

**THE TERMS AND CONDITIONS GOVERNING SUBSCRIPTION TO DStv
INTERNET SERVICES BY INDIVIDUALS FOR THEIR PRIVATE USE
(SOUTH AFRICA)
("Internet Subscription Terms and Conditions")**

High Level Overview

- These terms and conditions apply to DStv Internet services agreements entered into from 1 October 2022.
- These terms and conditions apply to both month-to-month and fixed term agreements.
- DStv have partnered with leading internet providers to offer Internet Services.
- Customers have a choice of FLTE or Uncapped Fibre.
- The service is coverage dependent – and before signing up, customers must first check which internet service is available in their area.
- Use of our internet services requires an approved device (DStv Router) and if you take up an FLTE service, a SIM card too. Use of SIM cards require RICA certification.
- FLTE requires no installation and can be used at two nominated addresses.
- Fibre requires installation and is a fixed service.
- Payment for your services is made in advance and if your service has capped data, you are able to top-up your data using self service.
- Billing for Fibre starts when your service is confirmed to be working by our Infrastructure Partners. FLTE billing starts on delivery of the SIM card and DStv Router.

Interpretation

1. In these Terms and Conditions, these terms have the following meanings:
 - 1.1 "Agreement" means the agreement concluded between you and Orbicom or MultiChoice when we accept your Request, including these Terms and Conditions, your Request Record, our infrastructure partners terms and conditions and, where applicable, any documentation included with our Approved Devices, or any applicable Rules as amended from time to time, (as they appear on our Website);
 - 1.2 "Applicable Laws" means the applicable provisions of any applicable laws;
 - 1.3 "Approved Device" means any device approved for use to receive our internet services ;
 - 1.4 "Billing Period" means the monthly period between:
 - 1.4.1 the date corresponding with the Commencement Date; and
 - 1.4.2 the day before the same date in the next month, which is also the Monthly Due Date.
 - 1.5 "Calendar Month" means the period from the 1st day of a month to the last day of that month.
 - 1.6 "Commencement Date" means the date on which we activate your access to the Internet Service;
 - 1.7 "Consumer Protection Act" means the Consumer Protection Act, 68 of 2008, as amended from time to time;
 - 1.8 "Coverage Area" means the geographical area in South Africa in which the Internet Service is provided;
 - 1.9 "Customer" means a South African citizen or a person with a valid passport, 18 years or older.
 - 1.10 "Equipment" means the mechanism required in order to receive the Internet Service, and includes (if applicable) the Approved Routers, SIM, Website, Applications and related equipment and cabling;
 - 1.11 "LTE" means Fixed Long-Term Evolution. It is a wireless high-speed internet connection designed to work from a set location
 - 1.12 "Fees" means the fees payable by you in respect of your access to the Internet 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 Internet Service), as reflected in your Request Record and amended from time to time by us on notice to you, which fees are payable to us directly or through one of our authorised representatives, in any manner authorised by us from time to time;
 - 1.13 "Fibre" means the internet connection delivered via fibre-optic cables;
 - 1.14 "General Amendment" means an amendment of these Terms and Conditions by us from time to time on notice to you;
 - 1.15 "General Terms" means MultiChoice's Terms and Conditions available on dstv.com;
 - 1.16 "Infrastructure Partner(s)" means the companies we partner with to deliver the Internet Service;
 - 1.17 "the Internet Service" means:
 - 1.17.1 the option/s selected by you and the associated services, features, facilities and applications; and
 - 1.17.2 any additional functionalities selected by you.

- 1.18 "Manufacturer" means the manufacturer of the Equipment;
- 1.19 "Monthly Allocation" means the commencement value of the customer's data balance at the commencement of each Calendar Month according to the customer's selected Internet Service package.
- 1.20 "Monthly Due Date" means the date each month by which we must receive payment of your Fees;
- 1.21 "MultiChoice" means MultiChoice Support Services (Pty) Ltd and any other person to which it may transfer its rights, obligations and interests in the terms of the Agreement;
- 1.22 "Night Time" means the portion of FLTE data which can only be used during certain periods;
- 1.23 "Orbicom" means Orbicom (Pty) Ltd, an entity licenced by ICASA to provide Electronic Communication Services and Electronic Communication Network Services;
- 1.24 "Payment Instruction" means the instruction by you to your bank to pay your Fees by way of a debit order or similar payment method;
- 1.25 "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);
- 1.26 "your Request" means your request for access to the Internet Service on these Terms and Conditions, which request may have been made by you in the following ways:
- 1.26.1 telephonically; or
- 1.26.2 in any other manner authorised by us from time to time.
- 1.27 "your Request Record" means the electronic record kept by us of your Request, as updated from time to time, and containing:
- 1.27.1 your personal information;
- 1.27.2 your preferred method of correspondence;
- 1.27.3 the Internet Service to which you have requested access;
- 1.27.4 your Fees and your preferred method of payment;
- 1.27.5 where applicable, your Equipment details and Equipment installation;
- 1.27.6 your election in respect of marketing communications.
- 1.28 "The Rules" means the rules which govern your Internet Services and the associated services, features, facilities and applications; and any additional functionalities selected by you, as amended from time to time as they appear on our Website;
- 1.29 "SIM" the Subscriber Identity Module allocated to a user to gain access to the FLTE network and has the meaning given to it in RICA.
- 1.30 "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;
- 1.31 "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;
- 1.32 "We or "Us" means MultiChoice or Orbicom.
- 1.33 "Website" means the website located at <http://www.dstv.com>, <http://www.multichoice.com> or any other uniform resource locator (URL) used by us from time to time;
- 1.34 "You" or "your" refers to a person who has made a request for access to the Internet Service on these Terms and Conditions.

