

## Terms of use of the Website

### 1. IMPORTANT CLAUSES

The paragraphs identified below contain important terms and we have set out below the reasons why they are important. Please ensure that you read and understand the entire document if you intend to use the website.

- 1.1. **Limitation of risk, legal responsibilities and liability.** Clauses 2.3, 2.4, 4, 8, 9, 10, 11 and 14 are important because they limit and exclude obligations, liabilities and legal responsibilities that we may otherwise have to you. As a result of these clauses, your rights and remedies against us are limited or excluded. These clauses also limit or exclude your right to recover or make claims for certain losses, damages, liability or harm you or others may suffer. In summary, these paragraphs state that you know and accept that the internet is not absolutely secure and that there is a risk that your personal information will not necessarily be secure when transmitted over the internet.
- 1.2. **Assumption of risk, legal responsibilities and liability by you.** Clauses 2.3, 3, 4, 5, 7, 6.2, 8, 9, 10, 11.2 and 14 are important because you take on risk, legal responsibilities and liability. You will also be responsible for, and you accept, damages, harm and injury which may be suffered by you and others in relation to what is stated in these clauses.
- 1.3. **Acknowledgements of fact by you.** Clauses 2.3, 6, 8, 10 and 11.2 are important because they each contain statements which are acknowledgements of fact by you. You will not be able to deny that the statements are true.

### 2. YOUR AGREEMENT TO THESE WEBSITE TERMS OF USE

- 2.1. This website, with its home page at <https://www.dstv.com/en-er> (this "**website**") is made available to you by MultiChoice Africa Holdings B.V. ("**MultiChoice**", "**we**", "**us**" and "**our**"), its affiliates and other members of its group of companies (individually and collectively referred to as the "**MultiChoice Group**"). For purpose of this document, "affiliates" shall be deemed to include any company or entity which directly or indirectly controls, is controlled by, or is under common control with, such company or entity. For the purposes of these website terms of use, "control" means the direct or indirect possession of the power to direct or cause the direction of the management and policies of an entity, whether through ownership, by contract or otherwise.
- 2.2. These Website Terms of Use (these "**terms**") apply to the use of this website, associated sites linked by MultiChoice to the website and the information, content, images, photographs, video, audio, data, works of authorship, materials, software and technology which may be displayed on, incorporated into, underlying, or used to operate, this website, including but not limited to

databases, text, information, graphics, trademarks, icons, logos, hyperlinks, sounds, photographs and designs (individually and collectively referred to as the "**content**"). These terms govern your use of the website, associated sites and content, except where we expressly state that separate terms apply – see also paragraph 2.4.3 below.

2.3. **By accessing or using the website or any part thereof, you agree that you have read, understood and agree to be bound by these terms. If you do not agree to these terms, you are not authorised to use or access this website and you must immediately cease use thereof. We recommend that you print a copy of these terms for future reference.**

2.4. Please note:

2.4.1. we may suspend, amend or terminate the website at any time without notice;

2.4.2. we may change these terms from time to time (without notice, where permitted by law), including by publishing the updated terms on this website. You must review these terms as published on this website whenever you access, use or visit this website. By using, accessing or visiting this website, the terms as published on this website, at that time, will apply to you;

2.4.3. there may be additional terms and conditions, disclaimers and disclosures that apply to the use of (or access to) certain parts of this website or content ("**additional terms**"). The additional terms form part of these terms and will be accessible on those parts of the website or content to which they apply. By using those parts of this website or content, you will be deemed to have agreed to the additional terms. If there is any conflict or inconsistency between any part of these terms or the additional terms, the additional terms will apply to the extent of the conflict or inconsistency.

2.5. For the purpose of these terms and wherever the context so requires, the terms "**you**" and "**your**" and "**user**" shall mean any person who accesses or uses the website.

### **3. PERMITTED USE**

3.1. This website is intended to provide you with information about MultiChoice and the MultiChoice Group, and not any other company.

3.2. You may only use this website for non-commercial purposes (i.e. private purposes, for example studying, research or viewing content) and as set out in these terms.

3.3. You may view, copy, download to a local drive, print and distribute the information displayed on this website or any part thereof, provided that (i) such information is used for information and non-commercial purposes; and (ii) as otherwise set out in these terms only.

