

After Hrs. Fax: 021-852 6448



ANNUAL SUBSCRIBER AGREEMENT SCHEDULE

This agreement is subject to the conditions of contract attached.(and also available on www.deukom.co.za)

I, the undersigned subscriber, do hereby irrevocably undertake to subscribe to the DEUKOM Media Programme. I agree, subject to the conditions of contract reflected overleaf, to pay DEUKOM a monthly fee of R525,00 for premium subscription, by way of a monthly debit order or an annual payment of R5.775,00 + R159,- connection fee = R5.934,00

Personal Details

First Name _____
Surname _____ ID-No. _____
Street _____ Postal Box _____
Postal Code _____ Town _____
Telephone _____ / _____
Telefax _____ E-mail _____ @ _____

Banking Details / Bank Account (not for annual Payment)

Cheque Account Saving Account

Branch Code _____ Account Number _____
Bank _____ Branch _____
Account Holder _____

Please indicate whether you require a printed TV guide Yes or No

Vermittler: _____

Allgemeine Bedingungen für Kundenvermittlung: Keine Auszahlung von Gutschriften. Annahme des Neukundenantrages bleibt ausschließlich Deukom vorbehalten. Der Vermittler muß ausdrücklich und bindend auf dem Antrag als 'Vermittler' angegeben sein. Nachträgliche Anpassungen in dieser Hinsicht (nach Annahme des Antrags durch DEUKOM) sind ausgeschlossen. Die üblichen Allgemeinen Bedingungen finden Anwendung.

I hereby authorise DEUKOM (Pty) Ltd. unconditionally to debit any fees payable in terms hereof from my BANK ACCOUNT on a monthly basis. I hereby further authorise DEUKOM (Pty) Ltd. to debit the sum of R159, - from my BANK ACCOUNT, being a connection fee, a charge which will be incurred on a once-off basis.

The undersigned customer hereby acknowledges the attached Subscriber-Terms & Conditions or otherwise having been brought to his attention, these having been read, understood and accepted.

DEUKOM

Date
SUBSCRIBER

Signature

Smart Card Number

Decoder Model: _____

Decoder Number

_____ X _____

Terms and conditions of subscription to Deukom Service by individuals for their private use.