2. Any reference in these Terms and Conditions to:
 - 2.1. the singular includes the plural, and vice versa; and
 - 2.2. one gender includes the other gender.
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:
 - 3.1. exclude, limit, waive or deprive you of any rights which you may have in terms of Applicable Laws;
 - 3.2. avoid any obligation or duty which we may have in terms of Applicable Laws;
 - 3.3. set aside or override the effect of any applicable provision of Applicable Laws; or
 - 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.

Place of Agreement, Commencement and Duration

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 Internet Service. The duration of the agreement will be based on the term of the agreement, either month-to-month or a fixed term agreement.
5. Subject to the breach provisions in these Terms and Conditions, the Agreement is binding on you and us unless and until terminated by you or by us as follows:
 - 5.1. we notify you (in any manner, whether telephonically, electronically, in writing or in person) that we are terminating the Agreement with effect from a specified future date, which we may do at any time subject to clause 7; or
 - 5.2. you notify us (in any manner, whether telephonically, electronically, in writing or in person) that you are terminating the Agreement with effect from a specified future date, which you may do at any time subject to clause 7.
6. The termination of the Agreement will not affect:
 - 6.1. our rights or remedies, or yours, for the period prior to termination; or
 - 6.2. those rights and obligations which, in terms of the Agreement, either expressly or by implication, will survive beyond termination.
7. If either party terminates the Agreement in terms of clause 5, such termination will take effect from:
 - 7.1. the last day of the Billing Period in which the termination notice is received, if the termination notice is received by the other party at least five business days prior to that date; or
 - 7.2. the last day of the next Billing Period if the termination notice is not received by the other party at least five business days prior to the last day of the Billing Period in which the termination notice is received.
8. If, at the time that the termination takes effect, you have already made payment of your Fees in respect of any subsequent Billing Period/s, then we will, within 30 business days after the termination takes effect, refund to you your Fees in respect of such subsequent Billing Period/s.

Your Fees

9. We provide the Internet Service to you on a pre-paid basis.
10. In order to have continued access to the Internet Service you must make, and we must receive, payment of your Fees in advance on or before the Monthly Due Date.
11. If we do not receive payment of your Fees as contemplated in clause 9 above, we may suspend your access to the Internet Service, including allocation of any new data onto your account.
12. If your access to the Internet Service is suspended, we will not reconnect your access to the Internet Service until we have received payment of your Fees and any other fees owing.
13. We may from time to time amend the fees payable in respect of access to the Internet Service. We will notify you of such an amendment as soon as practicable prior to implementing it, so that if you wish to terminate the Agreement you may do so. We may alter the Payment Instruction to correspond with any change in your Fees.
14. We may use payment systems owned and operated by third parties ("Payment System Providers") to facilitate the collection of fees and other amounts payable by you in respect of the Internet Service. None of these Payment System Providers is our employee, subcontractor, agent, intermediary or representative, or otherwise controlled by us.

Copies of your Request Record

15. We will send you
 - 15.1. a copy of the Request Record on the conclusion of the Agreement or on request by you; and
 - 15.2. written notification of any amendments to the Request Record electronically, if you have provided us with the relevant electronic contact details.

Your Personal Information

16. Subject to the Agreement, our Privacy Policy and any Applicable Laws, and in addition to any other information to be furnished by you in terms of the Agreement, you must:
 - 16.1. provide us with your personal information as required by us in order to activate and administer your access to the Internet Service;
 - 16.2. inform us in writing within seven business days of any change to any of the information provided by you in relation to the Agreement.
17. You authorise us, subject to any Applicable Laws, to:
 - 17.1. access from credit bureaux who are members of the Credit Bureau Association and subscribe to its Code of Conduct ("credit bureaux") your personal information concerning financial risk and payment habits ("payment profile") for purposes of fraud prevention and debtor tracing, and to disclose information regarding your payment profile to such credit bureaux;
 - 17.2. obtain (where applicable by retrieval from your Approved Device and /or SIM and /or the online app or website), capture, store, analyse and use for our marketing and product purposes your usage habits and profile;

