

TERMS AND CONDITIONS: PACKAGE DEAL

1 INTERPRETATION

1.1 In these Terms and Conditions the following terms will have the following meanings –

1.1.1 "Advanced Decoder Functionality" means new and developing technological functions supported by your Approved Decoder, which are introduced or become obsolete from time to time as a result of technological innovation;

1.1.2 "Agreement" means the agreement concluded between you and MultiChoice when MultiChoice accepts your Request, which Agreement is governed exclusively by these Terms and Conditions, as amended from time to time, read with your Request Record, including all notices and statements we send to you and, where applicable, the User Manual;

1.1.3 "Applicable Laws" means the applicable provisions of any applicable laws;

1.1.4 "Approved Decoder" means a decoder approved by MultiChoice;

1.1.5 "Bouquet" means a package of audiovisual, audio and/or data material provided by MultiChoice Proprietary Limited;

1.1.6 "Business Day" means any day that is not a Saturday, Sunday or public holiday in the Republic of South Africa;

1.1.7 "Commencement Date" means the date on which we activate your access to the Service;

1.1.8 "Consumer Protection Act" means the Consumer Protection Act 68 of 2008, as amended from time to time;

1.1.9 "Content Rights" means the copyright and other intellectual property rights to the audiovisual, audio and/or data material provided by MultiChoice Proprietary Limited;

1.1.10 "Coverage Area" means the geographical area in South Africa in which the Service is provided;

1.1.11 "Decoder Care Plan" means the (optional) contract setting out the terms and conditions on which your Approved Decoder is insured against faults, theft and natural disasters, which is provided by a third party authorised financial services provider;

1.1.12 "Due Amounts" means the amounts payable by you for the Package Deal, as contemplated in clause 6 below;

1.1.13 "Equipment" means the equipment required in order to receive and decrypt the Service and relay it to an enabled viewing device, and includes the Approved Decoder, the Smartcard (if applicable), the related satellite reception equipment (if applicable) and cabling;

1.1.14 "your Fees" means the fees payable by you in respect of your access to the 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 Service), as reflected in your Request Record, which fees are payable to us directly or through one of our authorised representatives, in any manner authorised by us from time to time;

1.1.15 "General Amendment" means an amendment of these Terms and Conditions by us from time to time on notice to you;

1.1.16 "HDD" means the hard drive memory of a PVR Decoder;

1.1.17 "Manufacturer" means the manufacturer of the Equipment;

1.1.18 "Monthly Due Date" means the unalterable fixed date of each month by which we must receive payment of a Due Amount, being the day before the date corresponding with the Commencement Date in the next months;

TERMS AND CONDITIONS: PACKAGE DEAL

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| <p>1.1.19 "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;</p> <p>1.1.20 "Package Deal" means a discounted bundled offering provided by us and selected by you in your Request, in terms of which we provide you with a single offering comprising the Service pursuant to a fixed term contract and an Approved Decoder which we allow you to pay for by a specified number of consecutive monthly payments over the Term of the Agreement without you having to pay interest and at no additional finance cost to you;</p> <p>1.1.21 "Payment Instruction" means the instruction by you to your bank to pay your Due Amounts by way of a debit order or similar payment method;</p> <p>1.1.22 "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);</p> <p>1.1.23 "PVR Decoder" means an Approved Decoder with PVR Functionality;</p> <p>1.1.24 "PVR Functionality" includes the functions of time-shifting, buffer, copying, memory, replay and any other similar functions of the PVR Decoder introduced from time to time;</p> <p>1.1.25 "Reactivation Fee" means the fee payable by you, following suspension of your access to the Service, for reactivation of such access by us, the amount of such fee being ascertainable from the Website or on request to us at any time;</p> <p>1.1.26 "your Request" means your request for access to the Package Deal, on these Terms and Conditions, which request may have been made by you in the following ways:</p> <p>1.1.26.1 by completion and submission to us of your Schedule;</p> | <p>1.1.26.2 telephonically; or</p> <p>1.1.26.3 in any other manner authorised by us from time to time;</p> <p>1.1.27 "Request Record" means the electronic record kept by us of your Request, as updated from time to time, and containing:</p> <p>1.1.27.1 your personal information;</p> <p>1.1.27.2 your preferred method of correspondence;</p> <p>1.1.27.3 the Service to which you have requested access;</p> <p>1.1.27.4 your Due Amounts;</p> <p>1.1.27.5 your Equipment details and Equipment installation details; and</p> <p>1.1.27.6 your election in respect of marketing communications.</p> <p>1.1.28 "your Schedule" means the Subscription Agreement Schedule completed by you and submitted to us, containing your Request;</p> <p>1.1.29 "the Service" means:</p> <p>1.1.29.1 the Bouquet/s selected by you and the associated services, features, facilities and applications; and</p> <p>1.1.29.2 any additional functionalities selected by you,