- 3.4. If you wish to use or link to this website for any purpose, or in any way not expressly permitted in these terms, you may only do so with the express prior written permission of MultiChoice, which MultiChoice may withhold in its sole and absolute discretion. This website may include information and materials uploaded by you or other users of the website. This information may not have been verified or approved by us. The views expressed by other users on our website do not represent our views.
- 3.5. MultiChoice may impose restrictions and limitations on the territories in which you can use the website, the content accessible through the website and the functionality of the website in different territories.
- 3.6. MultiChoice may revoke your rights to use this website or the content at any time and for any reason. MultiChoice can do this without giving you any notice or informing you of this.

#### **4. PROHIBITED USE**

- 4.1. You must not, directly or indirectly, do any of the following things or allow anybody else to do the following things:
  - 4.1.1. perform any action that violates any of these terms;
  - 4.1.2. perform any action which is illegal, fraudulent, violates or infringes any rights, title or interest (including, but not limited to, any intellectual property rights) in or to this website or the content;
  - 4.1.3. rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the website and/or content;
  - 4.1.4. make alterations to, or modifications of, the whole or any part of the website or content, or permit the website, the content or any part thereof to be combined with, or become incorporated in, any other programs;
  - 4.1.5. use any technology or other means to access, link to, index, frame, scrape, copy or reproduce, adapt or republish the website or the content in a way that is not expressly authorized by us. In these terms, "**technology**" includes any hardware, software, programmes, networks, systems, applications, platforms, devices, technology and the like, of any kind and in whatever form;
  - 4.1.6. use technology or other means to remove, disable, bypass or circumvent any protection mechanisms or access control mechanisms, including those intended to prevent the unauthorized download, capture, scraping, linking, framing, reproduction, access to, use or distribution of the content or the website;

- 4.1.7. access or use the website or the content through automated means, including through the use of "robots" or "spiders" or "offline readers" or "deep-link" or "page-scrape" or any other software or methodology (other than by individually performed searches on publicly accessible search engines for the sole purpose of, and solely to the extent necessary for, creating publicly available search indices - but not caches or archives - of the website or the content and excluding those search engines or indices that host, promote or link primarily to infringing or unauthorized content);
- 4.1.8. collect or harvest any information or data or attempt to decipher any transmissions from the servers or systems which run the website;
- 4.1.9. intentionally or negligently introduce, or permit the introduction of, any "viruses", "trojan horses", computer code, malware, ransomware, instructions, devices or other materials that are designed to disrupt, disable, harm or otherwise impede in any manner the operation of any access device, technology, services, data, storage media, programs, equipment or communications, or otherwise interfere with the operations thereof ("**destructive code**") into the website, the content or the technology used by MultiChoice or any other user of the website;
- 4.1.10. damage, disable, overburden, impair or gain unauthorized access to the content or the website;
- 4.1.11. use the website in a way that could damage, disable, overburden, impair or compromise our technology or security or interfere with other users;
- 4.1.12. infringe or misappropriate our intellectual property rights or those of any third party;
- 4.1.13. remove, modify, disable, block, obscure or otherwise impair any advertising displayed on, or used in connection with, the website;
- 4.1.14. use the website or the content to advertise or promote products or services that are not expressly approved in advance in writing by us;
- 4.1.15. interfere with any other person's use and enjoyment of the website;
- 4.1.16. attempt to discover or reverse engineer the source code and other materials forming part of the technology used to provide the website or forming part of the content; or
- 4.1.17. receive or charge money, favours or other consideration for allowing any other person to use or access the website or the content,

(all of the above will be collectively referred to as "**prohibited acts**").

- 4.2. These terms and any restrictions on the use of the website will also apply to any part of the website and content that is cached when using the website.
- 4.3. We reserve the right to use technology and other means to monitor that you are complying with these terms.
- 4.4. **All acts and omissions of any person who uses your technology (or any other devices on which the website or the content is used) to access or use the website or content shall be treated as, and also be deemed to be, your acts and omissions. MultiChoice reserves the right to hold you liable and responsible for such acts and omissions.**

## **5. ACCOUNTS, PASSWORDS AND SECURITY**

- 5.1. Certain features of the website may require you to be a registered user, requiring you to register an account on the website.
- 5.2. **You agree that by registering an account on the website, you will provide information that is accurate, true and correct. We have the right to disable any user account, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms.**
- 5.3. You agree that you will be responsible to main the confidentiality of your account and registration details, including your password. You agree to notify MultiChoice immediately at [info@multichoiceafrica.com](mailto:info@multichoiceafrica.com) of any unauthorised use of your account or password or any other breach of your account.
- 5.4. You may not use anyone else's account details, password or account at any time without the express permission and consent of the registered user of that password or account. MultiChoice will not be liable for any loss or damage arising from your failure to comply with these obligations.