INTERPRETATION

1. In this terms and conditions the following terms will have the following meanings:

- I. "Advanced Decoder Functionality" means new and developing technological functions supported by your Approved Decoder such as PVR Functionality, the ability to view different channels simultaneously on two different viewing environments, to access the BoxOffice Service and other existing or future functions;
- II. "Agreement" means this subscription agreement;
- III. "Approved Decoder" means a decoder which complies with the specifications of MultiChoice from time to time;
- IV. "Bouquet" means a package of audiovisual, audio and/or data channels;
- V. "Consumer Protection Act" means the Consumer Protection Act, 68 of 2008, as amended from time to time;
- VI. "Content Rights" means the copyright and other intellectual property rights to all materials, including the content, constituting the Deukom Service;
- VII. "Coverage Area" means the geographic area in South Africa, Namibia Botswana, Lesotho, Malawi, Mocambique, Swaziland, Zambia and Zimbabwe in which the Deukom Service is provided;
- VIII. "Due date" means the date by when you must pay, and we must receive payment of, your fees in terms of this Agreement for each subscription period being –
 - (a) in the case of a New Subscription, the date on which you wish to activate your subscription to the Deukom Service; and
 - (b) in the case of the renewal of an existing subscription, the last day of the most recent period for which you have subscribed to, and paid for, the Deukom Service;
- IX. "Deukom" "we or us" means Deukom (Pty) Ltd a company registered in South Africa with a registration number 1995/009335/07 and any persons (including legal person) to which that company may transfer its rights, obligations and interest in terms of this agreement;
- X. "Equipment" means the subscriber equipment required for the receipt of the Deukom Service, including Approved Decoder, Smartcard and the related satellite reception equipment and cabling and shall as the context requires, be a reference to any part of the said equipment;
- XI. "General Amendment" means an amendment of this Agreement by us from time to time on notice to you and other subscribers;
- XII. "HDD" means the hard drive memory of a PVR Decoder;
- XIII. "Manufacturers" means the manufacturers of the Equipment or licensed by MultiChoice and made available on the selected and determined by MultiChoice in its sole discretion;
- XIV. "MultiChoice", means MultiChoice Africa (Pty) Limited, a company registered in South Africa with registration number 1994/009083/07;
- XV. "Deukom Service" means one or more, as the case may be, of the Bouquets and the associated services, features, facilities and applications provided by us;
- XVI. "New Subscription" means a request for access to the Deukom Service by a person who does not have an active subscription to the requested service at the time of requesting access to the Deukom Service, regardless of whether or not that person has previously subscribed to the Deukom Service in respect of which access is requested;
- XVII. "Payment Instruction" means the instruction by you to your bank to pay your fees in due in terms of this Agreement by way of a debit order or similar payment method;
- XVIII. "Smartcard" means a smartcard supplied by us or MultiChoice for use in an Approved Decoder in order for you to access and use the Deukom Service;
- XIX. "Subscriber" or "you" means a person who requests, or who has authorised another person to request on his behalf, the right to have access to the Deukom Service on the terms and conditions of this Agreement, whose request is accepted by us, and whose subscription to the Deukom Service is active;
- XX. "System Rights" means the copyright and other intellectual property rights in the Equipment and in the Deukom Service, including the software incorporated therein;
- XXI. "User Manual" is the standard operating instructions for your Approved Decoder, a copy of which is also available on the website <http://www.dstv.com>;
- XXII. "Website" means <http://www.deukom.co.za>.
- XXIII. "Your Request" means your request for access to the Deukom Service;
- XXIV. "Selected Service(s)" means the Deukom Service(s) selected by the subscriber as specified in your Schedule;
- XXV. "Your Schedule" means the schedule described in clause 5 below.

2. Any reference in this Agreement to

- i. the singular includes the plural, and vice versa; and
- ii. one gender includes the other gender.

TERMS AND CONDITIONS OF AGREEMENT

3. The terms and conditions on which we authorise persons to have access to the Deukom Service are set out below.
4. By subscribing to the Deukom Service you agree to be bound by this Agreement as amended from time to time.

REQUEST FOR DEUKOM SERVICE

5. Your Request shall be made in writing to us by completing and submitting a Subscriber Agreement Schedule in the form used by us from time to time;
6. If we accept your Request, an agreement will come into effect between you and us on the terms and conditions set out in this Agreement read together with your Schedule. If there is a conflict between these terms and conditions and your Schedule, the provisions of your Schedule will prevail.
7. If we refuse your Request (which we reserve the right do), we will have no obligation to you arising from your Request. From time to time we may – replace, withdraw or otherwise amend the content, features and/or functionality of the Selected Service(s) or the Deukom Services, or restrict their availability;

COMMENCEMENT, DURATION AND PLACE OF AGREEMENT

8. Regardless of the place or duration of your Request or of the acceptance of your Request by us, this Agreement is deemed to be concluded at our principal place of business in Somerset West, South Africa and commences on the date on which we accept your Request by activating your subscription to the Deukom Service.
9. This Agreement is binding to you and us, unless and until
 - i. we notify you (in any manner, whether telephonically, electronically, in writing or in person) that we are terminating this Agreement with effect from a specified future date, which we may do at any time;
 - ii. you notify us (in writing) that you are terminating this Agreement with effect from a specified future date, which you may do at any time subject to clauses 11 and 12; or
 - iii. In case of annual subscriptions, the period for which you have paid, and we have received, full and valid payment of your fees in terms of this Agreement expires and you have not yet renewed your subscription for a subsequent period and your subscription to the Deukom Service is disabled by us.
10. The termination of expiry of this Agreement will not affect
 - i. our rights or remedies, or yours, for the period prior to termination or expiry, as the case may be; or
 - ii. those rights and obligations which this Agreement intends, either expressly or by implication, will survive beyond termination.
11. You may at any time terminate the Agreement by notifying us thereof and such termination shall take effect from the last day of the billing month on which the termination notice is received; or in the case of annual subscriptions, at the end of the month on which the termination notice is received.
12. It is your responsibility to ensure that you notice of termination is received by us at least 10 (ten) business days prior to the Due Date in respect of the next billing month. If we do not receive your notice of termination by then we cannot guarantee that payment instructions for the following billing month will be cancelled in time, and you hereby waive any claim against us in respect of any costs or expenses incurred as a result thereof.