as provided by MultiChoice Proprietary Limited;</p> <p>1.1.30 "Smartcard" means a smartcard required (if applicable) for use in an Approved Decoder in order for you to access the Service;</p> <p>1.1.31 "System Rights" means the copyright and other intellectual property rights in the Equipment and in the Service, including the software incorporated therein;</p> <p>1.1.32 "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</p> |
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TERMS AND CONDITIONS: PACKAGE DEAL

Website or on request to us at any time;

1.1.33 "User Manual" is the document containing the standard operating instructions for your Approved Decoder, copies of which are provided with your Approved Decoder and available on the Website;

1.1.34 "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;

1.1.35 "Website" means the website located at <http://www.dstv.com>, or <http://www.multichoice.co.za> or any other uniform resource locator (URL) used by us from time to time;

1.1.36 "You" or "your" refers to a person who has made a request for access to the Service on these Terms and Conditions.

1.2 Any reference in these Terms and Conditions to –

1.2.1 the singular includes the plural, and vice versa; and

1.2.2 one gender includes the other gender.

1.3 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 –

1.3.1 exclude, limit, waive or deprive you of any rights which you may have in terms of Applicable Laws;

1.3.2 avoid any obligation or duty which we may have in terms of Applicable Laws;

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

1.3.4 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.

2 CONCLUSION, COMMENCEMENT AND DURATION

2.1 You consent 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.

2.2 We may verify your identity and your address, although we are not obliged to do so.

2.3 **Subject to Applicable Laws, we retain the right to refuse to enter into this Agreement with any person on reasonable commercial grounds that are consistent with our customary risk management practices.**

2.4 We will deliver the Approved Decoder to you as soon as possible, provided that–

2.4.1 we have successfully conducted the credit enquiry and concluded any other verification and approval processes;

2.4.2 you have provided us with your banking details and authorised a debit order to pay for the Package Deal in accordance with this Agreement; and

2.4.3 we have verified your account details with your bank.

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

2.6 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 Service.

2.7 **Subject to the provisions of these Terms and Conditions, the Agreement is binding on you and us for the number of months comprising the fixed term stipulated on the Subscriber Agreement Schedule ("the Term") unless**

TERMS AND CONDITIONS: PACKAGE DEAL

terminated by either you or us in accordance with these Terms and Conditions.

3 OWNERSHIP AND RISK

3.1 Ownership and risk in and to the Approved Decoder will pass to you upon delivery of the Approved Decoder to you.

3.2 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 Plan.

4 COPIES OF YOUR REQUEST RECORD

4.1 We will send you -

4.1.1 a copy of the Request Record on the conclusion of the Agreement or on request by you at any time; and

4.1.2 written notification of any amendments to the Request Record -

4.1.2.1 electronically, if you have provided us with the relevant electronic contact details; or

4.1.2.2 by post, if you have not provided us with the relevant electronic contact details.

