

**TERMS AND CONDITIONS FOR DSTV SERVICE/DISNEY+ CONTRACT
(EXCLUDING HARDWARE)**

1. INTRODUCTION

- 1.1 These Terms and Conditions set out contractual basis upon which MultiChoice Proprietary Limited provides **DStv/Disney+ contract (excluding hardware)** for a fixed period to its subscribers.
- 1.2 These Terms and Conditions must be read in conjunction with the following documents:
- 1.2.1 Disney+ Subscriber Agreement available here:
<https://www.apps.disneyplus.com/subscriberagreement/za/eng>;
- 1.2.2 Showmax terms and conditions available here:
<https://showmax.akamaized.net/f/legal/doc/ShowmaxTermsConditions-za-ls-2022-03-18.pdf>;
- 1.2.3 "Frequently Asked Questions" relating to the Service available on our Website; and
- 1.2.4 MultiChoice Group Privacy Notice available here:
<https://www.multichoice.com/privacy-cookie-notice>.
- 1.3 In the event of a conflict between these Terms and Conditions and the documents referred to in sub-clauses 1.2.1 and 1.2.2, above, these Terms and Conditions will prevail.

2 INTERPRETATION

- 2.1 Unless these Terms and Conditions otherwise provide in this clause, terms used in these terms and conditions will have the same meaning as those under the DStv Subscription Terms and Conditions available here:
https://www.dstv.co.za/media/26774/subscriber_terms_and_conditions_v12_22march2022.pdf.
- 2.2 In these Terms and Conditions, the following terms will have the following meanings –
- 2.2.1 "Access Fee" means additional subscription fee that allows the subscriber access to multi-viewing environments and PVR functionality, the amount of such fee being ascertainable from the Website or on request to us at any time.
- 2.2.2 "The Agreement" means:
- (i) the agreement entered into between you and MultiChoice for a fixed period in terms of which MultiChoice agrees to provide you with the DStv Service contract which includes DStv Package, Disney+ service and Showmax service in accordance with these Terms and Conditions;
- (ii) the terms and conditions applicable to Disney+ and Showmax subscriptions; and
- (iii) any applicable business rules.
- 2.2.3 "Approved Decoder" means Explora Ultra or any other decoder that may be approved by us for access to the Service.
- 2.2.4 "Commencement Date" means the date on which we activate your access to the Service or part thereof;
- 2.2.5 "Disney" means The Walt Disney Company Africa Proprietary Limited;
- 2.2.6 "Disney+" means a streaming service offered by Disney;
- 2.2.7 "DStv Package" means one or more of the following packages:
- 2.2.7.1 Premium; or
- 2.2.7.2 Compact Plus; or

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- 2.2.7.3 Compact; or
2.2.7.4 any other package that may be added by us to the Service in future.
- 2.2.8 "Due Amounts" means the amounts payable by you for the Service, as contemplated in clause 7 below;
- 2.2.9 "your Fees" means the fees payable by you in respect of your access to the Service (including subscription fees, Access Fee, administrative fees and fees for optional extras as well as any VAT and other taxes, duties, levies or charges thereon that may be levied by any government authority directly or indirectly in relation to the Service), as reflected on the Website, which fees are payable to us directly or through one of our authorised representatives, in any manner authorised by us from time to time;
- 2.2.10 "General Amendment" means an amendment of these Terms and Conditions by us from time to time on notice to you;
- 2.2.11 "Monthly Due Date" means the unalterable fixed date of each month by which we must receive payment of a Due Amount.
- 2.2.12 "MultiChoice", "we" or "us" means MultiChoice Proprietary Limited (registration number 1994/009083/07), or MultiChoice Support Services Proprietary Limited (registration number 2007/014131/07) as the agent of MultiChoice Proprietary Limited;
- 2.2.13 "Personal Information" means as defined in section 1 of POPIA;
- 2.2.14 "POPIA" means Protection of Personal Information Act, Act No.4 of 2013.
- 2.2.15 "Reconnection Fee" means the fee payable by you, following suspension of your access to the Service, for reactivation of such access by us, the amount of such fee being ascertainable from the Website or on request to us at any time;
- 2.2.16 "your Request" means your request for access to the Service, on these Terms and Conditions, which request may have been made by you in the following ways:
- 2.2.16.1 by contacting our customer care service telephonically; or
- 2.2.16.2 by completing online request form on our website; or
- 2.2.16.3 by sending a message to and/or leaving contact details on our social media platforms; or
- 2.2.16.4 in any other manner authorised by us from time to time;
- 2.2.17 "Request Record" means the electronic record kept by us of your Request, as updated from time to time, and containing:
- 2.2.17.1 your personal information;
- 2.2.17.2 your preferred method of correspondence;
- 2.2.17.3 details of the Service;
- 2.2.17.4 your Due Amounts; and
- 2.2.17.5 your election in respect of marketing communications.
- 2.2.18 "Service" means an offering provided by us to you in terms of this Agreement consisting of DSTV Package, Disney+ and Showmax.
- 2.2.19 "Showmax" means a streaming service provided by MultiChoice Support Services Proprietary Limited.

