

# TERMS AND CONDITIONS FOR ACCESS TO AND USE OF DStv NOW

By downloading and/or accessing and using DStv Now and the services herein, the User agrees to be bound by the DStv Now Terms & Conditions which are available on DStv Now at the time of access and use, and as amended from time to time. **Further, in accessing and/or using DStv Now the User consents to MultiChoice tracking each Users' specific content consumption behaviour for purposes of allowing detailed relevant recommendations of content to each User.** The User will be required to accept these DStv Now Terms & Conditions when downloading and/or accessing DStv Now.

## 1 Introduction

1.1 These terms and conditions set out the contractual basis upon which MultiChoice will authorise the User to access and use DStv Now for Live TV, DStv Catch Up, DStv Kids (as it relates to the application), My DStv (Self Service) and/or the TV Guide ("DStv Now Terms & Conditions").

1.2 DStv Now is available to any User. All Users require a DStv login (Connect ID) to access DStv Now. Live TV streaming and Catch Up Video Content are available to DStv Premium, Extra, Compact Plus and Compact customers. My DStv is available to DStv Customers in South Africa and the TV Guide is available to all Users. Video Content available is based on the DStv Customer's active package. The viewing of Video Content in DStv Now shall be limited to DStv Territories. Access to the DStv Now Video Content is limited to the Video Content of the country in which the Customer's account is held regardless of where the Customer and/or User is physically located. Video Content downloaded within the DStv Territories can be viewed anywhere in the world.

1.3 If the User is a DStv Customer, these DStv Now 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 Now Terms and Conditions), the DStv Now terms and conditions shall prevail.

1.4 Please note that the User may be entitled to certain rights in terms of the provisions of any applicable laws ("the Applicable Laws"). For the avoidance of any doubt, no term or provision contained in these DStv Now Terms and Conditions is to be interpreted or construed so as to directly or indirectly –

1.4.1 exclude, limit, waive or deprive the User of any rights which the User may have in terms of the Applicable Laws;

1.4.2 avoid any obligation or duty which MultiChoice may have in terms of the Applicable Laws;

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

1.4.4 authorise MultiChoice to do anything that is unlawful in terms of the Applicable Laws or fail to do anything that is required in terms of the Applicable Laws.

## 2 Interpretation

In these DStv Now Terms & Conditions –

2.1 "Access Fee" means the fee payable to MultiChoice by Customers to gain an additional viewing environment. These additional viewing environments may take the form of (but are not limited to) additional decoders connected through XtraView or the additional environment that enables simultaneous recording, downloading of additional content and Remote Recording; available via a PVR.

2.2 "Affiliate" in relation to MultiChoice means any person who is:

2.2.1 controlled by MultiChoice;

2.2.2 controls MultiChoice; or

2.2.3 is under common control with MultiChoice;

2.3 "Connect ID" means a registration / profile that belongs to a digital User who signs up on any of the DStv websites and / or applications that require a login for certain functionality.

2.4 "Video Content" means audio and/or audio-visual programming which is selected and made available by MultiChoice on DStv Now.

2.5 "CPA" means the South African Consumer Protection Act 68 of 2008, as amended from time to time;

2.6 "Device" means the computer and/or mobile device that can be used for viewing and/or downloading DStv Now and its Content;

2.7 "Download" means to transfer Video Content onto the DStv Customer's Device for subsequent access and use for a limited time period and "Downloaded" has a corresponding meaning;

2.8 "DStv Catch Up" means selected programming provided by MultiChoice which enables the User by means of Streaming or temporary Download to their Device, for a limited period of time;

2.9 "DStv Customer" means a person who requests, or who has authorised another person to request on his behalf, access to the MultiChoice Service and whose subscription to the MultiChoice Service is active and currently not in arrears or such other person as determined by MultiChoice from time to time;

2.10 "DStv Kids" means selected children's programming provided by MultiChoice which enables the DStv Customer by means of Streaming or temporary Download to their Device, for a limited period of time and is only available on the DStv Now application;

2.11 "DStv Now" means the service offered by MultiChoice made available through an application and a website and which allows the User to access Live TV, DStv Catch Up; DStv Kids, My DStv (Self Service) and/or the TV Guide;

2.12 "DStv Premium/DStv Extra, DStv Compact Plus and/or DStv Compact" means the package of audio-visual and audio channels referred to as such by MultiChoice, and includes any package which MultiChoice determines should replace those packages from time to time;

2.13 "DStv Territories" means any country in which MultiChoice or its Affiliate provides a MultiChoice Service to the general public;

2.14 "ECT Act" means the South African Electronic Communications and Transactions Act 25 of 2002, as amended from time to time;

2.15 "Live TV" means the selected live TV channels that will be available within the DStv Now service which may vary from time to time.

