

## TERMS AND CONDITIONS: PAYMENT PLAN

### INTRODUCTION

- 1.1 This Agreement contains the terms and conditions of the Payment Plan for an Approved Decoder.
- 1.2 Subject to applicable laws, MultiChoice retains the right to refuse to enter into this Agreement with any person on reasonable commercial grounds that are consistent with its customary risk management practices.

### 2 HOW TO INTERPRET THIS AGREEMENT

- 2.1 In this Agreement, the following words and phrases will, unless the contrary intention appears, have the following meanings –
- 2.1.1 "Agreement" means these terms and conditions, as amended from time to time, and includes all notices and statements we send to you;
- 2.1.2 "Approved Decoder" means a decoder which complies with our specifications;
- 2.1.3 "Business Day" means any day that is not a Saturday, Sunday or public holiday in the Republic of South Africa;
- 2.1.4 "Due Date" means an unalterable fixed date;
- 2.1.5 "MultiChoice", "we", "us", "our", means MultiChoice Support Services (Pty) Ltd (registration number 2007/014131/07) and its successors in title;
- 2.1.6 "NCA" means the National Credit Act 34 of 2005 and its regulations, as amended or replaced from time to time;
- 2.1.7 "Payment Plan" means the arrangement to pay off your Approved Decoder over a specified period of months at no additional cost and, subject to clauses 4.3 and 11 below, without having to pay any interest, fees or other charges;
- 2.1.8 "Principal Debt" means the total amount obtained by multiplying the

amount of a monthly instalment with the total number of instalments;

- 2.1.9 "Subscription Agreement" means the agreement between you and MultiChoice setting out the terms and conditions of subscription to the MultiChoice's broadcasting service;
- 2.1.10 "Website" means the websites located at <http://www.dstv.com>, <http://www.multichoice.co.za>, and any other URL used by us from time to time; and
- 2.1.11 "you", "your" refers to the person who has entered into this Agreement with us;
- 2.2 Any reference in this Agreement to –
- 2.2.1 the singular includes the plural, and the plural includes the singular; and
- 2.2.2 one gender includes the other genders.
- 2.3 The terms and conditions of this Agreement are in addition to any Subscription Agreement you may have entered into with MultiChoice. If there is a conflict between this Agreement and the Subscription Agreement, then the provisions of the Subscription Agreement will prevail.

### 3 CONCLUSION OF THE AGREEMENT

- 3.1 You agree to us conducting a credit enquiry about you with any credit bureaux or credit provider and providing your personal information, including the manner in which you comply with your obligations in terms of this Agreement to credit bureaux and/or crime prevention agencies, once the Agreement has been concluded.
- 3.2 You have the right to contact the credit bureaux and view their records on you. You also have the right to correct any information that is not correct.
- 3.3 We may verify your identity and your address, although we are not obliged to do so.
- 3.4 We will deliver the Approved Decoder to you as soon as possible, provided that –

## TERMS AND CONDITIONS: PAYMENT PLAN

- 3.4.1 we have successfully conducted the credit enquiry and concluded any other verification and approval processes;
- 3.4.2 you have provided us with your banking details and authorised a debit order to pay for the Approved Decoder in accordance with this Agreement; and
- 3.4.3 we have verified your account details with your bank.

3.5 **You must ensure that your Approved Decoder is operational and receiving a signal within 5 (five) Business Days after we delivered the Approved Decoder to you.**

### 4 YOUR PAYMENT OBLIGATIONS IN TERMS OF THE PAYMENT PLAN

You must pay us the Principal Debt by way of a specified number of consecutive monthly payments.

- 4.1 **You will be liable for the payment of the Principal Debt regardless of whether or not -**
  - 4.1.1 **you use the Approved Decoder; or**
  - 4.1.2 **your Approved Decoder is lost, stolen or damaged or otherwise capable of being used optimally or at all.**
- 4.2 **You agree to authorise us –**
  - 4.2.1 **to collect all amounts due to us in terms of this Agreement by means of a debit order which will be payable on or after the Due Dates; and**
  - 4.2.2 **to include the amounts due to us in terms of this Agreement in any other debit order authorised or to be authorised by you to pay for other services provided by us, so that only one debit order is payable and debited against your bank account.**
- 4.3 We may levy interest on all overdue amounts (i.e. amounts not paid on the Due

Date) at the maximum rate that may be prescribed from time to time in terms of the NCA. Interest shall be reckoned from the day upon which such amount becomes overdue until the date of payment, both days inclusive, and shall be-

- 4.3.1 calculated on a compounded basis on the amount owing at the end of each month; and
- 4.3.2 payable on demand.