5 YOUR PERSONAL INFORMATION

5.1 You authorise us, subject to any Applicable Laws, to –

5.1.1 obtain (where applicable by retrieval from your Approved Decoder), capture, store, analyse and use for our marketing purposes your viewing habits and profile;

5.1.2 use information that we may have in relation to you for the purposes of –

5.1.2.1 processing your Request;

5.1.2.2 administering the Agreement;

5.1.2.3 informing you of any new aspects of the Service or services provided by our affiliates;

5.1.2.4 informing you of promotional competitions; and

5.1.2.5 notifying you of a General Amendment;

5.1.3 disclose your personal information –

5.1.3.1 to companies affiliated with us for purposes of marketing their services (subject to your right to refuse such disclosure of your personal information);

5.1.3.2 to any company which acquires our business or any part thereof, or which we acquire;

5.1.3.3 to agents, representatives or service providers which we appoint to process your Request, administer the Agreement or provide subscriber management services;

5.1.3.4 to our Payment System Providers in order to facilitate the collection of your Fees using payment systems owned and operated by third parties; or

5.1.3.5 if and to the extent that we are required to do so, to comply with any Applicable Law; and

5.1.4 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.

5.2 It is your responsibility to ensure that the information which you provide to us is complete, accurate and up to date.

6 YOUR PAYMENT OBLIGATIONS

6.1 You must pay us for the Package Deal by way of a specified number of consecutive monthly payments ("Due Amounts").

6.2 **You will be liable for the payment of the Due Amounts regardless of whether or not -**

6.2.1 **you use the Approved Decoder;**

TERMS AND CONDITIONS: PACKAGE DEAL

- 6.2.2 **your Approved Decoder is lost, stolen or damaged or otherwise capable of being used optimally or at all;**
- 6.2.3 **you access or continue to access the Service; or**
- 6.2.4 **you are in the Coverage Area.**
- 6.3 We may use payment systems owned and operated by third parties ("Payment System Providers") to facilitate the collection of Due Amounts and other amounts payable by you.
- 6.4 **You agree to authorise us –**
- 6.4.1 **to collect all Due Amounts by means of a debit order which will be payable on the Monthly Due Dates; and**
- 6.4.2 **to include the Due Amounts 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.**
- 6.5 The Service is provided on a pre-paid basis.
- 6.6 In order to have continued access to the Service you must make, and we must receive, your payment of the Due Amount on or before the Monthly Due Date.
- 6.7 **If we do not receive payment of your Due Amount as contemplated in clause 6.5 above, we may suspend your access to the Service, as contemplated in clause 18 below.**
- 6.8 **If your access to the Service is suspended, we will not reactivate your access to the Service until we have received payment of your Due Amounts and the Reactivation Fee.**
- 7 **OUR OBLIGATIONS**
- 7.1 In consideration for your payment of your Due Amounts, and subject to you complying with the Agreement, MultiChoice Proprietary Limited will provide you with an Approved Decoder (excluding installation and any other Equipment or facilities) and with access to the Service in accordance with the Agreement.
- 7.2 Subject to your compliance with the Agreement, your access to the Service will continue until it is suspended or the Agreement is terminated in terms of these Terms and Conditions.
- 7.3 **Subject to any Applicable Laws, the terms of any express written warranties, any warranties implied by law, and/or the Decoder Care Plan (if applicable), we have no obligation –**
- 7.3.1 **to ensure that the Equipment is or remains functional or error-free and enables you to access the Service;**
- 7.3.2 **to ensure that any aspect of the Advanced Decoder Functionality is or remains functional or error-free;**
- 7.3.3 **to maintain any component or aspect of the Equipment; or**
- 7.3.4 **to ensure the integrity or error-free playback of the material copied to the HDD.**
- 8 **RESTRICTIONS ON ACCESS TO AND USE OF THE SERVICE**
- 8.1 You may access and use the Service only –
- 8.1.1 in a single residential unit;
- 8.1.2 for private domestic use; and
- 8.1.3 at your Physical Address.
- 8.2 You may not use the 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 8.1, you may not attempt to or –
- 8.2.1 access any component of the Service other than those components to which you are authorised to have access;
- 8.2.2 use the Service, or any component thereof, for any commercial purpose;