- 17.3. use information that we may have in relation to you for the purposes of:
 - 17.3.1. processing your Request;
 - 17.3.2. administering the Agreement;
 - 17.3.3. informing you of any new aspects of the Internet Service or services provided by our affiliates;
 - 17.3.4. informing you of promotional competitions; and
 - 17.3.5. notifying you of a General Amendment;
- 17.4. disclose your personal information:
 - 17.4.1. to companies affiliated with us for purposes of marketing their services (subject to your right to refuse such disclosure of your personal information);
 - 17.4.2. to any company which acquires our business or any part thereof, or which we acquire;
 - 17.4.3. to agents, representatives or service providers which we appoint to process your Request, administer the Agreement or provide Internet Service;
 - 17.4.4. to our payment system providers in order to facilitate the collection of your Fees using payment systems owned and operated by third parties; or
 - 17.4.5. and to the extent that we are required to do so, to comply with any Applicable Law; and
 - 17.4.6. retain your personal information referred to in this clause for as long as we are required to do so in terms of Applicable Laws or in order to exercise or protect any of our rights under the Agreement.
- 18. It is your responsibility to ensure that the information which you provide to us is complete, accurate and up to date.

Customers as Natural Persons

- 19. We (and any of our agents) can only perform RICA checks (where necessary) on natural persons (individuals), and as a result the Agreement for provision of the Internet Service will always be with a natural person. Orbicom assumes that the customer will apply for and make use of the Internet Service in its capacity as a natural person, and not as the representative of a juristic person (such as a company). The customer will be personally responsible for its use of the Internet Service and all obligations under this Agreement.

Identity Verification Requirements

- 20. Use of Internet Services is subject to ID verification. Use of our FLTE and Fibre services also require proof of address, required by RICA, and will not be provided before such process has been completed to MultiChoice's satisfaction. Customers are required to present their original valid Identity Document, as well as a clear, legible copy. Non-South African citizens may submit a copy of their valid Passport along with supporting documents upon request. Verification documents must contain photo identification. Failure to produce ID verification for an account will result in the product not being activated or handed over, regardless of any pro-rata amounts billed.

21. Should the customer cancel all current valid Internet Services, ID verification will be required to sign up for new Services. ID verification will not be requested as long as verified Internet Services remain active.
22. If a customer sells or in any manner provides an activated SIM to any other person who is not a family member, then the customer must immediately notify Orbicom so that the RICA process can be carried out for that other person.
23. RICA can be performed upon receipt of a SIM at MultiChoice's Service Centre, appointed distribution partners or MultiChoice's delivery agent.

Installation (Fibre)

24. Orbicom or its infrastructure partner may, at their sole discretion, appoint an approved installer for purposes of installing all Customer Premises Equipment required to activate the Fibre services at the customer's premises. For purposes of effecting the installation, the approved installer shall require reasonable access to the customer's premises, and the customer must ensure that such reasonable access is provided, including arranging any prior access permissions and consents on behalf of the approved installer.
25. The approved installer shall install and activate the Fibre services in accordance with our detailed installation guidelines. These shall be considered standard installations.
26. Any additional installation expenses shall be settled directly with approved installer or infrastructure partner or with us.
27. The installation will be deemed to be fully operational after the approved installer has successfully undertaken tests of the Fibre services, together with equipment and related devices that are to be installed at the customer's premises.

Communications with Us

28. You may authorise any person to communicate with us on your behalf in relation to the Agreement, provided that such person complies with our standard security check. You agree to be bound by all requests and undertakings made by third parties on your behalf in terms of this clause.
29. It is your responsibility not to disclose the personal information relevant to our standard security check to third parties whom you have not authorised to represent you.

Communications with You

30. Subject to any Applicable Laws and our Privacy Notice (available on our Website), we may communicate with you, amongst other methods, by means of e-mail, or by way of text or other messages to your cellular phone.
31. Subject to any Applicable Laws and our Privacy Notice (available on our Website), we may use such communication methods, among other things, to:
 - 31.1. market or promote our services and/or those of our suppliers, affiliates and/or clients, subject to your right to restrict unwanted direct marketing;
 - 31.2. inform you about the Internet Service and operational systems, and changes to these;

- 31.3. provide you with information which we believe may be of particular interest or relevance to you;
- 31.4. advise you of the status of your account and/or any amounts owing by you to us;
- 31.5. remind you of forthcoming dates on which payment of your Fees may be due; and
- 31.6. notify you of a General Amendment.

Notifications

32. MultiChoice offers a notification facility for all Internet Service products.
33. This will be done by notification SMSs and notification via Self Service
34. Customers will be opted-in to Notifications by default, in line with relevant legislation.
35. Customers may opt-out or customise notifications and thereafter there will be no obligation or liability on the part of MultiChoice should a customer not receive such information due to the settings they have chosen.
36. MultiChoice will make every effort to deliver notifications as quickly and accurately as possible. However, MultiChoice cannot be held liable for delivery delays or failures that may occur due to external forces outside of their control, such as mobile networks or email providers. Where MultiChoice has made a reasonable effort to effect delivery, they will be deemed to have fulfilled their obligation.

