

MULTICHOICE TERMS AND CONDITIONS FOR ACCESSING THE DSTV STAY TELEVISION GUIDE ONLINE (“DSTV STAY”)

1. Introduction and definitions

1.1. These Terms and Conditions are the general terms and conditions that apply to Your access and use of the MultiChoice DStv Web-based For Business DStv Stay Service (“Website”). This Website provides a personalized to your establishment, digital version of the MultiChoice DStv For Business Television guide, for onward distribution to your guests. The Website is hosted by New Media, for and on behalf of MultiChoice, and is hosted and located within the Republic of South Africa.

1.2. “DStv” is a property and product of MultiChoice

1.3. “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.

1.4. “You” or “Your” refers to an active For Business subscriber of MultiChoice DStv services/products.

MultiChoice is a licensed broadcast service providers by the Independent Communication of South Africa

1.5. By accessing the Website, You agree that You have read, understood and agree to be bound by the Terms and Conditions which regulate this Website at the time of such access and as amended from time to time.

1.6. You will only be able to access the relevant version of a TV guide applicable to Your package.

1.7. You will only be able to access this Website as an active For Business subscriber of MultiChoice.

2. Your use of the Website

2.1. You agree that Your use of this Website is for lawful purposes only (accessing the TV guide for onward distribution to your guests only).

2.2. You agree that You will not use this Website for any unlawful purpose, including committing a criminal offence, gaining unauthorised access to other computer systems, or transmitting any unlawful material.

3. Accuracy of information

3.1. While every effort is made to ensure that the information provided on this Website is current and accurate, the accuracy of the information is not guaranteed as it is subject to changes by DStv at its sole discretion and without any prior notice or notice at all.

3.2. DStv may, at any time, replace, withdraw or change the content, features or functions of the Website

4. Your privacy

Your privacy is important to us. However, so that we can regularly assess and improve the site, we collect information regarding accessing and usage of the Website.

5. Audit and inspection

We may, remotely inspect and audit Your records or inspect Your usage of the Website.

6. Inappropriate and unauthorised acts.

You are responsible for the acts of Your employees, agents, contractors, guest or any other persons whom You allow to access the Website. You indemnify us and hold us harmless against any loss, damage or claim which is a result of anything those persons have done or not done and we are not responsible for any liability arising from such acts or omissions.

7. Copyright and use of material

7.1. MultiChoice retains all intellectual property rights and copyright in the Website and all current and future content displayed on the Website.

7.2. MultiChoice grants You, subject to these Terms and Conditions, a non-exclusive, non-transferable, limited and revocable right to access, display, use, download and otherwise copy the current and future content of the Website for Your, and Your Guests personal, non-commercial and informational purposes only.

7.3. This Website and its contents may not be reproduced, duplicated, copied, resold or otherwise used for any other commercial purpose, other than for Your and Your Guests TV Guide informational requirements, without the express prior written consent of MultiChoice.

8. General disclaimer

8.1. You agree to access and use this Website entirely at Your own risk. Please read the indemnity and exclusion of liability clause below.

8.2. Subject to the provisions of s43(5) and s43(6) of the Electronic Communications Transactions Act 25 of 2002, if and to the extent applicable, and to any applicable provisions of the Consumer Protection Act 68 of 2008, and to the full extent permitted by law:

8.2.1. We make no representations and give no warranties, whether expressly or implicitly, as to the Website or the information provided on the Website, and specifically, but without limitation, make no representations and give no warranty:

8.2.1.1. that the Website will be tailored to meet Your personal requirements and/or expectations;

8.2.1.2. of the time or frequency within which the Website will be updated, or that access to the Website will be uninterrupted or error-free; or

8.2.1.3. that the information provided on the Website will be true, complete, accurate or reliable at all time.

8.3. We 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, arising from negligence, and which is suffered by any person who accesses, uses or relies on the Website.

8.4. Without limiting the generality of this clause, we will not be responsible for any loss, liability or damage of any nature incurred by whomever and resulting directly or indirectly from:

8.3.1.1. access to the Website;

8.3.1.2. inability to access, or delays or difficulty in accessing, the Website, to the extent that such inability, delay or failure results from causes beyond our reasonable control;

8.3.1.3. access to, use of, or reliance on information or content available on the Website;

8.3.1.4. services available from the Website;

8.3.1.5. our delay or failure to fulfil our obligations under these Terms and Conditions to the extent that such delay or failure results from causes beyond our reasonable control; or

8.3.1.6. any negligent act or omission of ours or our consultants, agents or employees.

9. Applicable law

This Website is owned and hosted in the Republic of South Africa but accessible from different jurisdiction or countries. The Website shall be governed by the laws of the Republic of South Africa, and You consent to the jurisdiction of the South Gauteng High Court in the event of any dispute.

10. Indemnity and exclusion of liability

10.1. You expressly agree that the use of this Website is entirely at Your own risk. The Website and all its contents are provided on an "as is" basis, and DStv makes no representations or warranties of any kind, whether express or implied, to the accuracy of the contents of the Website. DStv does not warrant that the Website's functions will be uninterrupted or error-free, or that the site or its server is free from viruses or other harmful components.

10.2. MultiChoice, its owners, directors, employees, officials, suppliers, agents and/or representatives shall not be liable for any loss or damage, whether direct, indirect or consequential, or any expense of any nature whatsoever, which may be suffered by the user, which arises directly or indirectly from reliance of the Website and/or its content.

10.3. MultiChoice, its agents or suppliers shall not be responsible for any direct or indirect special consequential or other damage of any kind whatsoever suffered or incurred by You related to Your use of, or Your inability to access or use, the content or the Website or any functionality of the Website.

10.4. You will indemnify MultiChoice, its owners, directors, employees, officials, agents, suppliers or representatives, and keep them fully indemnified, from and against any loss or damage suffered or liability incurred in respect of any third party, which arises from Your use of this Website.

11. Cost of Website access

Access to this Website free is of charge.

12. Security

12.1. You may not, whether intentionally or negligently, do, or attempt to do, anything to interfere with or disrupt the Website, or compromise the security or stability of the Website, including, without limitation, by delivering, or attempting to deliver, any damaging code (such as computer viruses, worms and Trojan horses) or other damaging or destructive component to the Website, or the server and computer network that support the Website.

12.2. You must take all reasonable steps to prevent compromising the security and stability of the Website.

NB: I have read, understood and accept the terms and conditions.

Accept

Decline