making a determination in the matter. The Customer shall provide such information or documentation as soon as possible, and the running of the fourteen (14) Business Day period will be suspended until such time as the requested information or documentation has been received by MultiChoice.
- 26.12. MultiChoice will assess the Billing Dispute, and send to the Customer its response (and reasons for such determination), which shall take one of the following forms:
- 26.12.1. A confirmation that the Billing Dispute is valid, and a statement indicating such adjustments as may be necessary;
 - 26.12.2. A rejection of the Billing Dispute Notice on the basis that:
 - 26.12.3. The Billing Dispute Notice was not received by MultiChoice within thirty (30) calendar days of the date of the relevant invoice, as required in clause 20;
- 26.13. The Billing Dispute Notice does not contain all of the information required, as set out in clause 23, or was not submitted in the required manner, as set out in clause 22;
- 26.14. The Customer has not made payment of any Undisputed Amounts and does not have the right to withhold payment of any Disputed Amounts in accordance with clause 20.
- 26.15. MultiChoice has confirmation from the Customer that the Billing Dispute which is the subject of the Billing Dispute Notice has been resolved;
- 26.16. The Customer is disputing any charges on the basis of unauthorised use of the services or on unauthorised use of the services by a third party; or
- 26.17. MultiChoice reasonably believes that the Customer does not have a bona fide dispute in relation to Billing Dispute submitted.
- 26.18. Any alternate resolution that MultiChoice deems appropriate.

Response Implications

- 26.19. If stipulated in MultiChoice's response in terms of clause 27 that the Customer must make payment of the Disputed Amount or a portion thereof, the Customer must pay the Disputed Amount or such indicated portion within five (5) Business Days of the date of MultiChoice' response.
- 26.20. If stipulated under MultiChoice's response in terms of clause 27 that MultiChoice must withdraw the Disputed Amount or refund a fee already paid, MultiChoice must as soon as practicable:
- 26.20.1. Provide the Customer with a statement reflecting the adjustment to their account. It is intended that this adjustment will be contained on the next invoice issued to the Customer, but the parties acknowledge that this may be delayed due to timing issues with the response and MultiChoice' standard billing terms; or

26.20.2. Credit any Disputed Amount already paid by the Customer.

Continued Service Provision

- 26.21. MultiChoice will not suspend or terminate a service provided to the Customer which is the subject of a Billing Dispute Notice, or take adverse collection procedures or impose late payment penalties or charges, while attempting to resolve a Billing Dispute lodged in terms of the Billing Disputes Procedure and until such time as MultiChoice has reached a determination and communicated this to the Customer, provided that Undisputed Amounts are paid timeously.
- 26.22. MultiChoice reserves the right, however, to take such measures mentioned in clause 30 immediately:
- 26.22.1. Where a determination of the Billing Dispute has been made and communicated to the Customer; or
- 26.22.2. Where the Customer has indicated that they are unable to pay the invoice, or bill, or have filed or are the subject of any application to court for sequestration or liquidation, or otherwise seek to reach a formal arrangement with their creditors.
- 26.23. Subject only to the above, the rights and obligations of each party under the Billing Disputes Procedure continue pending resolution of a Billing Dispute invoked under this Billing Disputes Procedure. For the avoidance of doubt, this includes that MultiChoice shall continue to have the right to terminate or suspend the service in accordance with MultiChoice's rights under the agreement that the Customer has with MultiChoice.

Confidentiality

- 26.24. Neither party shall use any information obtained from the other party during the course of any process invoked under the Billing Disputes Procedure for any purpose other than the resolution of the particular Billing Dispute.

Referral of Complaints to ICASA

- 26.25. If the Customer is not happy about the outcome of a Complaint or a Billing Dispute, the Customer has the right to escalate it to ICASA. If ICASA are not able to resolve the matter it may be referred to the ICASA Complaints and Compliance Committee for adjudication.
- 26.26. Please note that in terms of the ICASA Code of Conduct Regulations 2007, the Customer must give MultiChoice an opportunity to resolve the matter within the period specified in this Complaints Procedure before the Customer may escalate the Complaint or Billing Dispute to ICASA.
- 26.27. ICASA can be contacted in the following ways:
telephone: 011 566 3000;
fax: 011 444 1919; and/or
email: consumer@icasa.org.za