

LEGAL MATTERS



DStv
Explora

Introduction

This DStv Explora is designed, manufactured and sold to receive MultiChoice services only. It will therefore not be fully functional unless:

- It is used with an enabled MultiChoice Smartcard;
- it is enabled as a PVR;
- it is used with a compatible DStv Remote (A5 or A6 model);
- it is loaded with the latest software;
- the appropriate subscriptions are active;
- it is used with the Dstv Explora external power supply (supplied with the DStv Explora at the time of purchase);
- the installation meets the technical specifications (as available on www.dstv.com) to receive the MultiChoice signal;
- it is connected to the internet as per MultiChoice recommendations (as available on www.dstv.com); and
- deployed within South Africa.

MultiChoice is entitled to amend the software incorporated in the DStv Explora from time to time by means of software downloads for a number of reasons, including preventing the DStv Explora from being used to receive services other than services authorised by MultiChoice.

PACE

Pace and  are trademarks and/or registered trademarks of Pace plc.

ROVI

This product incorporates copyright protection technology that is protected by U. S. patents and other intellectual property rights. Use of this copyright protection technology must be authorised by Rovi Corporation, and is intended for home and other limited viewing uses only unless otherwise authorised by Rovi Corporation. Reverse engineering or disassembly is prohibited.

Do not connect the unit through a VCR. Video signals fed through VCRs may be affected by copyright protection systems and the picture will be distorted on the television.

DOLBY

Manufactured under license from Dolby Laboratories. Dolby and the double-D symbol are trademarks of Dolby Laboratories.



HDMI

HDMI, the HDMI Logo, and High-Definition Multimedia Interface are trademarks or registered trademarks of HDMI Licensing LLC in the United States and other countries.



OPEN SOURCE

This product contains some open source software. For a full list of this software and the associated copyrights and licenses, go to www.dstv.com

Intellectual Property (including copyright)

All intellectual property rights in the DStv Explora as well as in the content received using this DStv Explora are either owned and/or licensed by MultiChoice. Unless specifically authorised in writing, the subscriber shall acquire no right, title or interest in any of the intellectual property rights (including the content).

No data, video or audio content received using this DStv Explora and a MultiChoice conditional access Smartcard may be copied, re-transmitted, re-broadcast other than as permitted by MultiChoice in the Subscriber Agreement. The DStv Explora allows some content to be recorded once to an external device. Hiring out or selling any of the content received using this DStv Explora is STRICTLY PROHIBITED.

Hacking of the conditional access system, accessing the hard disk of any decoder or facilitating anyone else doing so is STRICTLY PROHIBITED. Failure to adhere to this prohibition is a criminal offence.

General

- MultiChoice reserves the right to “marry” (i.e. link) the Smartcard and the decoder.
- Use of the PVR and/or XtraView functionality on the DStv Explora requires payment of an additional monthly fee stipulated by MultiChoice from time to time.
- Access to the hard disk and the PVR functionality of the DStv Explora shall terminate should you fail to pay the additional monthly fee mentioned above.
- Unless specifically required by applicable legislation and/or applicable warranties, MultiChoice shall not be liable for failure of a Smartcard or decoder or any component thereof.

Product Warranty

The manufacturer and MultiChoice warrant that the DStv Explora will be free from defects in design, materials and workmanship for a period of 12 months from the date of sale of the new DStv Explora to the consumer. This warranty will not apply in the event of:

- The DStv Explora being tampered with or being opened, worked on, repaired or modified, save by an authorised MultiChoice agent or branch;
- The DStv Explora not being installed or used in accordance with the manufacturer's specifications;
- The DStv Explora not being used with the supplied power supply (i.e. supplied when originally purchased);
- Malfunctioning or damage caused by the use of the DStv Explora in conjunction with equipment or smartcards not supplied by the manufacturer or MultiChoice;
- The DStv Explora being used to receive services other than services authorised by MultiChoice.

In the event of the DStv Explora not functioning, contact the MultiChoice Contact Centre or take the DStv Explora to a MultiChoice branch/agent, or the retailer from which the DStv Explora was purchased. In the event that the DStv Explora is taken to a branch/agent, the branch/agent will return the DStv Explora to the MultiChoice Repair Centre.

We also draw your attention to the implied warranty of quality in terms of section 56 of the Consumer Protection Act, 68 of 1998, as amended from time to time (the "Consumer Protection Act") in terms of which, if the DStv Explora fails to meet the requirements and standards contemplated in section 55 of the Consumer Protection Act, you may be entitled, without penalty at your election, to:

- Repair or replace any failed, unsafe or defective equipment; or
- demand a refund of the price paid by you for the equipment.