2.16 "MultiChoice Service" means the subscription-based broadcasting service comprising the bouquets and associated services, features, facilities and applications and any additional functionalities provided by MultiChoice to DStv Customers in accordance with the Subscription Terms and Conditions;

2.17 "MultiChoice" means MultiChoice Support Services (Proprietary) Limited and its Affiliates;

2.18 "TV Guide" means the MultiChoice electronic programming guide as updated from time to time;

2.19 "Subscription Agreement" means the agreement between MultiChoice and its customers, as amended from time to time, which sets out the terms and conditions on which the customer is authorised to access the DStv Service in exchange for payment of the applicable subscription fee;

2.20 "User" means a person who accesses and/or uses any of the services offered by DStv Now.

### **3 Eligibility to Access and Use DStv Now**

3.1 DStv Now is available to DStv Customers and/or Users who access DStv Now on their Device in accordance with these Terms and Conditions.

3.2 MultiChoice may take measures, including technological measures, to ensure that it provides the service only to persons who meet the eligibility criteria in these Terms and Conditions.

## **4 The services within DStv Now:**

### **4.1 Live TV**

4.1.1 Live TV enables a DStv Customer select and watch live selected channels, as they are made available by MultiChoice from time to time.

4.1.2 MultiChoice may, in its sole discretion, select and determine the channels that will be available from time to time, taking into account a variety of factors, including MultiChoice's contractual agreements with its Content providers.

4.1.3 In providing the User this service, MultiChoice does not guarantee that it will always be able to provide the User with all the programming in the selected TV channels as this will depend on the rights acquired from Content providers from time to time.

4.1.4 Access to Live TV is available to DStv Premium, Extra, Compact Plus and Compact customers.

4.1.5 The channels available are based on the DStv Customer's active package.

## **4.2 DStv Catch Up**

4.2.1 MultiChoice may, in its sole discretion, select and determine the Content which will be available for viewing on DStv Catch Up. Such Content shall be available for a limited period of time in line with rights acquired from Content providers.

4.2.2 The User will have no right or expectation that any particular programming will be available for viewing using DStv Catch Up, regardless of whether or not that particular Content has been broadcast on their respective DStv package.

4.2.3 Some Content may be available for Streaming but not for Download and vice versa in line with rights acquired from Content providers.

4.2.4 Access to DStv Catch Up is available to DStv Premium, Extra, Compact Plus and Compact customers.

4.2.5 The Video Content available is based on the DStv Customer's active package.

## **4.3 My DStv (Self Service)**

4.3.1 My DStv enables a DStv Customer to manage selected aspects of their DStv account.

4.3.2 MultiChoice may, in its sole discretion, select and determine the aspects of Self Service which will be made available to My DStv on DStv Now.

4.3.3 Access to My DStv is available to all DStv Customers in South Africa.

## **4.3 TV Guide**

4.3.1 DStv Now allows a User to access the TV Guide which shall be made available from time to time and is subject to change as and when MultiChoice deems fit.

4.3.2 The TV Guide shall allow a User to select available channels; the information thereof and in some instances enable the User to view Video Contents of same.

4.3.3 South African Users who are DStv Customers, who are paying the Access Fee and have a Connect ID linked to an Explora shall be able to record Video Content remotely from the DStv Now website and application. Remote recording shall only be possible once the DStv Customer has activated the remote recording feature on his/her Explora and ensured that his/her Explora is connected to the Internet.