HARDWARE

13. Only you and members of your household may use the Smartcard to access the Deukom Service.
14. You may not tamper with the Smartcard and or other Equipment or attempt to use it for any purpose not authorised by us or MultiChoice.
15. We may disable the Smartcard, whether temporarily or permanently, if –
 - i. any unauthorized person uses the Smartcard;
 - ii. the Smartcard is damaged, lost or stolen;
 - iii. you are in breach of this Agreement;
 - iv. the period for which you have paid for your subscription to the Deukom Service has expired and we have not received payment for the following subscription period;
 - v. it is necessary to protect the integrity of the conditional access system used for the Deukom Service; or
 - vi. it is otherwise reasonable to do so.
16. We recommend that you -
 - i. access the Deukom Service by using a Smartcard supplied by us or MultiChoice in an Approved Decoder and in accordance with the applicable User Manual, if any;
 - ii. keep the Smartcard in the Approved Decoder; and

- iii. keep your decoder connected to the main power supply and to the satellite reception equipment, at least in standby mode when not in use, to enable the updating of the software in the decoder via satellite and in order to ensure that your continued access to the Deukom Service is not negatively affected. You acknowledge that in standby mode certain Approved Decoders generate heat and that you will position your decoder with these factors in mind.
17. We cannot guarantee that you will be able to access the Deukom Service, or any aspect thereof, either optimally or at all, if you do not act in accordance with our recommendation in clauses 13, 14 and 16.
18. If your Smartcard is damaged, lost or stolen -
- i. You must inform us immediately;

USER MANUAL

19. You agree to comply with the User Manual applicable to the Approved Decoder used by you, if any.
20. If there is any conflict between the provisions of this Agreement and the User Manual, this Agreement will prevail.

ADVANCED DECODER FUNCTIONALITY

21. We will not be able to support Advanced Decoder Functionality in respect of the Deukom Service.

RESTRICTIONS ON ACCESS TO AND USE OF THE DEUKOM SERVICE

22. You may receive, access and/or use the Deukom Service
- i. in a single residential unit;
 - ii. for private domestic use; and
 - iii. at the address in South Africa, Namibia, Botswana, Lesotho, Malawi, Mocambique, Swaziland, Zambia or Zimbabwe provided by you and as recorded in our billing system.
23. You may not use the Deukom Service in any manner or for any purpose other than as set out in these terms and conditions. Nor may you, whether intentionally or negligently, permit any other person to do so. Without limiting the restrictions in clause 22, you may not attempt to or -
- i. use decoders that enable you to receive and/or access the Deukom Service on multiple viewing devices (as a way of illustration, XtraView decoders), in different residential units;
 - ii. access any aspect of the Deukom Service other than those aspects to which we have authorised you to have access;
 - iii. use the Deukom Service, or any aspect thereof, for any commercial purposes;
 - iv. receive and/or use the Deukom Service in a hotel, motel, pub, hostel, embassy, office, business or any similar premises;
 - v. exhibit or provide the Deukom Service to the public, whether or not admission fees are charged;
 - vi. charge any person a fee to access any aspect of the Deukom Service;
 - vii. copy any of the content of the Deukom Service, except by using the PVR Functionality for timeshifting or later private use during the term of this Agreement;
 - viii. hire-out, sell, redistribute, relay, retransmit or rebroadcast any of the content of the Deukom Service, including any copy thereof that you may have made, whether using the Advanced Decoder Functionality or otherwise;
 - ix. 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 Deukom Service, or in the HDD of a decoder;
 - x. permit, facilitate or condone any other person doing any of the prohibited activities in this clause 23, whether using your Equipment or otherwise; or
 - xi. sell or otherwise transfer the Equipment and/or Smartcard without advising us in writing, within seven days, of the identity and contact details of the transferee. You indemnify us against any claim by the transferee in relation to such sale or transfer, including any claim by reason of the non functionality of the Equipment, including, in the case of an Approved Decoder with Advanced Decoder Functionality, the non functionality of the advanced functions or by reason of offensive content stored in the HDD.
24. If you wish to receive and/or use the Deukom service at an address other than the address referred to in clause 22. iii. you must request our prior consent to do so, which request we may consider.
25. You indemnify us and our affiliated companies and MultiChoice, and their directors, officers, employers, agents and representatives ("indemnified Parties") against any claim by a third party in respect of a breach by you of clause 22 and/or 23.
26. You acknowledge that a breach by you of the provisions of clauses 22 and/or 23 may constitute criminal activity and could result in considerable prejudice and damage to us and/or our licensors and/or channel supplier and service providers.

