

TERMS AND CONDITIONS FOR DStv SUBSCRIPTION PRICE LOCK

1. Introduction

- 1.1 These terms and conditions set out the contractual basis upon which DStv customers can take selected packages at a discounted price for a pre-determined number of months.
- 1.2 These Terms and Conditions are in addition to the terms and conditions governing subscription to the MultiChoice Service ("Subscription Terms and Conditions"). If there is a conflict between any of these terms and conditions (that is, between Subscription Terms and Conditions and the DStv Subscription Terms and Conditions), the DStv Subscription Price Lock Terms and Conditions shall prevail.

2. Interpretation

2.1 In these Terms and Conditions the following terms will have the following meanings –

- 2.1.1 "Agreement" means the agreement concluded between you and MultiChoice when MultiChoice accepts your Request, which Agreement is governed exclusively by these Terms and Conditions, as amended from time to time, read with your Request Record, including all notices and statements we send to you;
- 2.1.2 "Applicable Laws" means the applicable provisions of any applicable laws;
- 2.1.3 "Package" means a package of audiovisual, audio and/or data material provided by MultiChoice Proprietary Limited;
- 2.1.4 "Business Day" means any day that is not a Saturday, Sunday or public holiday in the Republic of South Africa;
- 2.1.5 "Commencement Date" means the date on which we activate your access to the Service;
- 2.1.6 "Consumer Protection Act" means the Consumer Protection Act 68 of 2008, as amended from time to time;
- 2.1.7 "Due Amounts" means the amounts payable by you for the Service, as contemplated in clause 7 below;
- 2.1.8 "your Fees" means the fees payable by you in respect of your access to the Service (including subscription fees, 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 in your Request Record, which fees are payable to us directly or through one of our authorised representatives, in any manner authorised by us from time to time;
- 2.1.9 "General Amendment" means an amendment of these Terms and Conditions by us from time to time on notice to you;
- 2.1.10 "Monthly Due Date" means the unalterable fixed date of each month by which we must receive payment of a Due Amount, being the day before the date corresponding with the Commencement Date in the next months;

2.1.11 "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, and their successors in title;

2.1.12 "DStv Subscription Price Lock " means a discounted offering provided by us and selected by you in your Request, in terms of which we provide you with the selected Package pursuant to a fixed term contract, which we allow you to pay for by a specified number of consecutive monthly payments over the fixed term of the Agreement without you having to pay interest and at no additional finance cost to you.

2.1.13 "Payment Instruction" means the instruction by you to your bank to pay your Due Amounts by way of a debit order or similar payment method;

2.1.14 "your Physical Address" means the physical address recorded in your Request Record (being the physical address furnished by you in your Request, as amended from time to time on notification by you to us);

us at any time;

2.1.15 "your Request" means your request for access to a Service, on these Terms and Conditions, which request may have been made by you in the following ways:

2.1.15.1 telephonically; or

2.1.15.2 in any other manner authorised by us from time to time;

2.1.16 "Request Record" means the electronic record kept by us of your Request, as updated from time to time, and containing:

2.1.16.1 your personal information;

2.1.16.2 your preferred method of correspondence;

2.1.16.3 the Service to which you have requested access;

2.1.16.4 your Due Amounts;

2.1.16.5 your election in respect of marketing communications. as provided by MultiChoice Proprietary Limited;

2.1.17 "Terms and Conditions" means the terms and conditions contained in this document, as amended from time to time, such Terms and Conditions being freely available to you on the Website or on request to us at any time;

2.1.18 "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;

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

2.1.20 "You" or "your" refers to a person who has made a Request for access to the Package Deal on these Terms and Conditions.

2.2 Any reference in these Terms and Conditions to –

2.2.1 the singular includes the plural, and vice versa; and

2.2.2 one gender includes the other gender.

2.3 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 –

2.3.1 exclude, limit, waive or deprive you of any rights which you may have in terms of Applicable Laws;

2.3.2 avoid any obligation or duty which we may have in terms of Applicable Laws;

2.3.3 set aside or override the effect of any applicable provision of Applicable Laws; or

2.3.4 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 it is impermissible to do so.

3. Conclusion, Commencement And Duration

3.1 Where applicable, you consent to us conducting a credit enquiry about you with any credit bureaux or credit provider and providing your personal information, including the manner in which you comply with your obligations in terms of this Agreement to credit bureaux and/or crime prevention agencies, once the Agreement has been concluded.

3.2 We may verify your identity and your address, although we are not obliged to do so.

3.3 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.

3.4 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.

3.5 Subject to the provisions of these Terms and Conditions, the Agreement is binding on you and us for the period of months as stipulated in the contract from the Commencement Date unless terminated by either you or us in accordance with these Terms and Conditions.