Any repairs made in these first 12 months must be made by the MultiChoice Repair Centre in order to rely on this warranty certificate. This certificate, plus the original purchase receipt showing the date of purchase of the new DStv Explora, must be provided to the MultiChoice agent or branch to which the DStv Explora is taken.



Did you know you can insure your DStv Explora? Visit www.dstv.com for more information on the Decoder Care Contract which covers the DStv Explora in the event of loss or damage.

Terms & Conditions apply

Disclaimers

Other than set out in this certificate, the most up-to-date Subscriber Terms & Agreements and DStv Explora information (available on www.dstv.com) and applicable legislation (including the Consumer Protection Act), the manufacturer and MultiChoice make no warranties, either expressed or implied, and including, but not limited to, implied warranties of merchant ability and fitness of the DStv Explora for a particular purpose. This extends to the hardware, software, the DStv Explora User Guides and any other written materials accompanying the DStv Explora at the time of its sale.

The manufacturer and MultiChoice specifically make no warranties, expressed or implied, that the DStv Explora is capable, or in the future, will be capable, of receiving services other than MultiChoice services.

Despite anything to the contrary, and save for the above-mentioned remedy in relation to the DStv Explora which does not function during the period covered by this warranty certificate and applicable legislation, the manufacturer and MultiChoice will bear no liability whatsoever, whether in contracts, delict or otherwise, for injury, loss or damage, including any loss of business profits or any other consequential damages arising out of the installation, use or operation of the DStv Explora or any defect therein.

MultiChoice shall not be liable for loss of memory or recorded material for any reason whatsoever including the loss of memory or recorded material as a result of termination of access rights.

MultiChoice will not be held responsible for any damage resulting from installations, whether by its agents, MultiChoice accredited installers, through do-it-yourself or through incorrect usage of equipment.

Obsolescence Disclaimer

Digital Technology is rapidly evolving. As a result of this, it is not possible to predict what the requirements will be in a few years' time. MultiChoice cannot guarantee that this DStv Explora will be able to run all available services in future.

DIY Installations Disclaimer

Please refer to the installation information and technical specifications available on www.dstv.com for assistance to install your DStv Explora.

A MultiChoice accredited installer or the supplier / manufacturer of the specific equipment should be consulted if any doubt exists when doing an installation. Please refer to the manuals provided with your satellite dish and any additional equipment used in the installation of the DStv Explora if you decide to do the installation yourself.

Installations Indemnity

Each and every installer acts as an independent contractor and is not an employee, subcontractor or agent of the manufacturer or MultiChoice. The manufacturer and MultiChoice are therefore not liable for any loss and/or damage of any nature whatsoever caused by the conduct of the installer, including, but not limited to:

- Any direct, indirect or consequential damages, loss of profit or other special damages of any nature which the user may suffer as a result of any breach by the installer of any of its obligations to the user;
- Any loss and/or damage to the property of the user and/or any third party, situated on the user's premises, as a result of an act and/or omission on the part of the installer.

Unless specifically provided otherwise in this certificate and/or required by applicable legislation (including the Consumer Protection Act), the manufacturer and MultiChoice do not directly or indirectly warrant or guarantee or make any representations whatsoever with regards to any equipment, including, but not limited to, any dish, LNB, remote, DStv WiFi Connector, switch or cabling used by the installer.

Subject to any express warranty or guarantee given by the manufacturer or MultiChoice, in writing, the manufacturer and MultiChoice do not:

- Give any warranty or guarantee or make any representation whatsoever in respect of any work carried out by any installer (including accredited installers);
- Accept any liability for any latent or other defect in any work carried out by any installer (including accredited installers).

Connected Services Disclaimer

- The subscriber agrees that the DStv Explora must be connected to the internet in order to access these services.
- Data charges apply when using connected services on the DStv Explora and MultiChoice recommend an uncapped ADSL account, with a minimum 2Mbps download speed when using this feature. Downloading video consumes large amounts of data so please be aware of your data package limits and costs. MultiChoice will not be held responsible for data usage.
- MultiChoice will not be liable for any interruption to the connected services as a result of the service provider's fault.

Visit dstv.com/GetConnected for more information, including full Terms and Conditions.

For Your Records

We recommend you complete the following information for your records:

DStv Explora	
Serial Number	
Purchaser's Name	
Purchaser's Address	
Authorised Dealer's Name	
Dealer's Address	
Date of Purchase	

Find us on

www.dstv.com

www.pace.com



Information correct at time of going to print. For updated information, go to www.dstv.com (the "DStv Website"). In the event of conflict between this information and the information on the DStv Website, the information on the DStv Website will prevail.

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