Our Obligations

37. In consideration for your payment of your Fees, and subject to you complying with the Agreement, we will provide you with access to the Internet Service in accordance with the Agreement.
38. Subject to your compliance with the Agreement, we will continue to provide you with access to the Internet Service until your access is suspended or the Agreement is terminated in terms of these Terms and Conditions.
39. Subject to any Applicable Laws, the terms of any express written warranties, any warranties implied by law, we have no obligation:
 - 39.1. to ensure that the Equipment is or remains functional or error-free and enables you to access the Internet Service.

Restrictions on Access to and Use of the Internet Service

40. You may access and use the Internet Service only for private domestic use;
41. You may not use the Internet Service in any manner or for any purpose other than as set out in the Agreement. Nor may you negligently or intentionally permit any other person to do so. Without limiting the restrictions in clause 40, you may not attempt to or:
 - 41.1. use the Internet Service, or any component thereof, for any commercial purpose;
 - 41.2. provide the Internet Service to the public, whether or not admission fees are charged;
 - 41.3. charge any person a fee to access the Internet Service;
42. You agree that we may, from time to time, and on reasonable notice, delay or interrupt the distribution or reception of the Internet Service, or any aspect thereof, if this is reasonably necessary for any purpose related to our business, including in order to support the

provision, operation, maintenance and security of the Internet Service, or any aspect thereof.

Coverage and Signal Availability

43. Delivery is dependent on signal availability and Fibre infrastructure and demand for internet services in any particular coverage area. MultiChoice does not warrant or guarantee internet service for any specific areas, whilst every effort will be made to give customers an indication of possible internet service (via the Coverage Map). MultiChoice accepts no liability should the coverage information differ to actual Service experienced.
44. Fixed Wireless service is separate from other mobile data services that may be offered by an upstream provider. The ability to receive coverage for other services will not, in any way, indicate Fixed Wireless coverage.
45. Fixed Wireless is an LTE and LTE-A only service - other mobile services (such as 3G or GPRS) may not available on this product.

Equipment

46. You acknowledge that certain aspects of the Internet Service may only be available in conjunction with certain Equipment.
47. You must use an Approved Device to access the Internet Service.
48. You undertake:
 - 48.1. to comply with any warnings and instructions included with the Equipment when you install and use the Equipment;
 - 48.2. not to alter the Equipment in any way;
 - 48.3. if applicable, to keep the SIM (if any) in the Approved Device.
49. We may disable the Equipment or your access, either temporarily or permanently, if
 - 49.1. it is damaged, lost or stolen;
 - 49.2. you breach any provision of the Agreement and you fail to remedy such breach within 10 business days of the date of written notice from us requiring you to do so;
 - 49.3. you have not made payment of your Fees;
 - 49.4. it is necessary to protect the integrity of Internet Service; or
 - 49.5. it is otherwise reasonable to do so.

Devices

50. We will procure approved devices for Internet Services.
51. Once you have taken delivery of the approved device, ownership of the approved device will pass to you.
52. All Approved Devices issued by us will be subject to MultiChoices' Device Warranty and Refunds Policy.
53. We reserve the right to substitute devices supplied as part of any promotion, where the device is discounted or free of charge. Orbicom and MultiChoice will make every effort to ensure that substitute devices are of fair equivalent value and may, at their discretion,

substitute a device after an order is placed, based on stock availability and any fluctuations which may affect its ability to provide a previously advertised device.

54. Use of non-approved or non-certified devices may result in an inability to connect to the network or a degraded service experience. Customers using such devices do so at their own risk, and Orbicom assumes no liability should such usage result in an unsatisfactory service experience.

SIM Cards (applicable only when using FLTE)

55. The customer is required to insert an appropriate SIM Card into the approved device in order to make use of the Internet Service.
56. Our infrastructure partners will provide the SIM Cards to be used and these will be provided as part of the package by MultiChoice.
57. Customers must ensure that SIMs are used in a suitable and compatible approved device and are only used as intended by the manufacturer of the SIM and device. MultiChoice will not be liable for any claims made as a result of misuse or abuse of SIM cards resulting in loss of access to service or loss of Data.
58. Risk in SIMs passes to customers on delivery of the SIM to customers, who are solely responsible for the care and safekeeping of SIM cards issued to them.
59. In the case of lost, stolen or destroyed SIM cards, it is the customers responsibility to do the following:
 - 59.1. Notify MultiChoice directly of the loss of the SIM immediately.
 - 59.2. Notify the South African Police Services of the loss within 24 hours.
60. Failure to notify the correct authorities of the loss of a SIM may result in criminal charges against the customer.
61. A customer using a SIM card obtained from MultiChoice agrees that it will not use (or allow another to use) the network services, including the SIM card, for any improper or unlawful purpose, in a manner which may cause injury or damage to persons or property or which may impair or interrupt the network.
62. Customers may only use devices approved by ICASA on the network (please see <http://www.icasa.org> for more details). Customers further agree that they will not (or allow another to) alter, modify or tamper with the software contained in, or relating to, any SIM card. MultiChoice reserves the right to block any SIM or device from operating on the network.
63. If the SIM card has been destroyed due to the PUK number being entered incorrectly more than 9 (nine) times, user negligence, or any other reason, MultiChoice will not be under any obligation to replace the SIM card free of charge.
64. Services are only available upon activation of the SIM by the network provider. Such activation may take up to 72 hours from the date of delivery. Such activation is not within the control of MultiChoice, and therefore MultiChoice cannot be liable for any delays or costs that such delay may incur to the customer.