### 5 OWNERSHIP AND RISK

- 5.1 Ownership and risk in and to the Approved Decoder shall pass to you upon delivery of the Approved Decoder to you.
- 5.2 It is your responsibility to insure the Approved Decoder against loss or damage. Please let us know if you would like to take out a decoder care contract from NMS Insurance Services South Africa Limited.

### 6 STATEMENTS AND NOTIFICATIONS

- 6.1 We will provide you with statements of account on our Website for access by you at any time. You may at any time request that we send you a statement of account and you agree that we may send one to you by means of electronic communication.
- 6.2 You agree to provide us with your e-mail address and cell phone number so that we may contact you and send you statements and notifications. We will keep all your personal information confidential and only process such information for purposes of and in accordance with this Agreement and the Subscription Agreement.

### 7 YOU MAY END THIS AGREEMENT EARLY

- 7.1 You may end this Agreement early on the conditions set out below. If you end this Agreement early, the date on which this Agreement ends will be called the settlement date.
- 7.2 To end 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.

## TERMS AND CONDITIONS: PAYMENT PLAN

We will tell you the total amount you owe us on the settlement date which includes all of the following amounts as at the settlement date:

- 7.2.1 the unpaid or outstanding balance of the Principal Debt;
- 7.2.2 interest you owe on any overdue amounts;
- 7.2.3 the fees and charges you owe (if any).

### 8 YOU MAY PAY AMOUNTS BEFORE THEY BECOME DUE

8.1 You may prepay any amount you owe us under this Agreement. We will credit each payment you make on the date we receive the payment. We will apply the payments as follows:

- 8.1.1 first to pay any interest that is due for any overdue amounts;
- 8.1.2 second to pay any fees or charges that are due;
- 8.1.3 third to reduce the outstanding balance you owe us for the Approved Decoder.

8.2 **If you make an early repayment which reduces the outstanding balance, you understand and agree that the amount payable in terms of the debit order will not change but that that we may recalculate and reduce the number of instalments, so that the length of the term of this Agreement is reduced.**

### 9 PROCESS TO FOLLOW IF YOU HAVE A COMPLAINT

9.1 If you want to complain that we are not complying with the NCA you may -

- 9.1.1 file a complaint with the National Credit Regulator; or
- 9.1.2 make an application to the National Consumer Tribunal.

### 10 WHEN YOU WILL BE IN DEFAULT UNDER THIS AGREEMENT

**10.1 You will be in default under this Agreement if:**

**10.1.1 you do not comply with any law applicable to you and to this Agreement;**

**10.1.2 you do not pay any amount payable to us under this Agreement on the Due Date;**

**10.1.3 you breach any of the terms and conditions of this Agreement and you do not remedy the breach within 7 (seven) days of receiving written notice to do so;**

**10.1.4 any representation or warranty made in connection with this Agreement or any other documents supplied by you is materially incorrect or false;**

**10.1.5 you publish notice of the voluntary surrender of your estate;**

**10.1.6 you are placed under administration or commit an act of insolvency as defined in the Insolvency Act 24 of 1936;**

**10.1.7 you have any application or other proceedings brought against or in respect of you in terms of which a third party seeks to have you sequestered or placed under curatorship, in any event whether in a manner which is provisional or final, voluntary or compulsory;**

**10.1.8 you do not satisfy judgment of a competent court against you or the attachment of assets or for payment of any amount within 7 (seven) days after the date on which it is issued (where attachment refers to the process in terms of which property or goods are taken into custody to secure a judgment or to be sold in satisfaction of a judgment); or**

**10.1.9 compromise or attempt to compromise with your creditors generally or defer payment of debts owing by you to your creditors.**

## TERMS AND CONDITIONS: PAYMENT PLAN

### 11 OUR RIGHTS IF YOU ARE IN DEFAULT

11.1 If you are in default and the Agreement is subject to the NCA, we may:

11.1.1 give you written notice of such default and may propose that you refer this Agreement to an alternative dispute resolution agent, consumer court or ombud with jurisdiction, with the intention that the parties resolve any dispute under this Agreement or develop and agree on a plan to bring the repayments up to date;

11.1.2 commence legal proceedings to enforce this Agreement, and, if applicable, recover default administration charges and collection costs as defined in the NCA if -

11.1.2.1 we have given you notice as referred to in clause 11.1.1 above and

11.1.2.2 you have been in default under this Agreement for at least 20 (twenty) Business Days; and

11.1.2.3 at least 10 (ten) Business Days have elapsed since we delivered the notice contemplated in clause 11.1.1; and

11.1.2.4 in the case of a notice in terms of clause 11.1.1 you have -

11.1.2.4.1 not responded to that notice; or

11.1.2.4.2 responded to the notice by rejecting our proposal.