## **6. UPLOADING AND POSTING MATERIAL TO THE WEBSITE**

- 6.1. **In the event that you upload or post any document or information to the website, you confirm that you will only upload information that is accurate, true and correct.**
- 6.2. You indemnify and hold us harmless against claims that may arise from the use of and/or reliance on any information that you upload or post to the website.
- 6.3. Any information which you upload or post to the website will be processed in accordance with our Privacy Policy available at <https://www.dstv.com/topic/privacy-policy-20150313>
- 6.4. You acknowledge that MultiChoice has the right to remove any content that you have uploaded or posted to the website which MultiChoice may determine, in its sole and absolute discretion,

be obscene or indecent, racially prejudicial, offensive, blasphemous or defamatory or contrary to any law or which may have the effect of causing any embarrassment or injury to MultiChoice.

## **7. PRODUCTS, SERVICES AND OFFERS**

- 7.1. MultiChoice offers various products and services to the public and is involved in various corporate social investment activities.
- 7.2. You agree that additional terms and conditions may apply to the purchase of products and/or subscription to services including contests, promotions, campaigns, offers or similar features, and that you will be bound by those additional terms and conditions to the extent that you make purchases from MultiChoice or participate in contests, promotions, campaigns, offers or similar features.
- 7.3. MultiChoice's obligations, if any, with regard to the products, services and contests, promotions, campaigns, offers and similar features are governed solely by the agreements and additional terms pursuant to which they are provided, and nothing on this website should be construed to alter such agreements or additional terms.

## **8. USE OF CONTENT**

- 8.1. **You acknowledge that your use of any content on the website is at your own risk and you hereby indemnify and hold us harmless against any third party claims which may arise from your use and/or reliance on the content on the website at any given time.**
- 8.2. **As far as the law allows, MultiChoice, members of the MultiChoice Group and third party data providers give no warranties or representations with respect to this website or the content, including in relation to the accuracy, completeness, adequacy, timeliness or comprehensiveness of the content.**
- 8.3. As far as the law allows, MultiChoice, members of the MultiChoice Group and any third party data providers accept no responsibility, and will not be required, to update the website or the content or to notify you or other users of content that is inaccurate, incomplete, inadequate or out-of-date. Such information and data may not be updated and must be considered only in the context of its initial date of publication.
- 8.4. MultiChoice, members of the MultiChoice Group and any third party data providers may, in its or their sole discretion, from time to time, change, remove, update or amend the content.
- 8.5. The content on our website is provided as general information only. None of the content is professional advice or the official opinion of MultiChoice or members of the MultiChoice Group and, accordingly, you should not rely such information for any purposes. Users are encouraged

to seek professional advice before taking, or refraining from, any course of action related to the content.

## 9. INTELLECTUAL PROPERTY RIGHTS

- 9.1. This website and the content is the property of the MultiChoice Group and/or is licensed to the MultiChoice Group and is protected by various international copyright, trademark, patent, trade dress or other intellectual property rights, laws and treaties as well as under common law. Intellectual property rights created (or generated by) the MultiChoice Group or its employees or in connection with the website and the content will vest in the relevant MultiChoice Group entity.
- 9.2. Your rights to use the website and the content are expressly limited to those given to you in these terms. You may not modify, copy, distribute, display, perform, reproduce, publish or create derivative works from the content or any part thereof (whether in paper or digitised copy), except as expressly permitted by these terms.
- 9.3. MultiChoice and the MultiChoice Group own all rights in and to the logos and images that appear on this website, including those depicted in MultiChoice's logo library (the "**MultiChoice logos and images**"). The MultiChoice logos and images are trademarks, copyrights and intellectual property of MultiChoice and the MultiChoice Group. The MultiChoice logos and images are important assets to MultiChoice and the MultiChoice Group and represent a high standard of quality and brand recognition that MultiChoice and the MultiChoice Group spent substantial resources developing. Accordingly, the use of the MultiChoice logos and images is limited to editorial use by press agencies, journalists and students in newspapers, news magazines, trade publications, broadcast media, online media and educational articles about MultiChoice its products and services ("**editorial purpose(s)**"). MultiChoice strictly prohibits the use of the MultiChoice logos and images for any non-editorial purpose.
- 9.4. Only those third parties who wish to use the MultiChoice logos and images for editorial purposes, and those third parties who obtained MultiChoice's prior written consent to use the MultiChoice logos and images for non-editorial purposes, are authorized to use the MultiChoice logos and images ("**authorized users**") provided that at all times MultiChoice's (and that of any identified contributors) status as the author of the content on the website is always acknowledged. MultiChoice grants all authorized users a revocable, non-exclusive license to use the MultiChoice logos and images; subject, however, to the authorized users' ongoing compliance with the following use requirements ("**use requirements**"), which authorized users confirm they have read and agree to be bound by, by downloading the MultiChoice logos and images:

- 9.4.1. authorized users must check MultiChoice's logo library at <https://brandportal.naspers.com/company-logos> before using a Logo or Image to ensure that they are using the current version of the Logo or Image;
- 9.4.2. authorized users must reproduce the Logo or Image exactly as it appears in MultiChoice's logo library when it is downloaded;
- 9.4.3. authorized users must not alter the colour, font style, font size or stylization of the Logos or Images;
- 9.4.4. authorized users must not use the Logos or Images in a sentence or text string;
- 9.4.5. authorized users must not use the Logos or Images in combination or conjunction with any other logos, designs or elements;
- 9.4.6. authorized users must not re-distribute the materials in which the Logos or Images appear for other third parties to use or copy; and
- 9.4.7. authorized users must not offer any products or services in connection with the MultiChoice logos and images.
- 9.5. Without limiting or derogating from the rights of MultiChoice and/or any member of the MultiChoice Group, an Authorized User's failure to comply with any of these use requirements will result in the revocation of their non-exclusive license to use the MultiChoice's logos and images.
- 9.6. Should you be requested by MultiChoice or any member of the MultiChoice Group to stop using any content and/or the MultiChoice logos and images, then you agree to do so immediately upon receipt of such a request. If you print off, copy or download any part of our website in breach of these terms, your right to use our website will cease immediately.
- 9.7. MultiChoice, members of the MultiChoice Group and their respective employees and other representatives do not accept or consider unsolicited ideas including, without limitation, ideas for new promotions, new or improved products or technologies, marketing plans, new product names, program concepts, scripts, story lines, characters or any other proposals or suggestions. Please do not submit any unsolicited ideas, original creative artwork, suggestions or other works in any form to MultiChoice or any of its employees or other representatives. Any similarity between an unsolicited submission and any element in any creative work, product or service of MultiChoice or any member of the MultiChoice Group would be purely coincidental. If, despite our request that you not send us your ideas, you still submit them, then regardless of what your letter says, you agree that your submissions will not be treated as confidential or proprietary and



do not create any confidential or fiduciary relationship between you and MultiChoice or any member of the MultiChoice Group.

## **10. NO LIABILITY**

- 10.1. **You agree that your access and use of the website and the content will be entirely at your own risk.**
- 10.2. **As far as allowed by law, MultiChoice and all the members of the MultiChoice Group will not be liable for any damage, loss or liability of whatsoever nature arising directly or indirectly from the use, or inability to use, or reliance on, or the performance of, this website or the content or from any destructive code in this website or the content. As far as allowed by law, this applies even where there is negligence and also applies even if MultiChoice or members of the MultiChoice Group have been advised of the possibility of such, damage, loss or liability.**
- 10.3. **As far as allowed by law, this website and content is supplied on an "as is" and "as available" basis and has not been compiled or supplied to meet any user's individual requirements. MultiChoice and the members of the MultiChoice Group do not make any representations or give any warranties of whatever nature relating to this website or the content or the use thereof. As far as allowed by law, all representations and warranties of whatever nature relating directly or indirectly to this website or the content or the use thereof, and whether implied or imposed by law or otherwise, are hereby disclaimed and excluded.**
- 10.4. **This website may have links to other websites. Neither MultiChoice nor any of the members of the MultiChoice Group are in control of, or responsible or liable for non-MultiChoice Group websites or the contents of these non MultiChoice-Group websites. MultiChoice and members of the MultiChoice Group also do not necessarily endorse or recommend such other websites or their contents. These other websites are also subject to their own terms and conditions. You should read the terms of use and other legal information displayed on those websites.**

## **11. PRIVACY**

- 11.1. You agree that MultiChoice may collect, process, use, store and transfer across borders your data in accordance applicable data protection and data privacy laws. The Privacy Policy sets out the details of the personal and other information which MultiChoice and members of the MultiChoice Group collect, process and/or store. The Privacy Policy is accessible on the website at <https://www.dstv.com/topic/privacy-policy-20150313>