Allocation of Data (applicable only when using FLTE)

65. Customers will be allocated a monthly amount of data each month in accordance with their selected Internet Service Package.
66. Customers can purchase Data via MultiChoice Self Service.
67. MultiChoice will not automatically allow customers out of bundle usage.
68. The customer consents to MultiChoice allocating the customer's Monthly Allocation and setting up threshold usage notifications.
69. Packages cannot be changed during the month. All package changes are queued for the 23h59 on the final day of the customer's bill cycle, regardless of whether the package is changed to a smaller or larger package.
70. Any package change can only be affected where the desired package is live and active on MultiChoices' systems. MultiChoice is under no obligation to offer packages which are no longer live or active. Should a customer change their package, they forfeit the ability to re-instate such package should it no longer be offered.
71. Night Time service is applicable between 12am and 5am.

Rollover of Data (applicable only when using FLTE)

72. Inclusive Data is valid 30 days.
73. MultiChoice will rollover unused data for an additional 60 days proactively. This is referred to as the "Rollover Period".
74. The Rollover Period will not exceed 61 days.
75. Rollover of data will not require any action on the part of the customer and is performed by MultiChoice on the customer's behalf.
76. Should data not be automatically rolled over, the onus rests on the customer to alert MultiChoice to effect rollover.
77. Customers will not be eligible for further rollover of data once the Rollover Period has elapsed.
78. Data will first be consumed from the rolled over data, before using the new Monthly Allocation or any newly purchased data in the same month.
79. Top-ups of data will expire after 90 days from date of purchase

Topping Up of Data (applicable only when using FLTE)

80. IF THE CUSTOMER EXHAUSTS THE PURCHASED DATA OR REACHES THE FIXED CAP, THE CUSTOMER WILL BE HARD-CAPPED. THIS MEANS THAT NO FURTHER ACCESS WILL BE PROVIDED.
81. Customers can manually Top-up via MultiChoice Self Service
82. Any unused Top-up Data shall be forfeited at 23h59 on the expiry date.
83. A Top-up may be subject to different terms and conditions and any pricing or promotions applicable to the monthly purchased package may not necessarily apply to the Top-up.

Access Point Name

84. Customers must enter the correct Access Point Name (APN) in their device to make use of the Service. MultiChoice will notify customer of the appropriate APN.

85. Customers may be restricted to using certain APN settings.
86. Customers will be responsible for choosing the appropriate APN for use on their device which will allow them to make use of the Service.
87. If the customer does not enter the correct APN it may be unable to access the service, and MultiChoice will not be responsible for any data lost by the customer as a result.

Warranties and Limitation of Liability

88. Subject to any Applicable Laws, we make no warranty or representation, whether expressly or implicitly
 - 88.1. about any component of the Equipment, or that you will be able to access or continue to access the Internet Service using the Equipment, or that such access will be continuous and/or uninterrupted;
 - 88.2. as to the quality of reception by you of the Internet Service, or any aspect thereof, in the Coverage Area to the extent that this depends upon factors beyond our control; or
 - 88.3. that the software and systems used to provide the Internet Service, including our system software and software applications, is error-free, flawless or without fault.
89. Subject to any Applicable Laws, we are, in the absence of our gross negligence or willful misconduct or that of any person acting for or controlled by us, not liable for any malfunction of the Equipment if such malfunction does not amount to a defect, failure, hazard or unsafe characteristic as contemplated in the Consumer Protection Act.
90. IN ADDITION TO THE LIMITATIONS ON LIABILITY AND INDEMNITIES SET OUT IN THESE GENERAL TERMS, MULTICHOICE WILL NOT BE LIABLE FOR, AND THE CUSTOMER AGREES TO INDEMNIFY AND HOLD MULTICHOICE HARMLESS AGAINST LOSS CAUSED BY OR RELATED TO:
 91. SERVICE INTERRUPTION OR FAILURE FOR ANY REASON WHATSOEVER (INCLUDING INTERRUPTION TO DATA USAGE AND SUSPENSION OF SERVICES FOR MAINTENANCE ON THE NETWORK);
 92. MODIFICATION, SUSPENSIONS OR DISCONTINUATION OF SERVICES, VALUE ADDED SERVICES OR PRODUCT FEATURES BY OUR INFRASTRUCTURE PARTNERS;
 93. FAILURE TO REPORT A LOST, STOLEN OR DAMAGED SIM CARD AS REQUIRED;
 94. INCORRECT OR OUT OF DATE INFORMATION PROVIDED BY THE CUSTOMER TO MULTICHOICE OR OUR INFRASTRUCTURE PARTNERS; or
 95. ERROR, DELAY, FAILURE OR NON-AVAILABILITY OF THE SERVICE AND ANY LOSS OR DAMAGE WHICH MAY RESULT FROM USE OR POSSESSION OF A SIM, OR USE OF THE NETWORK.