4.3.4 In the event of a conflict between a recording set on the Explora and a recording set through DStv Now, recordings set through DStv Now will take precedence. It is therefore the responsibility of the DStv Customer to ensure that the recordings set through DStv Now are (1) not in conflict with any other recordings and/or (2) should there be a conflict, the recordings set through DStv Now are of priority to the DStv Customer. In the event that a DStv Customer wishes to cancel a recording such cancellation can only be done through his/her Explora. MultiChoice shall not be held responsible for any failures or incorrect remote recordings.

4.3.5 In providing the User with this service, MultiChoice does not guarantee that it will always be able to provide the User with all the programming and at the exact times as contained in the TV Guide. Further, MultiChoice does not warrant that the service shall be free from errors.

## **5 Minimum Technical Specifications**

5.1 In order to access and use DStv Now, the User must, at the User's own cost, meet MultiChoice's minimum technical specifications, the latest of which, can be viewed on [dstv.com](http://dstv.com)

5.2 Without limiting the generality of clause 5.1 above, the User must, at the User's own cost –  
5.2.1 acquire access to, install and maintain the specified hardware (including the Device), applications and telecommunications facilities;

5.2.2 as it relates to the DStv Now application, install the DStv Now application and upgrade as and when new versions are released

5.2.3 obtain broadband Internet access from an Internet Service Provider with a minimum speed of 2Mbps;

5.2.4 ensure that the User has sufficient Download capacity available on the User's Device should the User choose to Download Content;

5.2.5 maintain the required hardware (including the Device), systems, software, telecommunications facilities and Internet access services.

5.3 MultiChoice will not be responsible for –

5.3.1 any failure, delay or lack of ability within MultiChoice's operating platforms in the delivery of the Content or the accessing of DStv Now and/or its services; or

5.3.2 any loss (including loss of data), damage (including damage to the User's hardware and the User's Device), costs or expenses suffered or incurred by User directly or indirectly as a result of the User's failure to properly install the hardware or software, or due to any incompatibility of the User's Device with DStv Now or any of its services.

5.4 MultiChoice will not be responsible for any loss, damage, costs or expenses suffered or incurred by the User due to factors beyond its reasonable control including, without limitation, Internet congestion, slow Internet connectivity, the operation of "cookies", temporary Internet files, firewalls, proxy servers, pop up blockers or other files/software on the User's Device. It is the User's responsibility to manage the User's hardware and to remove any impediments to the proper functioning of DStv Now and its services. The User is, however, cautioned against taking any steps which could render the User and/or the User's hardware (including the User's Device) vulnerable to any risks including, without limitation, viruses or spam, and the User do so at the User's own risk.

## **6 The Sign Up Process**

6.1 In order to access DStv Now, the User will be required to have a valid Connect ID; or a person granted permission to access DStv Now by such Customer and complete the registration process. Only the first four Devices on which the User signs in with a valid Connect ID will automatically be registered. Of the four Registered Devices, only two Devices can simultaneously view Streaming Video Content. Registered Devices can be changed on DStv Now every six months.

6.2 MultiChoice reserves the right to change the number of Registered Devices and/or the period to change registration of same by either reducing or increasing it.

6.3 The User is solely responsible for any loss or damage suffered by him/her, MultiChoice, MultiChoice Affiliates, or any third parties as a result of a breach by User of these Terms and Conditions.

## **7 Permitted Use of DStv Now**

7.1 The User may access and use DStv Now only for the User's individual private, non-commercial use, and in accordance with these DStv Now Terms & Conditions.

7.2 The Content and all other materials or software which MultiChoice makes available on DStv Now are either owned by, or licensed to MultiChoice and/or MultiChoice Affiliates, and are protected by intellectual property law.

7.3 The User may not use DStv Now, its Contents, or any aspect thereof, in any manner that constitutes a violation of any law (including intellectual property law, and including statutory law and the common law), or an infringement of MultiChoice's rights (including the intellectual property rights) or those of MultiChoice Affiliates, MultiChoice licensors or any third party.

7.4 The User may not reproduce, modify, copy, transfer (to any person or onto any Device, whether corporeal or incorporeal), perform, transmit, broadcast, upload or redistribute the Contents, whether for the User's personal use or commercial gain. For the avoidance of any doubt, the User may view the Contents only on the Device which the User uses to access DStv Now.