TERMS AND CONDITIONS: PACKAGE DEAL

- 8.2.3 exhibit or provide the Service to the public, whether or not admission fees are charged;
- 8.2.4 charge any person a fee to access the Service;
- 8.2.5 copy any of the audiovisual, audio and/or data material in the Service, except by using the PVR Functionality for time shifting or later private use during the period of the Agreement;
- 8.2.6 hire out, sell, redistribute, relay, retransmit or rebroadcast any of the audiovisual, audio and/or data material in the Service, including any copy thereof that you may have made, whether using the Advanced Decoder Functionality or otherwise;
- 8.2.7 hack, reverse engineer or otherwise compromise the security of the conditional access system, operating software or encryption software used in the Smartcard and any decoder used to receive the Service, or in the HDD; or
- 8.2.8 permit, facilitate or condone any other person conducting any of the prohibited activities in this clause, whether using your Equipment or otherwise.
- 8.3 If you wish to receive and/or use the Service at an address other than the address referred to in clause 8.1.3, you must notify us of such address.
- 8.4 If you wish to sell or otherwise transfer the Equipment during the Term, you must terminate this Agreement subject to and in accordance with the provisions of clause 17 below.
- 8.5 **You agree that we may, from time to time, and on reasonable notice, delay or interrupt the distribution or reception of the 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 Service, or any aspect thereof.**

9 EQUIPMENT

- 9.1 You acknowledge that certain aspects of the Service may only be available in conjunction with certain Equipment.
- 9.2 You must use an Approved Decoder to access the Service.
- 9.3 You undertake –
 - 9.3.1 to comply with the User Manual and any warnings and instructions included with the Equipment when you install and use the Equipment;
 - 9.3.2 not to alter the Equipment in any way;
 - 9.3.3 to keep the Smartcard (if any) in the Approved Decoder; and
 - 9.3.4 to keep your decoder connected, at least in standby mode when not in use, to the main power supply and to the reception equipment, to enable the functionality of the software, updating of the software in the decoder and in order to ensure that your continued access to the Service is not negatively affected. You acknowledge that in standby mode certain Approved Decoders generate heat and that you will position your decoder with this factor in mind.
- 9.4 **If your Smartcard is damaged, lost or stolen –**
 - 9.4.1 **you must inform us thereof within 48 hours of your becoming aware thereof; and**
 - 9.4.2 **we or one of our duly authorised representatives will replace the Smartcard, subject to the payment by you of a standard replacement fee.**
- 9.5 **We may disable the Approved Decoder and/or the Smartcard used by you, either temporarily or permanently, if –**
 - 9.5.1 **it is damaged, lost or stolen;**
 - 9.5.2 **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;**

TERMS AND CONDITIONS: PACKAGE DEAL

9.5.3 **you have not made payment of any Due Amounts;**

9.5.4 **it is necessary to protect the integrity of the conditional access system used for the Service; or**

9.5.5 **it is otherwise reasonable to do so.**

9.6 You may access material recorded on the HDD only while you have access to the Service.

9.7 No material on the HDD may be copied, modified, sold or transferred to any person.

10 WARRANTIES AND LIMITATION OF LIABILITY

10.1 We draw your attention to –

10.1.1 the Manufacturer's warranty in relation to your Approved Decoder, in terms of which you may be entitled to have the Approved Decoder repaired or replaced subject to the terms of the warranty if the period of the warranty has not expired and you are not in breach of the terms thereof; and

10.1.2 the implied warranty of quality in terms of section 56 of the Consumer Protection Act, in terms of which, if the Equipment fails to meet the requirements and standards contemplated in section 55 of the Consumer Protection Act, you may be entitled to return the Equipment to the supplier, without penalty and at the supplier's risk and expense, and to direct the supplier, at your election, to –

10.1.2.1 repair or replace any failed, unsafe or defective equipment; or

10.1.2.2 refund to you the price paid by you for the equipment.

10.1.3 The implied warranty of quality and your right to return the Equipment under the Consumer Protection Act referred to in clause 10.1.2 are in addition to the Manufacturer's warranty referred to in clause 10.1.1 and any other implied warranty or condition available under any Applicable Laws.

10.2 Subject to any Applicable Laws, we make no warranty or representation, whether expressly or implicitly –

10.2.1 about any component of the Equipment, or that you will be able to access or continue to access the Service using the Equipment, or that such access will be continuous and/or uninterrupted;

10.2.2 as to the quality of reception by you of the Service, or any aspect thereof, in the Coverage Area to the extent that this depends upon factors beyond our control; or

10.2.3 that the software used to provide the Service, including our system software and software applications, is error-free, flawless or without fault.