Service Levels

96. All services sold by MultiChoice are provided as a best-effort service, uptime and speeds cannot be guaranteed unless otherwise stated. During any technical failure, modification or maintenance of the service provided, MultiChoice will use its reasonable endeavours to resume the service as soon as possible. This excludes upstream provider infrastructure that is not within the control of MultiChoice.

Amendments To and Variations in the Internet Service

97. The nature, composition and content of the Internet Service are determined by us and may be changed by us 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.
98. The various systems necessary for or associated with the provision of the Internet Service (including technical services, integration with Infrastructure Partners, subscriber management services and business systems) are determined by us and are subject to ongoing innovation and change and may be amended by us 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.

Amendment of the Agreement

99. 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 will be a date a reasonable time after the date of the General Amendment notice.

Breach of Agreement

100. If any party ("the Defaulting Party") breaches any provision of the Agreement and fails to remedy such breach within 10 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:
 - 100.1. 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
 - 100.2. 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.
101. The cancellation of the Agreement will not affect:
 - 101.1. our rights or remedies, or yours, for the period prior to cancellation; or
 - 101.2. those rights and obligations which in terms of the Agreement, either expressly or by implication, will survive beyond cancellation.
102. 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.
103. In addition to our rights under clause 100 and 101, 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.
104. If we have suspended your access to the Internet Service and you:
 - 104.1. remedy your breach;
 - 104.2. comply with the Agreement; and

104.3. make payment to us of your Fees, then we may reconnect your access to the Internet Service.

Cancellation of Month to Month subscription

- 105. Should a customer wish to cancel their DStv Internet subscription, they can do so at any time, subject to the following rules:
- 106. The customer will need to contact us to request cancellation;
- 107. The cancellation will only take place on their next monthly payment date or bill cycle;
- 108. The account must be paid up (current);
- 109. If an approved device has been purchased by the customer to be paid over a term, the outstanding balance on the device must be settled at the time of cancellation;
- 110. There will be no refunds for forfeited data;
- 111. Upon cancellation of the services, the customer will forfeit any accumulated data or unused bundled data and they will have no claim against MultiChoice in this respect.

Cancellation of the Fixed Term Agreement

- 111.1. You may terminate fixed term 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.
- 111.2. Subject to clause 111.4 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.
- 111.3. The early termination charge referred to in clause 111.2 may include the value of the remaining monthly subscription charges that would have been due and payable for the remainder of a fixed-term agreement. The early termination charge shall be the equivalent of the cost for the Equipment, Installation and activation charges for the optical network terminal equipment.
- 111.4. In addition to clause 111.3, if you elect to terminate your fixed-term agreements you may be liable for the charges related to the equipment, the monthly subscription and any other related charges and fees that we have paid to the relevant infrastructure partner, including, but limited to the following:
 - 111.4.1. Equipment and related devices.
 - 111.4.2. Monthly subscription.
 - 111.4.3. Installation charges for optical network terminal equipment; and
 - 111.4.4. Any service activation charges.
- 111.5. The termination of the Agreement will not affect –

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

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

Suspension/Disconnection

112. In addition to the grounds for suspension or termination of Service set out in these General Terms, Our Infrastructure Partners may themselves suspend or cancel any customer on their networks in the case of violation of their Terms and Conditions of Service or Acceptable Usage Policy as set out in those documents.

113. Note in particular that the Services may be suspended or terminated for the following reasons:

113.1. Technical failure (suspension only);

113.2. Maintenance or remedial work (suspension only);

113.3. Incomplete RICA or failure to produce documents upon reasonable request; or

113.4. Instruction from ICASA or other statutory or governing body;

113.5. In the case of suspension, customers will be liable for any reasonable service, admin or reconnection fees charged by us and may not be able to access services until such fees are settled in full.

General

114. These Terms and Conditions, read with your Request Record:

114.1. constitute the sole and complete record of the Agreement between you and

114.2. 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 Internet Service.

115. 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.

116. 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.

117. If any provision of the Agreement is found to be wholly or partly invalid, unenforceable or unlawful, then:

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

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

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

119. 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.

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

121. 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.

122. Subject to the Agreement, the parties choose the following addresses for the service of all notices and processes arising out of the Agreement:
 - 122.1. Us: 144 Bram Fischer, Randburg, 2125, Gauteng, South Africa.
 - 122.2. You: Your Physical Address.
123. Either party may at any time by written notice to the other party vary its domicile address in terms of clause 118 to any address within the Republic of South Africa.
124. 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 118.

ICASA Complaints procedure

Introduction

125. In order to provide electronic communications services to its subscribers, Orbicom holds licences issued by the Independent Communications Authority of South Africa ("ICASA"). Despite holding these licences, Orbicom currently only resells the electronic communications services provided by its upstream providers to its subscribers.
126. ICASA requires that all licence-holders develop and publish its procedures for handling Complaints and Billing Disputes, in order to comply with the requirements in:
 - 126.1. The ICASA Code of Conduct Regulations 2007, which are available here; and
 - 126.2. The ICASA End-User and Subscriber Service Charter Regulations 2016, which are available here.
127. Orbicom has developed this document in line with these Regulations and will follow the procedures set out below in dealing with Complaints and Billing Disputes (as defined herein) with its Consumers.