7.5 In relation to any systems which MultiChoice provides to the User, the User may not –

7.5.1 modify, disassemble, decompile or reverse engineer these systems;

7.5.2 sub-license, distribute, rent, sell or otherwise transfer them to any third party;

7.5.3 copy or reproduce the systems; or

7.5.4 circumvent or disable any technology features or measures in the systems.

7.6 The User may not hack, reverse engineer, decompile, modify, tamper with or otherwise compromise the security of any digital rights management system or any other security or content protection systems used for or in relation to the provision of any service through DStv Now.

7.7 The User may not use DStv Now, or any of its services, in any manner that causes it or any aspect thereof to be interrupted or damaged.

7.8 If the User breaches these DStv Now Terms & Conditions, the User will be responsible for any loss, damage and expense which MultiChoice may suffer, or claims against MultiChoice that arise directly or indirectly from, or in relation to User's breach of these DStv Now Terms & Conditions.

## **8 Amendment and variation of DStv Now**

8.1 MultiChoice reserves the right, at any time, to –

8.1.1 limit or deny access to DStv Now, or any aspect thereof, for any reason which MultiChoice considers reasonably necessary for any purpose related to its business including, without limitation, in order to support the provision, operation, maintenance and security of the services, or any aspect thereof, and for purposes of performing any upgrade, repair or maintenance services;

8.1.2 change DStv Now, or any aspect thereof; or

8.1.3 discontinue with DStv Now.

## **9 Warranties, limitations of liability and indemnities**

9.1 Subject to the provisions of s43(5) and s43(6) of the ECT Act, if applicable (or any other applicable local legislation within a country), and to any applicable provisions of the CPA (if applicable) and to the full extent permitted by Applicable Law:

9.1.1 MultiChoice makes no representations and give no warranties, whether expressly or implicitly, as to DStv Now and specifically, but without limitation, make no representations and give no warranty –

9.1.1.1 that DStv Now will be tailored to meet the User's personal requirements or expectations; or

9.1.1.2 that the service will be uninterrupted or error free

9.1.2 MultiChoice will not be responsible, and disclaim all liability, for any loss, liability, injury, expense or damage (whether direct, indirect, incidental, punitive or consequential) of any nature which is suffered by any person who accesses, uses or relies on DStv Now. Without limiting the generality of this clause, MultiChoice will not be responsible for any loss, liability or damage of any nature incurred by whomever and resulting directly or indirectly from:

9.1.2.1.1 the inability to access or difficulty in accessing, the services to the extent that such delay or failure results from causes beyond MultiChoice reasonable control;

9.1.2.1.2 access to, use of, or reliance on the Contents;

9.1.2.1.3 MultiChoice delay or failure to fulfil obligations under these DStv Now Terms & Conditions to the extent that such delay or failure results from causes beyond MultiChoice's reasonable control; or

9.1.2.1.4 any negligent act or omission of MultiChoice or MultiChoice consultants, agents or employees.

## **10 No provision of these DStv Now Terms & Conditions is to be interpreted or construed as-**

10.1 excluding, limiting or waiving any rights which the User may have, or avoiding any obligation which MultiChoice may have, in terms of the ECT Act, the CPA or any other applicable laws, whether in South Africa or any other country having jurisdiction (unless such laws permit the parties to agree otherwise); or

10.2 limiting or exempting MultiChoice from liability as a supplier for any loss directly or indirectly attributable to MultiChoice's gross negligence or that of any person acting for or controlled by MultiChoice.

## **11 Support**

Should the User experience any difficulties with any aspect of DStv Now, the User may contact MultiChoice on the Contact page within DStv Now or by sending an email to [DStvNowSupport@dstvdm.com](mailto:DStvNowSupport@dstvdm.com) or in any other manner indicated by MultiChoice from time to time.

## **12 Disclosure in Terms of s43 of the ECT Act**

The disclosures which are required in terms of section 43 of the ECT Act can be found on the website at [dstv.com/TermsAndConditions](http://dstv.com/TermsAndConditions).