- 11.2. If you have any questions about the information MultiChoice or members of the MultiChoice Group collect, use, process or transfer when you use this website or the content, you can contact MultiChoice at [info@multichoiceafrica.com](mailto:info@multichoiceafrica.com)

## **12. LIMITS TO OUR LIABILITY**

- 12.1. We provide the website “as is”. We do not give any express or implied warranty or make any other promise about this website. For example, we do not warrant that it is good quality, fit for any particular purpose, accurate, complete, up-to-date, legally effective or secure. We also do not warrant that it is free of latent defects, errors, malicious software or infringing content, or that you will have quiet or uninterrupted use of it.
- 12.2. We will do our best to fix any fault in this website as soon as reasonably practical after we find out about it. This is the limit of our responsibility and liability for any fault in the website.

## **13. COMPLIANCE WITH LAW**

- 13.1. These terms and your access and use of the website and the content shall be governed by and construed in accordance with the laws of England and Wales. In the context of this website and the content, you, MultiChoice and the members of the MultiChoice Group agree to the exclusive jurisdiction of the courts of England and Wales. These terms will not limit any consumer protection rights that you may be entitled to under the mandatory laws of your country of residence.
- 13.2. If any part of these terms (or any contract governed or created by the terms), or the website, or content, or your use thereof are regulated by or subject to any laws in any jurisdiction (including laws other than those of the country from which you access the website), it is not intended that any part of these terms contravenes any provision of such laws in such jurisdiction to the extent that they are applicable.
- 13.3. No provision of these terms (or any contract governed or created by these terms):
- 13.3.1. does or purports to limit or exempt MultiChoice or any member of the MultiChoice Group from any responsibility or liability (including, without limitation, for any loss directly or indirectly attributable to our gross negligence or wilful default or that of any other person acting for or controlled by us) to the extent that applicable laws do not allow such a limitation or exemption;
- 13.3.2. requires you to assume risk for liability or loss (including the kind of liability or loss referred to above), to the extent that applicable laws do not allow such an assumption of risk; or

- 13.3.3. limits or excludes any warranties, rights or obligations which are implied into the terms (or any contract governed or created by the terms) by applicable laws, or which we give under applicable laws, to the extent that applicable laws do not allow them to be limited or excluded.
- 13.4. **Viewing the content you seek to access may not be lawful in certain jurisdictions. In certain jurisdictions, only certain categories of persons may be allowed to view the content. You must satisfy yourself that you are not subject to any local requirements or laws that prohibit or restrict you from viewing the content. You must comply with all requirements and laws that apply to you which prevent or restrict you from viewing the content.**
- 13.5. Each provision of these terms, and each part of any provision, is removable and detachable from the others. As far as the law allows and subject to what is stated in the remainder of this clause, if any provision of these terms, or part of a provision, becomes unenforceable, illegal or invalid, it must be treated as if it was not included in these terms. The rest of these terms will still be valid and enforceable.

#### **14. GENERAL AND CONTACT INFORMATION**

- 14.1. The failure by any member of the MultiChoice Group to exercise or enforce any right or provision of these terms shall not constitute a waiver of such right or provision.
- 14.2. These terms and any additional terms make up the whole agreement between you and the MultiChoice Group relating to the access and use of this website and the content.
- 14.3. These terms and any rights, obligations and licenses granted hereunder may not and must not be transferred, ceded, delegated, assigned or novated by you.
- 14.4. You agree that MultiChoice and/or any member of the MultiChoice Group (as the case may be) may, at any time, transfer, cede, delegate, assign or novate any or all of its/their rights and obligations under these terms and they may do so without your consent. Where required by law, MultiChoice will notify you if MultiChoice and/or any member of the MultiChoice Group transfers, cedes, delegates, assigns or novates any rights or obligations to a third party. MultiChoice and/or any member of the MultiChoice Group may sub-contract their obligations without your consent and we do not have to inform you if we sub-contract any of our obligations.
- 14.5. We may also update or change our website, content or any part thereof from time to time. We will try to give you reasonable notice of any major changes that apply to you or any suspension or withdrawal.

14.6. If you have any questions, queries or wish to request permission to use any part of this website including, linking, framing or searching, please contact us at:

email address: [info@multichoiceafrica.com](mailto:info@multichoiceafrica.com)