FEES

27. We provide the Deukom Service on a "pre paid" basis.
28. In order for you to receive the Deukom Service, you must pay us directly the requisite fees for those aspects of the Deukom Service to which you have made a Request to access and any VAT and all other taxes, duties levies or charges that may be levied by any government authority directly or indirectly in relation to the Deukom Service.

29. You must make, and we must receive, these payments in advance and in full for the forthcoming subscription period on or before the Due Date.
30. We will activate your subscription to the Deukom Service only once, and as soon as practicable after, you have made, and we have received payment in full and in terms of clause 28.
31. If we, notwithstanding clause 30, activate your subscription to the Deukom Service on a date before the next Due Date, as selected by you or specified by us, then you must pay, on a pro rata basis, the requisite fees for the period for which your subscription was activated prior to the Due Date plus the fees for the forthcoming subscription period.
32. If you do not pay the requisite fees in full and the forthcoming subscription period on or before the Due Date, your subscription to the Deukom Service will automatically expire and your Smartcard will be disabled at the end of the subscription period for which you have paid.
33. You may not deduct from, or set off against, the fees which you are required to pay to us in terms of this Agreement, any amount whatsoever which you claim from us or which we owe to you.
34. We may from time to time, in our sole discretion, change the fees payable to us for the Deukom Service, or any aspect thereof, by way of a General Amendment. Whilst we will endeavour to notify you at least one month in advance of such change, we cannot guarantee that we will do so.
35. We may alter the Payment Instruction under which you pay your fees to us if the amounts payable by you to us should change for any reason. We may also charge and recover from you under that same instruction any other amounts owing by you to us under this Agreement.
36. This agreement, read with your Schedule, is deemed to be a tax invoice as it meets all of the requirements as detailed in section 20(7) of the Value Added Tax Act, 1991. You may at any time request an invoice and/or statement of account in respect of your subscription to the Deukom Service and we will provide one to you.
37. Deukom Service may, at its election, use payment systems owned and operated by third parties to facilitate the collection of Fees and other amounts payable by you for the Deukom Service, or such other service that we may provide from time to time ("Payment System Providers"). We will not be liable to you or any third party for any loss or damage which you may sustain or incur as a result of any error, system downtime or delay experienced by such Payment System Provider.

COMMUNICATIONS WITH US

38. You may authorise another person to communicate with us on your behalf. Any person who communicates with us in relation to your subscription will be deemed to be authorised by you to represent you if that person meets 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. It is your responsibility to ensure that your personal information relevant to our standard security checks is not disclosed to third parties whom you have not authorised to represent you.