10.3 **Subject to any Applicable Laws, we are, in the absence of our gross negligence or wilful misconduct or that of any person acting for or controlled by us, not liable –**

10.3.1 **to any person for the content of and/or the use of materials constituting the Service, whether provided by us or a third party, and you agree that the Service may contain images and/or content that may be regarded as unsuitable or offensive by some viewers; or**

10.3.2 **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.**

11 INTELLECTUAL PROPERTY

11.1 You agree that –

11.1.1 the Content Rights and the System Rights are either owned by, or licensed to, us or our affiliates and that by entering into the Agreement you acquire no right or interest in such rights; and

11.1.2 you will not infringe our rights or interests, or those of our suppliers or licensors, in the Content Rights and the System Rights, in the course of

TERMS AND CONDITIONS: PACKAGE DEAL

your access to and use of the Service. Nor may you negligently or intentionally permit any other person to do so.

12 SECURITY

12.1 You acknowledge that the provision of the Service includes and relies on a technological security framework ("security framework") designed to protect the Service against unauthorised use, which security framework will be automatically implemented, maintained and modified from time to time.

12.2 You agree to such implementation, maintenance and modification of the security framework, which may include the disconnection or discontinuation of any features of the Equipment which facilitate unauthorised use of the Service.

12.3 Our failure to implement the whole or part of the security framework will not constitute a waiver of any of our rights resulting from the unauthorised use of the Service.

13 COMMUNICATIONS WITH US

13.1 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.

13.2 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.

14 COMMUNICATIONS WITH YOU

14.1 Subject to any Applicable Laws, we may communicate with you, amongst other methods, by means of e-mail, on-air communications, or by way of text or other messages to your cellular phone, computer, laptop, mobile device or to your decoder for display on your television screen.

14.2 Subject to any Applicable Laws and clauses 14.3 to 14.7 below, you consent to our use of such communication methods, among other things, to –

14.2.1 market or promote our services and/or those of our suppliers, affiliates and/or clients, subject to your right to restrict unwanted direct marketing;

14.2.2 inform you about the Service and operational systems, and changes to these;

14.2.3 provide you with information which we believe may be of particular interest or relevance to you;

14.2.4 advise you of the status of your account and/or any amounts owing by you to us;

14.2.5 remind you of forthcoming dates on which payment of your Due Amounts may be due; and

14.2.6 notify you of a General Amendment.

14.3 You may refuse to accept, require us to discontinue, or pre-emptively block in accordance with clause 16.7 below, any approach or communication from us if that approach or communication is primarily for the purpose of direct marketing ("Direct Marketing Communications").

14.4 You may opt out of receiving Direct Marketing Communications from us –

14.4.1 at the time of making your Request, by ticking the relevant "opt-out" box on your Schedule or, if your Request is made telephonically, by communicating your wish to opt out; and

14.4.2 at any time by requesting us (in any manner, whether telephonically, electronically, in writing or in person) to desist from sending any Direct Marketing Communications to you.

14.5 If you have opted out in accordance with clause 16.4, we will –

14.5.1 send you written (which may include electronic) confirmation of receipt of your opt out request; and

14.5.2 not send you any further Direct Marketing Communications.

TERMS AND CONDITIONS: PACKAGE DEAL

14.6 You may, in terms of the Consumer Protection Act, register a pre-emptive block against Direct Marketing Communications. If you do so, we will not send you Direct Marketing Communications unless you have expressly consented to receiving Direct Marketing Communications from us.

14.7 We will not send you Direct Marketing Communications at home at any period during which it is prohibited by law to do so, unless you have expressly or implicitly requested or agreed otherwise.

15 AMENDMENTS TO AND VARIATIONS IN THE SERVICE

15.1 The nature, composition and content of the Service are determined by MultiChoice Proprietary Limited and may be changed 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.

15.2 The various systems necessary for or associated with the provision of the Service (including technical services, signal distribution and satellite capacity, the conditional access system, the software operating system, software applications, subscriber management services and business systems) are determined by MultiChoice Proprietary Limited and are subject to ongoing innovation and change and may be amended 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.