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- 2.2.20 "Terms and Conditions" means the terms and conditions contained in this document, as amended from time to time, terms and conditions applicable to Disney+, Showmax and applicable business rules;
- 2.2.21 "VAT" means Value-Added Tax as provided for in the Value-Added Tax Act, 89 of 1991 or any similar consumption based tax which we or our agents may be obliged to levy and/or collect;
- 2.2.22 "Website" means the website located at <http://www.dstv.com> or <http://www.multichoice.co.za> any other uniform resource locator (URL) used by us from time to time;
- 2.2.23 "You" or "your" refers to a person who has made a Request for access to the Service on these Terms and Conditions.
- 2.3 Any reference in these Terms and Conditions to –
- 2.3.1 the singular includes the plural, and vice versa; and
- 2.3.2 one gender includes the other gender.
- 2.4 Please note that you may be entitled to certain rights in terms of Applicable Laws. For the avoidance of any doubt, no term or provision contained in the Agreement is to be interpreted or construed so as to directly or indirectly –
- 2.4.1 exclude, limit, waive or deprive you of any rights which you may have in terms of Applicable Laws;
- 2.4.2 avoid any obligation or duty which we may have in terms of Applicable Laws;
- 2.4.3 set aside or override the effect of any applicable provision of Applicable Laws; or
- 2.4.4 authorise us to do anything that is unlawful in terms of Applicable Laws or fail to do anything that is required in terms of Applicable Laws, to the extent that is impermissible to do so.
- 3 SUBSCRIBING TO THE SERVICE**
- 3.1 You may **only** subscribe to the Service if:
- 3.1.1 it is taken together with DStv Packages as defined in clause 2.2.7 above, **excluding streaming only subscriptions**; and
- 3.1.2 you pay **Access Fee** in addition to basic subscription fee; and
- 3.1.3 you use **Approved Decoder**.
- 3.2 You may subscribe to the Service in one of the following ways:
- 3.2.1.1 by contacting our customer care service telephonically; or
- 3.2.1.2 by completing online request form on our website; or
- 3.2.1.3 by sending a message or leaving contact details on our social media platforms; or
- 3.2.1.4 in any other manner authorised by us from time to time.
- 3.3 On receipt of your Request for a Service referred to in clause 3.2, MultiChoice shall:
- 3.3.1 process your Request during call when you contact our call centre; or contact you using contact details you provided to process your Request if you had left message on our online or social media platforms; and
- 3.3.2 share your contact details and Request with Disney to complete your subscription to Disney+ service.

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3.4 You will receive a message from Disney using contact details provided by you to complete your Request.

4 CONCLUSION, COMMENCEMENT AND DURATION

4.1 The Agreement will come into effect once we activate your Service or part thereof.

4.2 You acknowledge that the duration of the Agreement is for an agreed fixed period subject to the provisions of clauses 13 and 14 of these Terms and Conditions.