Definitions

128. "Billing Dispute" means an instance where a Customer states in good faith that their bill contains incorrect charges, payments or adjustments. Billing Disputes are a specific form of Complaint dealt with only in terms of the Billing Disputes Procedure set out herein.
129. "Billing Dispute Notice" means a formal, written notice submitted to MultiChoice by the Customer in terms of this Procedure.
130. "Billing Disputes Procedure" mean the Billing Disputes Procedure set out herein for the initiation and resolution of Billing Disputes.
131. "Billing Enquiry" means the situation where the Customer seeks information or clarification relating to an invoice issued by MultiChoice including without limitation seeking clarification of charges or sources of usage. For the avoidance of doubt, a Billing Enquiry is not a Billing Dispute.
132. "Business Day" means any day other than a Saturday or Sunday or a public holiday observed as such in the Republic of South Africa.
133. "Complaint" means a formal, written expression of dissatisfaction or grievance made by a Customer in terms of the General Complaints Procedure, but does not include a request

for information or a Billing Dispute. Complaints are dealt with only in terms of the General Complaints Procedure set out herein.

134. "Customer" means an MultiChoice subscriber or potential subscriber.

General Complaints Procedure

135. This Procedure applies to all Complaints other than Billing Disputes, which are dealt with in terms of the Billing Dispute Procedure set out below.

136. The Complaint is required to be accompanied by the following:

136.1. The Customer's full particulars and contact details;

136.2. The Customer's relationship with MultiChoice, together with any customer reference numbers or details which may be applicable;

136.3. A statement of the reasons for the Complaint, with enough detail to allow MultiChoice to assess these; and

136.4. Any relevant evidence or documentation the Customer wishes to submit in support of the Complaint.

137. Following the ICASA Code of Conduct Regulations, Orbicom will:

137.1. Acknowledge receipt of the Complaint within three (3) Business Days of the Complaint and allocate a reference number; and

137.2. Determine an outcome for the Complaint and communicate this to the Customer in writing within fourteen (14) Business Days of receipt of the Complaint.

Billing Disputes Procedure

General

138. Billing Enquiries and Complaints not related to Billing Disputes are dealt with under the General Complaints Procedure set out above.

139. The Customer expressly acknowledges and agrees that:

139.1. Any charge recorded on an invoice which is not submitted in accordance with this Billing Disputes Procedure is payable in full to MultiChoice by the due date of that invoice;

139.2. An amount that is not in dispute ("Undisputed Amount") cannot be withheld for any reason, including without limitation when that amount is on an invoice together with an amount that is in dispute ("Disputed Amount");

139.3. The Billing Disputes Procedure is only triggered when we receive a Billing Dispute, and it is only after this that the Customer may withhold payments of the Disputed Amount only as set out in clause 140; and

139.4. Billing Enquiries, Complaints and requests for information are not considered to be Billing Disputes and do not trigger this Billing Disputes Procedure.

140. Please note that MultiChoice will not entertain any Billing Dispute based on unauthorised use of the services or on unauthorised use of the services by a third party, as it is the Customer's responsibility to safeguard access to the services received by the Customer

and to use such services in the manner set out in the terms and conditions applicable thereto.

Customer Acknowledgements

141. The Customer expressly agrees to allow MultiChoice to attempt settlement of any Billing Dispute within fourteen (14) Business Days before raising a dispute with any third party, credit card company or bank. MultiChoice requires and Customer expressly agrees that MultiChoice will be the first option in Billing Disputes. Should MultiChoice receive a chargeback or other reversed charge from a third party, credit card company or bank on behalf of the Customer before MultiChoice has been given a chance to resolve the Billing Dispute, then MultiChoice has the right to collect on the rendered services and any fees associated with those charges.
142. Not all Billing Disputes may be settled to the Customer's satisfaction. Once this Billing Disputes Procedure has been exhausted, a Customer may use any third party, credit card company or bank in an attempt to settle the dispute. However, MultiChoice still retains the right to collect on any rendered services or fees that are due. Should MultiChoice be unable to reverse any disputed amounts with a third party, credit card company or bank, MultiChoice will submit the full delinquent amount for collection.

Withholding the Disputed Amount

143. The Customer may only withhold payment of a Disputed Amount where MultiChoice receives a valid Billing Dispute Notice relating to such Disputed Amount at least five (5) Business Days prior to the due date recorded on the relevant invoice.