4. Copies Of Your Request Record

4.1 We will send you -

4.1.1 a copy of the Request Record on the on request by you at any time; and

4.1.2 written notification of any amendments to the Request Record -

4.1.2.1 electronically, if you have provided us with the relevant electronic contact details; or

4.1.2.2 by post, if you have not provided us with the relevant electronic contact details.

5. Your Payment Obligations

5.1 You must pay us for the Service by way of a specified number of consecutive monthly payments ("Due Amounts").

5.2 With effect from the Commencement Date or the deadline referred to in clause 2.1.5 (whichever is the earlier), you will be liable for the payment of the Due Amounts regardless of whether or not -

5.2.1 your Equipment is lost, stolen or damaged or otherwise capable of being used optimally or at all;

- 5.2.2 we have suspended your access to the Service in accordance with clause 9 below;
- 5.2.3 you access or continue to access the Service;
- 5.3 We may use payment systems owned and operated by third parties ("Payment System Providers") to facilitate the collection of Due Amounts and other amounts payable by you.
- 5.4 You agree to authorise us –
- 5.4.1 to collect all Due Amounts by means of a debit order which will be payable on the Monthly Due Dates; and
- 5.4.2 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.
- 5.5 The Service is provided on a pre-paid basis.
- 5.6 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.
- 5.7 If we do not receive payment of your Due Amount as contemplated in clause 5.6 above, we may suspend your access to the Service, as contemplated in clause 10 below.
- 5.8 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 Reactivation Fee.

6. Our Obligations

- 6.1 In consideration for your payment of your Due Amounts, and subject to you complying with the Agreement, MultiChoice Proprietary Limited will provide you with access to the Service in accordance with the Agreement.
- 6.2 Subject to your compliance with the Agreement, your access to the Service will continue until it is suspended or the Agreement is terminated in terms of these Terms and Conditions.

7. Amendments To And Variations In The Service

- 7.1 The nature, composition and content of the Service are determined by MultiChoice Proprietary Limited 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.
- 7.2 The various systems necessary for or associated with the provision of the Service (including technical services, signal distribution and satellite capacity, the conditional access system, the software operating system, software applications, subscriber management services and business systems) are determined by MultiChoice Proprietary Limited and are subject to ongoing innovation and change and may be amended 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.

8. 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.

9. Termination Of The Agreement

9.1 Notwithstanding clause 3.5 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.

9.2 Subject to clause 9.3 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.

9.3 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 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.

9.4 The termination of the Agreement will not affect –

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

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

9.5 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 Service 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.

9.6 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.

10. Breach Of Agreement

10.1 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 it to do so, then the Aggrieved Party will be entitled, at its option –

10.1.1 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

10.1.2 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.

10.2 If we cancel the Agreement in terms of clause 10.1, 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.

10.3 The cancellation of the Agreement will not affect –

10.3.1 our rights or remedies, or yours, for the period prior to cancellation; or

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

10.4 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.

10.5 In addition to our rights under clause 10.1, 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.

10.6 If we have suspended your access to the Service and you –

10.6.1 remedy your breach;

10.6.2 comply with the Agreement; and

10.6.3 make payment to us of all outstanding Due Amounts, overdue amounts and the Reactivation Fee, then we will reactivate your access to the Service.

10.7 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.

10.8 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.

11. Declarations And Warranties By You

11.1 You confirm, warrant and declare that –

11.1.1 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;

11.1.2 you understand and accept your risks, costs, rights and obligations in terms of this Agreement; and

11.1.3 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.

12. General

12.1 These Terms and Conditions, read with your Request Record –

12.1.1 constitute the sole and complete record of the Agreement between you and us in respect of the Service; and

12.1.2 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.

12.2 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.

12.3 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.

12.4 If any provision of the Agreement is found to be wholly or partly invalid, unenforceable or unlawful, then –

12.4.1 the Agreement will be severable in respect of the provision in question to the extent of its invalidity, unenforceability or unlawfulness; and

12.4.2 the remaining provisions of the Agreement will remain of full force and effect.

12.5 We may cede our rights in terms of the Agreement to any person without your consent.

12.6 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.

12.7 The Agreement is subject to, and will be interpreted, implemented and enforced in terms of the laws of South Africa.

12.8 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.

12.9 Subject to the Agreement, the parties choose the following addresses for the service of all notices and processes arising out of the Agreement –

12.9.1 Us: 144 Bram Fischer Drive, Randburg, 2125, Gauteng, South Africa

12.9.2 You: Your Physical Address.

12.10 Either party may at any time by written notice to the other party vary its domicile address in terms of clause 12.9 to any address within the Republic of South Africa.

12.11 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 12.9.