4.3 **Subject to Applicable Laws, we retain the right to refuse to enter into this Agreement with any person on reasonable commercial grounds that are consistent with our customary risk management practices.**

4.4 The Agreement is deemed to be concluded at our principal place of business in Randburg, South Africa, and commences on the date on which we accept your Request by activating your access to the Service or part thereof.

4.5 **Subject to the provisions of these Terms and Conditions, the Agreement is binding on you and us for an agreed fixed period from the Commencement Date unless terminated by either you or us in accordance with these Terms and Conditions.**

5 COPIES OF REQUEST RECORD

5.1 We will send you:

5.1.1 a copy of the Request Record on request by you; and

5.1.2 written notification of any amendments to the Request Record electronically, if you have provided us with the relevant electronic contact details.

6 YOUR PERSONAL INFORMATION

6.1 **Subject to our Privacy Notice and POPIA, you consent to us sharing your personal information with Disney for the purposes of administering this Agreement and any other purpose stated in these Terms and Conditions.**

6.2 You authorise us, subject to any Applicable Laws and our Privacy Notice, to –

6.2.1 obtain, capture, store, analyse and use for our marketing purposes your viewing habits and profile;

6.2.2 use information that we may have in relation to you for the purposes of:-

6.2.2.1 processing your Request;

6.2.2.2 administering the Agreement;

6.2.2.3 informing you of any new aspects of the Service or services provided by our affiliates;

6.2.2.4 informing you of promotional competitions; and

6.2.2.5 notifying you of a General Amendment;

6.2.3 disclose your personal information:

(i) to companies affiliated with us for purposes of marketing their services (subject to your right to refuse such disclosure of your personal information);

(ii) to any company which acquires our business or any part thereof, or which we acquire;

(iii) to our Payment System Providers in order to facilitate the collection of your Fees

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using payment systems owned and operated by third parties;

6.3 It is your responsibility to ensure that the information which you provide to us is complete, accurate and up to date.

7 YOUR PAYMENT OBLIGATIONS

7.1 Your Fees in respect of the Service are available on the Website.

7.2 You must pay us by way of a specified number of consecutive monthly payments ("Due Amounts").

7.3 **Your first payment for the Service will be due on conclusion of the Agreement as referred to in clause 4.1.**

7.4 **You agree to authorise us –**

7.4.1 **where applicable, to collect all Due Amounts by means of a debit order which will be payable on the Monthly Due Dates; and**

7.4.2 **to include the Due Amounts in terms of this Agreement in any other debit order authorised or to be authorised by you to pay for other services provided by us, so that only one debit order is payable and debited against your bank account.**

7.5 The Service is provided on a pre-paid basis.

7.6 In order to have continued access to the Service you must make, and we must receive, your payment of the Due Amount on or before the Monthly Due Date.

7.7 **If we do not receive payment of your Due Amount as contemplated in clause 7.4 above, we may suspend your access to the Service.**

7.8 **It is your responsibility to ensure that your payments are up to date even if we have not collected Due Amounts as indicated in clause 7.4.**

7.9 **You will still be liable for outstanding Fees even if we have not suspended your Service in terms of clause 7.7.**

7.10 **If your access to the Service is suspended, we will not reactivate your access to the Service until we have received payment of your overdue and Due Amounts and the Reconnection Fee.**

8 OUR OBLIGATIONS

8.1 In consideration for your payment of your Due Amounts, and subject to you complying with the Agreement, MultiChoice shall provide you with access to the Service in accordance with the Agreement.

8.2 Subject to your compliance with the Agreement, your access to the Service shall continue until it is suspended or the Agreement is terminated in terms of these Terms and Conditions.

9 COMMUNICATIONS WITH US

9.1 You may authorise any person to communicate with us on your behalf in relation to the Agreement, provided that such person complies with our standard security check. You agree to be bound by all requests and undertakings made by third parties on your behalf in terms of this clause.