### 12 TERMINATION BY US

12.1 We may terminate this Agreement before the time provided in the Agreement, if you are in default under this Agreement, subject to clauses 10 and 11.

12.2 The termination of this Agreement in accordance with this clause 12 does not suspend or terminate any of your remaining obligations or any of our remaining rights under this Agreement.

### 13 CERTIFICATES

**A certificate signed by one of our managers is sufficient evidence of any amount that you owe and that is due to us under this Agreement. Unless you can prove the contrary, we may use this certificate to obtain provisional sentence, default judgment or summary judgment, or to commence with any other legal proceedings. You agree that we do not have to prove the appointment of the manager who signs the certificate.**

### 14 GOVERNING LAW AND JURISDICTION

This Agreement is in all respects governed by the laws of the Republic of South Africa. You agree that we may bring legal proceedings against you relating to this Agreement in any court that has jurisdiction. You agree to the jurisdiction of the Magistrate's Court even if the amount we claim from you is more than the Magistrate's Court limit. This does not prevent us from bringing legal proceedings in a High Court that has jurisdiction.

### 15 CHANGES TO THIS AGREEMENT

Unless this Agreement states otherwise and to the extent allowed by law, we will give you at least 5 (five) Business Days' written notice of a change to this Agreement and will set out particulars of the change in the notice.

### 16 THIS AGREEMENT IS THE ENTIRE AGREEMENT

This Agreement is the only record of the Agreement between the parties in regard to the subject matter of this Agreement. Unless a court holds otherwise, no party is legally obliged to comply with any term, condition or undertaking, not recorded in this Agreement and this Agreement replaces any arrangement or understanding held by the parties before this Agreement was signed.

### 17 WE DO NOT LOSE OUR RIGHTS

**We do not lose any of our rights under this Agreement if we do not immediately and in every instance insist on them. You may not raise it as a defence if we have a right that we did not enforce at the relevant time.**

## TERMS AND CONDITIONS: PAYMENT PLAN

### 18 EACH CLAUSE IS SEPARATE

18.1 The parties acknowledge that each clause of this Agreement is separate. If any clause of this Agreement is or becomes illegal, invalid or unenforceable for any reason, it must be treated as if it had not been included in this Agreement. This does not:

18.1.1 make the rest of the Agreement illegal, invalid or unenforceable;

18.1.2 affect the legality, validity or enforceability of any other clause or this Agreement as a whole.

### 19 YOUR CHOSEN ADDRESS

19.1 You choose the physical address in South Africa as provided by you and which you confirm to us from time to time as the address at which you agree to accept any notices we send to you (including letters reminding you of any payments under this Agreement you have missed), where we may serve any legal process and may execute on any judgment we obtain against you, and for all other purposes relating to this Agreement (your *domicilium citandi et executandi*).

19.2 If you want to change this address, you must send us a notice in writing. This notice must -

19.2.1 tell us that you are changing your address; and

19.2.2 set out the new address which you agree will be used for the purpose. This new address must be a physical address in the Republic of South Africa.

19.3 If we send a notice to you -

19.3.1 by prepaid registered post to your chosen address, we will presume that you received it 7 (seven) days after we posted it;

19.3.2 by hand to your chosen address, we will presume that you received it on the date on which we delivered it.

19.4 When we presume that you received a notice by a certain date, this means we do

not have to prove that you did receive it then. If you claim that you did not receive the notice by that date then you will have to prove it.

### 20 COMMUNICATION BETWEEN US

20.1 If we send a notice or a letter to you-

20.1.1 by e-mail at the e-mail address you gave to us, we will treat it as if you have received it at the time we receive a delivery receipt;

20.1.2 to your cell phone number, we will treat it as if you have received on the day that we sent it.

20.2 When we presume that you received a notice by a certain date this means we do not have to prove that you did receive it then. If you claim that you did not receive the notice by that date then you will have to prove it.

20.3 If you have actually received a notice or communication from us even if it was not sent to or delivered at your chosen address, e-mail address, or cell phone number, it will still be a valid notice.

### 21 DECLARATIONS AND WARRANTIES BY YOU

**21.1 You confirm, warrant and declare that –**

**21.1.1 you have been given an adequate opportunity to receive, read and understand the terms and conditions and that you are aware of all the terms printed in bold;**

**21.1.2 you understand and accept your risks, costs, rights and obligations in terms of this Agreement; and**

**21.1.3 all the information which you have provided to us in connection with this Agreement is true, complete and accurate, and that you are not aware of any material facts or circumstances which you have not disclosed to us which, if disclosed, may adversely affect our decision to make the Payment Plan available to you.**