## **13 Amendment of DStv Now Terms & Conditions**

MultiChoice reserves the right, in MultiChoice's sole discretion, to amend any of the provisions of these DStv Now Terms & Conditions from time to time. Each time the DStv Customer and/or User access the Services through DStv Now, the DStv Customer and/or User agree to be bound by DStv Now Terms & Conditions. If MultiChoice amend the DStv Now Terms & Conditions, MultiChoice will post the amended terms and conditions within DStv Now. The amended DStv Now Terms & Conditions will become effective immediately once they are posted within DStv Now, and any subsequent use of DStv Now and/or services will be governed by the new DStv Now Terms & Conditions. The DStv Customer and/or User is advised to regularly check these DStv Now Terms & Conditions for any amendments.

## **14 Termination of these DStv Now Terms & Conditions**

14.1 The User's failure to comply with these DStv Now Terms & Conditions constitutes a material breach of these DStv Now Terms & Conditions.

14.2 If the User becomes ineligible to access the Services, or breaches these DStv Now Terms & Conditions, MultiChoice may, without prejudice to any other remedy MultiChoice may have, terminate the DStv Customer and/or User's ability to access DStv Now and its services, and remove all Content stored on the DStv Customer's and/or User's Device. If, and to the extent that MultiChoice is required by any Applicable Law, or if MultiChoice otherwise consider it appropriate, MultiChoice will notify the User prior to exercising MultiChoice's rights in terms of this clause. If not, MultiChoice may exercise MultiChoice rights immediately.

## **15 General**

15.1 These DStv Now Terms & Conditions, as amended from time to time, constitute the entire agreement between the User and MultiChoice in relation to its subject matter and supersede any previous agreements between the User and MultiChoice.

15.2 Any relaxation or indulgence which MultiChoice may show to the User at any time in regard to these DStv Now Terms & Conditions are without prejudice to, and does not constitute a waiver of, any rights MultiChoice may have, either in terms of these DStv Now Terms & Conditions or any Applicable Law.

15.3 If any provision in these DStv Now Terms & Conditions is found to be wholly or partly unenforceable or invalid for any reason, then these DStv Now Terms & Conditions will be severable in respect of the provisions in question to the extent of their invalidity or unenforceability, and the remaining DStv Now Terms & Conditions will remain in full force and effect.

15.4 Where these DStv Now Terms & Conditions prohibit the User from any conduct, the User is also prohibited from attempting that conduct, or permitting, promoting, facilitating or condoning any other person doing so.

15.5 MultiChoice may cede any of its rights and/or assign any of MultiChoice's obligations under these DStv Now Terms & Conditions to any person without the DStv Customer's consent.

15.6 The User may not cede any of the User's rights and/or assign any of the User's obligations under these DStv Now Terms & Conditions to any person.



15.7 These DStv Now Terms & Conditions are subject to and will be interpreted, implemented and enforced in terms of the laws of the relevant country. Where a specific law is specified in these DStv Now Terms & Conditions, should an equivalent law exist in the relevant country, that section of the DStv Now Terms & Conditions shall be read to mean the relevant or applicable law of that country.

15.8 The User consents to the jurisdiction of the Magistrate's Court (or equivalent thereof) in respect of all proceedings arising out of or in connection with these DStv Now Terms & Conditions. MultiChoice may, in its sole discretion, institute any proceedings arising out of or pursuant to these DStv Now Terms & Conditions in any Division of the High Court (or the equivalent thereof) of the country having jurisdiction.

15.9 MultiChoice chooses the following address for the service of all notices and processes arising out of these terms and conditions: 144 Bram Fischer Drive, Randburg, 2125, Gauteng, South Africa.

15.10 The User chooses, as the User's address for the service of all notices and processes arising out of these Terms and Conditions the physical address supplied by the DStv Customer when registering as a DStv Customer to the MultiChoice Service, as amended by the DStv Customer from time to time.

#### 15.11 Usage Measurement Data

MultiChoice will track content consumption behaviour. This allows MultiChoice to provide customers with better content selection and choice for all Users. In accessing and/or using DStv Now the User consents to MultiChoice tracking each Users' specific content consumption behaviour for purposes of allowing detailed relevant recommendations of content to each User.

- TV Guide
- Live TV
- DStv Catch Up
- DStv Kids
- My DStv (Self Service)
- About DStv Now