COMMUNICATIONS WITH YOU

39. 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, PC, laptop or to your decoder for display on your television screen.
40. The nature of such messages will vary, and we may use such messages (although we are not obliged to do so), amongst other things, to
 - i. market or promote our services and/or those of our channel suppliers, affiliates and/or clients;
 - ii. advise you of the status of your account and any amounts owing by you to us;
 - iii. inform you that your subscription is about to expire unless it is renewed on or before a particular date;
 - iv. inform you about the Deukom Service and operational systems, and changes to these;
 - v. notify you of a General Amendment; and/or
 - vi. provide you with information which we believe may be of particular interest or relevance to you.
41. We will not be liable for any loss or damage suffered by you or any third party as a result of or in connection with communications with you in accordance with clause 40, and you indemnify and hold us harmless against any loss or damage that you or a third party may suffer as a result of any such communications.

ACCESS TO AND DISCLOSURE OF INFORMATION RELATING TO YOU

42. You authorise us to -
 - i. 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 credit information sharing, and fraud prevention and debtor tracing, and to disclose information regarding your payment profile to such credit bureaux;
 - ii. obtain, capture, store, analyse and use for our marketing purposes the viewing habits and profile of you and the members of your household, including to retrieve such information from your decoder;
 - iii. use data that we may hold in relation to you ("your personal information") for the purposes of -

- a. processing your Requests;
 - b. administering this Agreement;
 - c. informing you of any amendments to this Agreement;
 - d. informing you of any new aspects of the Deukom Service or services provided by our affiliates;
 - e. informing you of promotional competitions;
- iv disclosing your personal information -
- a. to companies affiliated to us for purposes of marketing the services of those affiliated companies;
 - b. to any company which acquires our business or any part thereof; or
 - c. to any company we are associated with from time to time;
 - d. If and to the extent that we are required to do so to comply with any applicable law, including the requirements of statutory authorities; and
 - e. any company which sub-contracts any aspects of the Deukom Service.
- v retain your personal information referred to in this clause 57 indefinitely.
43. It is your responsibility to proactively ensure that the data which you provide to us is complete, accurate and up to date.

INTELLECTUAL PROPERTY

44. You acknowledge that -
- i. the Content Rights and the System Rights are either owned by, or licensed to, us or our affiliates and you acquire no right or interest in such rights; and
 - ii. you will use you best endeavours to maintain and protect our rights and interests, and that of our suppliers and licensors, in the Contents Rights and the System Rights.
45. You Indemnify us and the other Indemnified Parties against any claim by a third party in respect of a breach by you of clause 44 ii.
46. You understand that the use of the Deukom Service may include and/or rely on a technological security framework designed to protect the Deukom Service and/or any service of MultiChoice, against unauthorised use, which framework will be automatically implemented, maintained and amended from time to time. You hereby agree to such implementation, maintenance and amendment of the technological security framework, which may include the disconnection or discontinuation of any features of the Equipment which facilitates unauthorised use of the Deukom Service or any service of MultiChoice. A failure by Deukom Service to implement the whole or part of the security framework will not constitute a grant of waiver of any of its rights resulting from unauthorised use of the Deukom Service in terms of these terms and conditions.