9.2 It is your responsibility not to disclose the personal information relevant to our standard security check to third parties whom you have not authorised to represent you.

9.3 You may contact us directly in respect of any assistance required in terms of the Service at help@dstv.com.

10 COMMUNICATIONS WITH YOU

10.1 Subject to any Applicable Laws, we may communicate with you, amongst other methods, by means of e-mail, on-air communications, or by way of text or other

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messages to your cellular phone, computer, laptop, mobile device or to your decoder for display on your television screen.

account, amongst other amounts, all of the reductions granted by us to you in respect of all aspects of the Service to this Agreement, to the maximum extent permitted by law.

11 AMENDMENTS TO AND VARIATIONS IN THE SERVICE

The nature and composition of the Service are determined by us and may be changed from time to time, subject to any Applicable Laws, and subject to your right to terminate the Agreement in accordance with these Terms and Conditions.

13.4 The termination of the Agreement will not affect –

13.4.1 our rights or remedies, or yours, for the period prior to termination; or

13.4.2 those rights and obligations which, in terms of the Agreement, either expressly or by implication, will survive beyond termination.

12 AMENDMENT OF THE TERMS AND CONDITIONS

Subject to the terms of the Agreement and any Applicable Laws, you agree to be bound by a General Amendment from the date specified in the General Amendment notice, which date will be a reasonable time after the date of the General Amendment notice.

13.5 We will inform you of the end date of the Term between 40 and 80 Business Days before the expiry of the Term of this Agreement. We will include a copy of the terms and conditions of the General Subscriber Agreement which will apply if you continue with your subscription to the Service. On the expiry of the Term, your subscription to the DStv Package will automatically continue on a month-to-month basis, subject to the terms and conditions of the General Subscriber Agreement (including, for the avoidance of doubt, the Fees prevailing at the time), unless you expressly inform us that you do not wish to continue on a month-to-month basis.

13 TERMINATION OF THE AGREEMENT

13.1 Notwithstanding clause 4.2 above, you may terminate this Agreement before the end of the Term ("early") by giving us 20 Business Days' written notice, on the conditions set out below. If you terminate this Agreement early, the date on which this Agreement is terminated will be called the settlement date.

13.2 Subject to clause 13.3 below, to terminate this Agreement early, contact us to find out the amounts you still owe us. You can ask to end this Agreement immediately or at a future settlement date.

13.6 A request by you to downgrade to a lower package will result to a cancellation of the Agreement and all provisions in this clause (clause 9) will immediately be applicable.

13.3 **You acknowledge and agree that we provided you with the Service at a lower price than the actual price. If you terminate this Agreement early, we may charge you any amounts which you owe us in terms of the Agreement up to the date of cancellation and a reasonable cancellation fee which takes into**

14 BREACH OF AGREEMENT

14.1 If any party ("the Defaulting Party") breaches any provision of the Agreement and fails to remedy such breach within 20 Business Days of receipt of written notice from the other party ("the Aggrieved Party") requiring