Initiating Billing Disputes

144. A Billing Dispute Notice may be lodged in the manner set out herein until the passing of thirty (30) calendar days from the date of the relevant invoice.
145. The Billing Dispute Notice is required to be accompanied by the following:
 - 145.1. The Customer's full particulars and contact details;
 - 145.2. The Customer's relationship with us, together with any customer reference numbers or details which may be applicable;
 - 145.3. Invoice number and date;
 - 145.4. The amount in dispute ("the Disputed Amount");
 - 145.5. The amount not in dispute ("the Undisputed Amount");
146. A statement of the reasons for the Billing Dispute, with enough detail to allow MultiChoice to assess these; and
147. Any relevant evidence or documentation the Customer wishes to submit in support of the Billing Dispute.

Response to Billing Dispute Notice

148. In terms of the ICASA Code of Conduct Regulations, we will acknowledge receipt of the Billing Dispute Notice within three (3) Business Days and allocate a reference number.
149. MultiChoice shall provide a formal response with its determination to the Billing Dispute Notice within fourteen (14) Business Days following receipt of the Billing Dispute Notice.
150. MultiChoice may request additional information or documentation from the Customer lodging the Billing Dispute Notice, which information or documentation is reasonably required to assist MultiChoice in making a determination in the matter. The Customer shall provide such information or documentation as soon as possible, and the running of the fourteen (14) Business Day period will be suspended until such time as the requested information or documentation has been received by MultiChoice.
151. MultiChoice will assess the Billing Dispute, and send to the Customer its response (and reasons for such determination), which shall take one of the following forms:
 - 151.1. A confirmation that the Billing Dispute is valid, and a statement indicating such adjustments as may be necessary;
 - 151.2. A rejection of the Billing Dispute Notice on the basis that:
 - 151.3. The Billing Dispute Notice was not received by MultiChoice within thirty (30) calendar days of the date of the relevant invoice, as required in clause 140;
 - 151.4. The Billing Dispute Notice does not contain all of the information required, as set out in clause 141, or was not submitted in the required manner, as set out in clause 144;
 - 151.5. The Customer has not made payment of any Undisputed Amounts, and does not have the right to withhold payment of any Disputed Amounts in accordance with clause 144.
 - 151.6. MultiChoice has confirmation from the Customer that the Billing Dispute which is the subject of the Billing Dispute Notice has been resolved;
 - 151.7. The Customer is disputing any charges on the basis of unauthorised use of the services or on unauthorised use of the services by a third party; or
 - 151.8. MultiChoice reasonably believes that the Customer does not have a bona fide dispute in relation to Billing Dispute submitted.
152. Any alternate resolution that MultiChoice deems appropriate.

Response Implications

153. If stipulated in MultiChoice' response in terms of clause 145 that the Customer must make payment of the Disputed Amount or a portion thereof, the Customer must pay the Disputed Amount or such indicated portion within five (5) Business Days of the date of MultiChoice' response.
154. If stipulated under MultiChoice' response in terms of clause 145 that MultiChoice must withdraw the Disputed Amount or refund a fee already paid, MultiChoice must as soon as practicable:
 - 154.1. Provide the Customer with a statement reflecting the adjustment to their account. It is intended that this adjustment will be contained on the next invoice issued to the Customer, but the parties acknowledge that this may be delayed due to timing issues with the response and MultiChoice' standard billing terms; or
 - 154.2. Credit any Disputed Amount already paid by the Customer.

Continued Service Provision

155. MultiChoice will not disconnect a service provided to the Customer which is the subject of a Billing Dispute Notice, or take adverse collection procedures or impose late payment penalties or charges, while attempting to resolve a Billing Dispute lodged in terms of the Billing Disputes Procedure and until such time as MultiChoice has reached a determination and communicated this to the Customer, provided that Undisputed Amounts are paid timeously.
156. MultiChoice reserves the right, however, to take such measures mentioned in clause 108 immediately:
 - 156.1. Where a determination of the Billing Dispute has been made and communicated to the Customer; or
 - 156.2. Where the Customer has indicated that they are unable to pay the invoice or bill, or have filed or are the subject of any application to court for sequestration or liquidation, or otherwise seek to reach a formal arrangement with their creditors.
 - 156.3. Subject only to the above, the rights and obligations of each party under the Billing Disputes Procedure continue pending resolution of a Billing Dispute invoked under this Billing Disputes Procedure. For the avoidance of doubt, this includes that MultiChoice shall continue to have the right to terminate or suspend the service in accordance with MultiChoice' rights under the agreement that the Customer has with MultiChoice.

Confidentiality

157. Neither party shall use any information obtained from the other party during the course of any process invoked under the Billing Disputes Procedure for any purpose other than the resolution of the particular Billing Dispute.

Referral of Complaints to ICASA

158. If the Customer is not happy about the outcome of a Complaint or a Billing Dispute, the Customer has the right to escalate it to ICASA. If ICASA are not able to resolve the matter it may be referred to the ICASA Complaints and Compliance Committee for adjudication.
159. Please note that in terms of the ICASA Code of Conduct Regulations 2007, the Customer must give MultiChoice an opportunity to resolve the matter within the period specified in this Complaints Procedure before the Customer may escalate the Complaint or Billing Dispute to ICASA.
160. ICASA can be contacted in the following ways:
telephone: 011 566 3000;
fax: 011 444 1919; and/or
email: consumer@icasa.org.za