DEUKOM SERVICE'S OBLIGATIONS

47. In consideration for the fees paid by you, and subject to you complying with this Agreement, we, in accordance with this Agreement, will provide you with access to those aspects of the Deukom Service which you have subscribed to.
48. Subject to you complying with this Agreement, our authorising you to have access to the Deukom Service will continue for the duration of your subscription period, provided that we will have no obligation -
- i. to supply or source the Equipment;
 - ii. to ensure that the Equipment is installed correctly;
 - iii. subject to the terms of the Manufacturers' warranties (if we supplied the equipment envisaged in this Agreement) and/or the decoder care plan (if we supplied the applicable Equipment and that plan is available and you have chosen to be covered by that plan) -
 - a. to ensure that the Equipment is or remains functional or error-free and enables you to receive the Deukom Service;
 - b. to ensure that any aspect of the Advanced Decoder Functionality is or remains functional or error-free; (we record that the Advanced Decoder Functionality does not function in relation to the Deukom Service);
 - c. to maintain any component or aspect of the Equipment or the Advanced Decoder Functionality; or
 - iv to ensure the integrity or error-free playback of the content copied to the HDD.
49. Certain content made available by us may be subject to age restrictions, strong language or other material which may offend sensitive users or which may be inappropriate audience guidelines relating to the relevant content but we assume no responsibility whatsoever for the implementation of those audiences guidelines or any device. You shall take all reasonable steps to prevent the viewing of such content by children below the prescribed age restriction specified by us, our channels and content suppliers or by any applicable regulatory authority.
50. Certain material on the channels comprising the Deukom Service may have to be blanked out from time to time, including the broadcasting of certain sporting events to accommodate restrictions applicable to our right to broadcast the channels comprising the Deukom Service. You will have no claim against us as a result thereof.

SUBSCRIBER'S OBLIGATIONS

51. Subject to this Agreement, and in addition to any other obligations imposed on you in terms of this Agreement, you must -
- i. provide us with your personal information required by us in order to activate and administer your subscription;
 - ii. inform us in writing within seven days of any change to any of the information provided by you in relation to this Agreement;

- iii. inform us immediately if you become aware of –
 - (a)
 - (b) any act or attempt by any party in relation to the Equipment or any aspect of the Deukom Service which, if committed by you, would be a breach of this Agreement;
 - (c) any damage to, loss, theft or unauthorised use of the Equipment;
- iv. inform us in writing within seven days if you transfer your Equipment to any other person, and provide us with the identity and contact details of the transferee;
- v. use the parental control mechanism on the Deukom Service to block your and the members of your household's access to content on the Deukom Service which you consider inappropriate or undesirable.

NO WARRANTIES, LIMITATIONS OF LIABILITY, AND INDEMNIFIES

52. Subject to the relevant provisions of the Consumer Protection Act (if and to the extent applicable) we make no warranty or representation, whether expressly or implicitly,
- i. subject to the terms of the warranty and a decoder care plan described in clause 48 ii (if we supplied the said Equipment) as regards any component of the Equipment nor that you will be able to access, or to continue to access, the Deukom Service or any other service using the Equipment, nor that such access will be continuous and/or uninterrupted;
 - ii.
 - iii. as to the Coverage Area, the DVB-H Coverage Areas or that the Deukom Service, or any aspect thereof, will be available in all parts of the Coverage Area or the DVB-H Coverage area; or
 - iv. as to the quality of reception by you of the Deukom Service, or any aspect thereof, in the Coverage Area to the extent that this results from causes beyond our control; or
 - v. as to the content of the Deukom Service, including as regards the subject, nature, quality, reliability, truthfulness or accuracy of the content, or that the content will meet your particular tastes or expectations.
53. Subject to the terms of the warranty and a decoder care plan described in clause 48 ii (if we supplied the said Equipment) and the relevant provisions of the Consumer Protection Act (if and to the extent applicable) we are not liable
- i. for any loss or damage suffered by you or any other third person, which arises out of
 - (a) any act of omission of ours or of our employees, subject to the provisions of clause 53.iv;
 - (b) any act or omission of our subcontractors or affiliated companies;
 - (c) the exercise by us of any of our rights in terms of this Agreement; or
 - (d) any breach by you of your obligations under this Agreement, and you specifically indemnify us and the indemnified Parties against any claim by you or any third party arising out of such breach;
 - ii. to any person for the content on and/or the use of materials constituting the Deukom Service, whether provided by us or a third party, and you agree that –
 - (a) the Deukom Service may contain images and/or content that may be regarded as unsuitable or offensive by some viewers;
 - (b) we mainly acquire complete channels from channel suppliers and package them into Bouquets and as such we have no influence over, and are unable to alter, the content of the channels; and
 - (c) the channels on each Bouquet may vary from time to time, and that the content of each individual channel may, from time to time, vary;
 - (d) There will be times when you do not receive material and events, which we may be obliged to blank out from time to time.
 - iii. for any delay or failure by us to provide the Deukom service, or any aspect thereof, to you to the extent that such delay or failure results from causes beyond our direct or indirect control;
 - iv. for any delay, interruption, defect or failure in the distribution or reception of the Deukom Service, or any aspect thereof, regardless the nature, duration or cause thereof, in the absence of gross negligence or willful default on our part. If such delay, interruption, defect or failure is due to our gross negligence or willful default, then you will be entitled, as your sole and exclusive remedy, to a credit against future payments of subscription fees equal to the pro-rata portion of the fees representing the period of the delay, interruption, defect or failure to the extent caused by our gross negligence or willful default;
 - v. for any delay, interruption, defect or failure in the distribution or reception of the Deukom Service, or any aspect thereof, regardless of the nature, duration or cause thereof, which we deem necessary for any purpose related to our business, including, without limitation, in order to support the provision, operation, maintenance and security of the Deukom Service, or any aspect thereof;
 - vi. subject to the provisions of the Consumer Protection Act, the terms of the Manufacturers' warranties and/or the decoder care plan (if that plan is available and you have chosen to be covered by that plan), for any defect in or failure or malfunction of the equipment, regardless of the nature or cause thereof.
54. Although we strongly recommend the use of MultiChoice accredited installers to install any Equipment requiring installation, each installer acts as an independent contractor and is not an employee, subcontractor, agent or representative of Deukom. Neither the Manufacturer(s) of the Equipment nor we are liable for any loss or damage of any nature whatsoever caused by the conduct of an installer, including as a result of -
- i. Any breach by an installer of any of its obligations to you; and
 - ii. An act or omission on the part of an installer.
55. You indemnify the Indemnified Parties against any claim by any third party arising from a breach by you of any provision of this Agreement.

