

After Hrs. Fax: 021-852 6448

SUBSCRIBER AGREEMENT

This agreement is subject to the conditions of contract overleaf.

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 R528,85 for premium subscription, by way of a monthly debit order or an annual payment of R5817,35 + R159,- connection fee = R5976,35

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 conditions of contract reflected overleaf or otherwise having been brought to his attention, these having been read, understood and accepted.

DEUKOM

Date
SUBSCRIBER

Signature

! Kindly sign terms of contract overleaf and return.

Smart Card Number

Decoder Model: _____

Decoder Number

_____ X _____

1. An agreement on the terms herein will come into force on the date („the effective date“) of compliance by Deutschsprachige Kommunikation (Pty) Ltd.(„DEUKOM“)with a request, written from a purchaser of a smart card („the subscriber“) to DEUKOM for the enablement of the smart card to allow the subscriber access to the programming material in the German Language („the material“) from time to time offered by DEUKOM forming part of the bouquet of channels managed by DEUKOM („the bouquet“).
2. The agreement will continue in force until terminated by either DEUKOM or the subscriber, by written notice to the other, or unless terminated by DEUKOM in terms of 11. Notwithstanding the provisions hereof, the subscriber shall not be entitled to terminate this agreement prior to the expiry of twelve calendar months after its commencement. Unless written notice of termination is received by DEUKOM not less than 6 weeks prior to the expiration of the said period of 12 months, the agreement shall be deemed to have been renewed for a further period of twelve months whereafter it shall perpetually be deemed to renew unless 6 weeks prior to the expiry of any period of 12 calendar months as envisaged, written notice to terminate is received by DEUKOM from the subscriber.
3. The subscriber shall pay the monthly subscription fee (in the amount - inclusive of VAT - and on such terms as are communicated to him by DEUKOM on the effective date) for the services rendered to the subscriber („the fee“) monthly in advance and shall pay DEUKOM an amount pro rata to the fee for any period of subscription of less than a full month.
Deukom shall be entitled, at its discretion, to appropriate or allocate any payment from or on behalf of the subscriber to any indebtedness of the subscriber to Deukom, regardless the causa thereof, and the subscriber hereby waives and abandons the right to name the debt to which any payment made to Deukom shall be allocated.
4. DEUKOM is entitled to vary or increase the fee or to supplement or alter the terms herein contained from time to time by prior written notice to the subscriber without thereby incurring any liability to the subscriber.
5. The subscriber shall in addition to the fee pay all other taxes, duties or other imposts that may be levied by any governmental authority in respect of the services rendered by DEUKOM to the subscriber or in respect of the fee.
6. DEUKOM shall render or procure the rendering of the following subscription management services to the subscriber -
 - 6.1 the activation of the subscriber smart card to gain access to the material.
 - 6.2 the management of the encryption of the channel signal(s) and the upgrading of the encryption system from time to time.
7. DEUKOM shall not be liable to the subscriber or any other party arising out of -
 - 7.1 any defect or failure in the distribution or the reception of the channel signal for which the subscriber smart card is enabled;
 - 7.2 the contents of and/or the use of the material contained in the channel signal received by the subscriber;
 - 7.3 any defect in such material, including any error in fact or instruction or advice in the material which may cause loss or damage to the subscriber;
 - 7.4 any material not distributed by reason of limitations on the copyright;

and the subscriber agrees in the event of any defect or failure in 7.1 and 7.4 above that he shall nevertheless remain liable in full under this agreement during the terms thereof.
8. The software and any other intellectual property („the IP rights“) embodied in the smart card remain the property of DEUKOM and its service providers. The subscriber acknowledges that any infringement of the IP rights will result in substantial loss and/or damages to DEUKOM and/or its service providers and the subscriber shall use its best endeavours to protect and maintain the said IP rights. The subscriber shall advise DEUKOM immediately in the event that he is aware of any damage to or loss or theft of the smart card or any use thereof which may infringe the rights referred to.
9. The subscriber acknowledges that all the material is protected by copyright in favour of the broadcasters thereof and/or other holders of proprietary rights thereto and that he may not copy the material nor use it other than for personal domestic use.
10. The subscriber indemnifies DEUKOM and its service providers and holds them harmless against all liabilities or obligations howsoever arising out of any claim by any third party (including but not limited to any holder of copyright in the material) in respect of the contents and/or copying or use by the subscriber or its patrons of the material.
11. The failure by the subscriber to comply strictly with any conditions of this agreement shall constitute a material breach thereof. In such event DEUKOM shall be entitled forthwith to disable the subscriber's smartcard -
 - 11.1 and to cancel this agreement forthwith and without notice and to claim all amounts due and such damages as it may be entitled to in law; or
 - 11.2 for a period of not more than ten days („the suspension period“) and to afford the subscriber an opportunity of remedying the breach and in the event that the subscriber remedies the breach to the satisfaction of DEUKOM within the suspension period, to again enable the smart card against payment by the subscriber of a reconnection fee to be prescribed by DEUKOM from time to time. In the event that the subscriber fails to remedy the breach within the suspension period, DEUKOM shall be entitled to proceed to 11.1.
12. All stamp duty payable on this agreement is payable by the SUBSCRIBER on demand.
 - 12.1 All costs and disbursements including legal costs on the attorney and own client scale incurred by DEUKOM:
 - 12.1.1. in tracing the SUBSCRIBER or the EQUIPMENT; and/or
 - 12.1.2. in collection or endeavouring to collect any amounts due in terms hereof; and/or
 - 12.1.3. in enforcing any rights in terms of this agreement,
 are payable by the SUBSCRIBER on demand including collection commission.
13. As the address for the service of all notices and process arising out of this agreement -
 - 13.1 The subscriber chooses the physical address of the establishment reflected on the subscriber agreement;
 - 13.2 DEUKOM chooses 57 Caledon Street, Somerset West, 7130, South Africa, or such other address as it may nominate from time to time.
14. DEUKOM shall be entitled at any time to assign its rights and/or obligations under this agreement to any third party. This agreement is personal to and may not be assigned by the subscriber to any third party.
15. This document contains the entire agreement between the parties and neither of the parties shall be bound by any undertakings, representations or warranties not recorded herein nor reduced to writing and signed by each of the parties.
16. The interpretation, implementation and enforcement of this agreement shall at all times be governed by the law of the Republic of South Africa and the subscriber hereby irrevocably consents to the jurisdiction of the Magistrate's Courts of South Africa or Namibia as the case may be in respect of any proceedings that may be initiated by DEUKOM arising out of this agreement, provided that DEUKOM shall be entitled in its sole discretion to institute such proceedings in the Supreme Court and the subscriber consents to the jurisdiction of the court chosen by Deukom.
17. If any clause or term of this agreement shall be declared for any reason to be invalid, unenforceable or illegal then the remaining terms and provisions of this agreement shall be deemed to be severable therefrom and shall continue in full force and effect.
18. In this agreement and unless the context clearly indicates a contrary intention, an expression which denotes any gender includes the other genders, a natural person includes an artificial person and vice versa and the singular includes the plural and vice versa.
19. References to the subscriber shall, where appropriate, include all persons („the audience“) viewing or hearing the material received by virtue of the enablement of the subscriber's smart card, and the subscriber -
 - 19.1 shall procure the observance of these terms by all members of the audience; and
 - 19.2 indemnifies DEUKOM against any claim by any member of the audience arising out of his participation in the audience.
20. In the event of conflicting interpretation the interpretation of the English version of the conditions of contract shall prevail.