16 AMENDMENT OF THE TERMS AND CONDITIONS

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

17 TERMINATION OF THE AGREEMENT

17.1 Notwithstanding clause 2.7 above, you may terminate this 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.

17.2 Subject to clause 17.3 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.

17.3 You acknowledge and agree that we provided you with the Package Deal at a lower price than the actual price or amounts which would have been payable for the sum of each of the components comprising the Package Deal if you had purchased them separately and at different times during the term of this Agreement. If you terminate this Agreement early, we may charge you any amounts which you owe us in terms of the Agreement up to the date of cancellation and a reasonable cancellation fee which takes into account, amongst other amounts, all of the reductions granted by us to you in respect of all aspects of the Package Deal pursuant to this Agreement, to the maximum extent permitted by law.

17.4 The termination of the Agreement will not affect –

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

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

17.5 We will inform you of the end date of the Term between 40 and 80 Business Days before the expiry of the Term of this Agreement. We will include a copy of the terms and conditions of the General Subscriber Agreement which will apply if you continue with your subscription to the Service. On the expiry of the Term, your subscription to the Service will automatically continue on a month-to-month basis, subject to the terms and conditions of the General Subscriber Agreement (including, for the avoidance of doubt, the Fees prevailing at the time), unless you expressly inform us that you do not wish to continue on a month-to-month basis.

TERMS AND CONDITIONS: PACKAGE DEAL

18 BREACH OF AGREEMENT

18.1 If any party ("the Defaulting Party") breaches any provision of the Agreement and fails to remedy such breach within 20 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 –

18.1.1 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

18.1.2 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.

18.2 If we cancel the Agreement in terms of clause 18.1, we may charge you any amounts which you owe us in terms of the Agreement up to the date of cancellation and a reasonable cancellation fee which takes into account amongst other amounts, all of the reductions granted by us to you in respect of all aspects of the Package Deal pursuant to this Agreement, to the maximum extent permitted by law.

18.3 The cancellation of the Agreement will not affect –

18.3.1 our rights or remedies, or yours, for the period prior to cancellation; or

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

18.4 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.

18.5 In addition to our rights under clause 18.1, 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.

18.6 If we have suspended your access to the Service and you –

18.6.1 remedy your breach;

18.6.2 comply with the Agreement; and

18.6.3 make payment to us of the Due Amounts and the Reactivation Fee,

then we will reactivate your access to the Service.

18.7 To the maximum extent permissible in law, you will be liable to us for all legal costs incurred by us in recovering any amount that you owe to us.

18.8 A certificate signed by any of our managers specifying the amount owing by you and further stating that such amount is due, owing and payable by you, shall be sufficient (prima facie) proof of the amount thereof and of the fact that such amount is so due, owing and payable for the purpose of obtaining provisional sentence or other judgment against you in any competent court. It shall not be necessary to prove the appointment of the person signing any such certificate.

19 DECLARATIONS AND WARRANTIES BY YOU

19.1 You confirm, warrant and declare that –

19.1.1 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;

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

19.1.3 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

TERMS AND CONDITIONS: PACKAGE DEAL

circumstances which you have not disclosed to us which, if disclosed, may adversely affect our decision to make the Package Deal available to you.

20 GENERAL

20.1 These Terms and Conditions, read with your Request Record –

20.1.1 constitute the sole and complete record of the Agreement between you and us in respect of the Package Deal; and

20.1.2 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 Service.

20.2 **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.**

20.3 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.

20.4 If any provision of the Agreement is found to be wholly or partly invalid, unenforceable or unlawful, then –

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

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

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

20.6 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.

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

20.8 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.

20.9 Subject to the Agreement, the parties choose the following addresses for the service of all notices and processes arising out of the Agreement –

20.9.1 Us: 251 Oak Avenue, Randburg, 2125, Gauteng, South Africa.

20.9.2 You: Your Physical Address.

20.10 Either party may at any time by written notice to the other party vary its domicile address in terms of clause 20.9 to any address within the Republic of South Africa.

20.11 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 20.9.