56. No provision of this Agreement is intended to exclude or limit our liability for any loss attributable to our gross negligence or willful default.
57. Any of the warranties and representations in this section of the Agreement applicable to the Equipment are only applicable to us in the event that we supplied the Equipment of the relevant item of the Equipment and then only to the relevant item supplied by us. Save for the same we give no warranties and make no representations in respect of the Equipment.

AMENDMENTS TO AND VARIATIONS IN THE DEUKOM SERVICE

58. The nature, composition and content of the Deukom Service are determined by us in our sole discretion, and may be changed by us from time to time.
59. Without limiting clause 58 we may –
- i. Replace, remove or otherwise amend, or restrict the availability of, any aspect of the Deukom Service, including but not limited to –
 - (a) any facets, applications, facilities features and/or functionality of the Deukom Service;
 - (b) the range, nature and format of the Deukom Service;
 - (c) the content of the Deukom Service, including but not limited to the number, nature, composition and content of specific Bouquets and the number, nature composition and content of specific channels, including (without limitation) adding new programming, channels, services and/or Bouquets, and replacing, removing or otherwise amending others;
and
 - (d) the range, nature and number of any ancillary applications, facilities or services;
 - ii. advise you of any additional aspects of the Deukom Service which become available, the conditions applicable thereto and the charges therefore, if any, and which, if you request to receive this additional aspect, you will be obliged to pay the additional charge, if any;
 - iii. advise you of any aspect of the Deukom Service for which you must pay an additional charge if you wish to continue receiving it, and which, if you request to continue to receive this aspect, you will be obliged to pay the additional charge.
60. The various systems necessary for or associated with the provision of the Deukom Service (including without limitation 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 our service providers and are subject to ongoing innovation and change and may be amended by us from time to time. Without limiting the above you agree that we or our respective service provider may -
- i. update, vary or replace these systems or any aspect thereof, including, without limitation, as regards software by means of “over the air” software downloads, to address any system errors or other problems relating to the software, to improve security, to provide additional features or functionality, to limit any use of the Equipment outside the scope of this Agreement, and to ensure that the decoders used by Subscribers are not authorised to decrypt signals other than those authorised by us or MultiChoice;
 - ii. recommended that you upgrade, reconfigure, change or replace (“upgrade”), at your cost if applicable, any of the Equipment used by you to access the Deukom Service, or any aspect thereof. Your continued access to the Deukom Service could be negatively affected if you do not act on this recommendation; or
 - iii. disable or remotely alter the functionality of the PVR Decoder to prevent you from copying certain programmes or channels if we become obliged to do so.
61. You will have no rights, interest or expectations to any increases or decreases in the fees payable by you if we make any amendment to the Deukom Service in terms of clauses 58 to 60, or any other provision of this Agreement.