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- it to do so, then the Aggrieved Party will be entitled, at its option –
- 14.1.1 to claim immediate specific performance of any of the Defaulting Party's obligations under the Agreement, whether or not such obligation is then due; or
- 14.1.2 in the event of the breach of a material provision of the Agreement in circumstances where the remedy of specific performance or damages would not adequately prevent the Aggrieved Party from being prejudiced, to cancel the Agreement, in which case the Aggrieved Party must give the Defaulting Party notice in writing of the cancellation, and the cancellation will take effect on the giving of the notice.
- 14.2 If we cancel the Agreement in terms of clause 14.1, we may charge you any amounts which you owe us in terms of the Agreement up to the date of cancellation and a reasonable cancellation fee which takes into account amongst other amounts, all of the reductions granted by us to you in respect of all aspects of the Service pursuant to this Agreement, to the maximum extent permitted by law.
- 14.3 The cancellation of the Agreement will not affect –
- 14.3.1 our rights or remedies, or yours, for the period prior to cancellation; or
- 14.3.2 those rights and obligations which in terms of the Agreement, either expressly or by implication, will survive beyond cancellation.
- 14.4 The breach provisions in these Terms and Conditions are without prejudice to any other remedies to which a party may be entitled at law, including the right to claim damages.
- 14.5 In addition to our rights under clause 14.1, if you materially breach the Agreement we may, without prejudice to any other remedy that we may have, immediately and without notice to you, suspend your access to the Service.
- 14.6 If we have suspended your access to the Service and you –
- 14.6.1 remedy your breach;
- 14.6.2 comply with the Agreement; and
- 14.6.3 make payment to us of all outstanding Due Amounts, overdue amounts and the Reactivation Fee, then we will reactivate your access to the Service.
- 14.7 To the maximum extent permissible in law, you will be liable to us for all legal costs incurred by us in recovering any amount that you owe to us.
- 14.8 A certificate signed by any of our managers specifying the amount owing by you and further stating that such amount is due, owing and payable by you, shall be sufficient (prima facie) proof of the amount thereof and of the fact that such amount is so due, owing and payable for the purpose of obtaining provisional sentence or other judgment against you in any competent court. It shall not be necessary to prove the appointment of the person signing any such certificate.
- 15 DECLARATIONS AND WARRANTIES BY YOU**
- 15.1 You confirm, warrant and declare that –**
- 15.1.1 you have been given an adequate opportunity to receive, read and understand the terms and conditions and that you are aware of all the terms printed in bold;**

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- 15.1.2 **you understand and accept your risks, costs, rights and obligations in terms of this Agreement; and**
- 15.1.3 **all the information which you have provided to us in connection with this Agreement is true, complete and accurate, and that you are not aware of any material facts or circumstances which you have not disclosed to us which, if disclosed, may adversely affect our decision to make the Service available to you.**
- 16 GENERAL**
- 16.1 These Terms and Conditions, read with your Request Record –
- 16.1.1 constitute the sole and complete record of the Agreement between you and us in respect of the Service; and
- 16.1.2 supersede any previous agreement between you and us, or between you and any other company, in terms of which you were authorised to have access to the Service.
- 16.2 **Neither you nor we are bound by any express or implied representation, warranty (except any warranty implied by law), undertaking, promise or the like not recorded in the Agreement.**
- 16.3 Any relaxation or indulgence which we may show you at any time in regard to the Agreement is without prejudice to, and does not constitute a waiver of, any rights we may have, either in terms of the Agreement or any Applicable Laws.
- 16.4 If any provision of the Agreement is found to be wholly or partly invalid, unenforceable or unlawful, then –
- 16.4.1 the Agreement will be severable in respect of the provision in question to the extent of its invalidity, unenforceability or unlawfulness; and
- 16.4.2 the remaining provisions of the Agreement will remain of full force and effect.
- 16.5 We may cede our rights in terms of the Agreement to any person without your consent.
- 16.6 You may not cede any of your rights or transfer/assign any of your obligations under the Agreement to any person without our prior written consent.
- 16.7 The Agreement is subject to, and will be interpreted, implemented and enforced in terms of the laws of South Africa.
- 16.8 The parties consent to the jurisdiction of the Magistrates' Court in respect of all proceedings arising out of or pursuant to the Agreement. This notwithstanding, either party may institute any proceedings arising out of or pursuant to the Agreement in any Division of the High Court of South Africa having jurisdiction or any other forum having jurisdiction.
- 16.9 Subject to the Agreement, the parties choose the following addresses for the Service of all notices and processes arising out of the Agreement –
- 16.9.1 Us: 144 Bram Fischer Drive, Randburg, 2125, Gauteng, South Africa.
- 16.9.2 You: Your Physical Address or email address provided by you.
- 16.10 Either party may at any time by written notice to the other party vary its domicile address in terms of clause 16.9 to any address within the Republic of South Africa.
- 16.11 A notice actually received by a party will be adequate notice to that party notwithstanding that it was not delivered to that party's domicile address in terms of clause 16.10.