AMENDMENT OF AGREEMENT

62. You agree to be bound by this Agreement from time to time.
63. We may, in our sole discretion, amend this Agreement in any respect from time to time by way of a General Amendment.
64. You agree to be bound by such General Amendment from the date specified in the General Amendment notice, which will be a reasonable time after the date of the General Amendment notice.
65. No amendment requested by you will be valid or effective unless either captured in a General Amendment or recorded in writing and signed by you and by us.
66. The User Manual may be amended by MultiChoice from time to time. You agree to be bound by the User Manual as amended from time to time.

BREACH OF AGREEMENT

67. Your failure to comply with this Agreement or the User Manual constitutes a material breach of the Agreement.
68. If you breach this Agreement
- i) We may, without prejudice to any other remedy that we may have, immediately and without notice to you, disable the Smartcard, terminate your authority to have access to the Deukom Service, and/or terminate this Agreement depending on the severity of such breach;

- ii) You must pay us all legal costs, including attorney and own client costs, tracing agent's fees and collection charges which we may incur in taking any steps pursuant to your breach; and
- iii) You must pay us any loss or damages incurred by us directly or indirectly as a result of your breach.

69. If you –

- i) remedy your breach;
- ii) comply with this Agreement; and
- iii) pay us all amounts due to us in terms of this Agreement and any reconnection fee stipulated by us, then we may reactivate your subscription to the Deukom Service.

70. If the Agreement had been terminated, you may submit a Request with a view to us concluding a new Agreement.

GENERAL

71. This Agreement
- i. constitutes the sole and complete record of the agreement between you and us in regard to its subject matter, and
 - ii. supersedes any previous agreement between you and us, in terms of which you were authorised to have access to the Deukom Service.
72. Neither you nor we are bound by any express or implied representation, warranty, undertaking, promise or the like not recorded in this Agreement.
73. Any relaxation or indulgence which we may show you at any time in regard to this Agreement is without prejudice to, and does not constitute a waiver of, any rights we may have, either in terms of this Agreement or any law.
74. If any provision of this Agreement is found to be wholly or partly invalid, unenforceable or unlawful, then -
- i. this Agreement will be severable in respect of the provision in question to the extent of its invalidity, unenforceability or unlawfulness; and
 - ii. the remaining provisions of this Agreement will remain in full force and effect.
75. The rule of construction that this Agreement will be interpreted against the party responsible for the drafting or preparation of this Agreement will not apply.
76. We may cede any of our rights and/or assign any of our obligations under this Agreement to any person.
77. You may not cede any of your rights and/or assign any of your obligations under this Agreement to any person.
78. This agreement is subject to, and will be interpreted, implemented and enforced, in terms of the laws of South Africa.
79. You consent to the jurisdiction of the Magistrates Court in respect of all proceedings arising out of or pursuant to this Agreement. We may, in our discretion, institute any proceedings arising out of or pursuant to this Agreement in any Division of the High court of South Africa having jurisdiction or any court outside the Republic of South Africa having jurisdiction.
80. The parties choose the following addresses for the service of all notices and processes arising out of this Agreement:
- i. Deukom: **57 Caledon Street, Somerset West, 7130, Western Cape Province.**
 - ii. You: The physical address supplied by you when making your Request and as recorded in our billing system, as amended by you from time to time.
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