



SUBSCRIBER APPLICATION FORM

(SINGLE RESIDENTIAL UNIT ONLY)



MultiChoice Africa Limited
Registration Number 43308 C1/GBL



SMART CARD SERIAL No.

STB No.

Acc. No.

SUBSCRIBER DETAILS

Mr./Mrs./Ms.		Other		Initials		Fax No.	
Surname						E-Mail	
First Names							
Identity No.						Physical Address	
Passport No.						City	
Tel. No. Home						Country	
Tel. No. Work						Postal Address	
Tel. No. Mobile							

AGENT DETAILS

Agents/Installer Name:	
Tel. No.	
Fax No.	
Mobile No.	
E-Mail	
	Agent Stamp

PAYMENT METHOD:

Direct Debit
 Cheque
 Cash
 Bank Draft

Bank: _____ Branch Code: _____

Branch Name: _____

Account No.: _____

Type of Account: Savings Cheque Transmission

VISA MasterCard Other

Card No.

Expiry Date / CVV No.

PRODUCT DETAILS:

DStv Services IS 7 IS 10

W4 / Sesat

Product _____

PVR XtraView

Dual View

Subscription Period Months

RECEIPT DETAILS:

RECEIPT No. _____

CURRENCY

AMOUNT PAID

Agent's Signature _____

SUBSCRIBER ACCEPTANCE

"The Subscriber:

- confirms the accuracy of the above mentioned personal information,
- acknowledges that he/she has read and understands the Terms and Conditions to this application,
- upon acceptance of the application by MultiChoice Africa Limited, undertakes to be bound thereby, and
- confirms receipt of the smart card in good working order".

Your Subscriber Application Form must be read together with the MultiChoice Digital Satellite Terms and Conditions (Sub-Saharan Africa), and the current version of the User Manual applicable to your decoder, both of which will be made available upon request and/or are accessible on MultiChoice's website.

Would you like a copy of the terms and conditions? Yes No

Signed At: _____

Date: _____

Subscriber's Signature: _____

For MultiChoice use only:

Subscriber No.

User ID:

Date Captured:



Terms and conditions of subscription to MultiChoice Africa's digital satellite subscription broadcasting service by individuals for their private use

Interpretation

- 1 In these terms and conditions the following terms will have the following meanings -
 - 1.1 "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, and other existing or future functions;
 - 1.2 "Agreement" means this subscription agreement;
 - 1.3 "Approved Decoder" means a decoder which complies with MultiChoice's specifications;
 - 1.4 "Bouquet" means a package of audiovisual, audio and/or data channels;
 - 1.5 "Content Rights" means the copyright and other intellectual property rights to all materials, including the content, constituting the MultiChoice Service;
 - 1.6 "Coverage Area" means the geographic area in which the MultiChoice Service is provided;
 - 1.7 "Due Date" means the date by when you must pay your fees in terms of this Agreement;
 - 1.8 "Equipment" means the subscriber equipment required for the receipt of the MultiChoice Service, including the Approved Decoder, the smartcard and the related satellite reception equipment and cabling;
 - 1.9 "General Amendment" means an amendment of this Agreement by MultiChoice of which we inform you together with other subscribers electronically or on MultiChoice's website, or using an alternative method of informing subscribers collectively;
 - 1.10 "HDD" means the hard drive memory of the PVR Decoder;
 - 1.11 "Manufacturers" means the manufacturers of the Equipment;
 - 1.12 "MultiChoice" means MultiChoice Africa Limited, a company registered in Mauritius with registration number 43308 C1/GBL, and any other person (including any legal person) to which that company may transfer its rights, obligations and interest in terms of this Agreement;

- 1.13 "MultiChoice Service" means one or more of the Bouquets and the associated services, features, facilities and applications provided by MultiChoice;
- 1.14 "Payment Instruction" means the instruction by you to your bank to pay your fees due in terms of this Agreement by way of a debit order or similar payment method;
- 1.15 "PVR Decoder" means an Approved Decoder with PVR Functionality;
- 1.16 "PVR Functionality" means the function of time-shifting, buffer, copying, memory, replay and any other similar functionality of the PVR Decoder introduced from time to time;
- 1.17 "Subscriber" means a person who requests, or who has authorised another person to request on his behalf, the right to have access to the MultiChoice Service on the terms and conditions of this Agreement, whose request is accepted by MultiChoice, and whose subscription to the MultiChoice Service is active;
- 1.18 "System Rights" means the copyright and other intellectual property rights in the Equipment and in the MultiChoice Service, including the software incorporated therein;
- 1.19 "User Manual" is the standard operating instructions for your type of decoder;
- 1.20 "VAT" means Value Added Tax or any similar consumption based tax which MultiChoice or our agents may be obliged to levy and/or collect;
- 1.21 "you" means the Subscriber;
- 1.22 "your Request" means your request for access to the MultiChoice Service.

2 Any reference in this Agreement to -

2.1 to the singular includes the plural, and vice versa; and

2.2 to one gender includes the other gender.

Preamble

3 MultiChoice provides the MultiChoice Service to subscribers in numerous countries in sub-Saharan Africa.

4 MultiChoice acquires pre-packaged channels from channel suppliers and packages them into Bouquets.

5 Subscribers may request access to the MultiChoice Service for a minimum period of a number of complete months as determined by MultiChoice from time to time.

- 6 MultiChoice does not provide subscribers with -
- 6.1 access to stand-alone programmes, channels, features, facilities or applications; or
 - 6.2 the option to subscribe for a portion of a month,
- although MultiChoice reserves the right to do so in the future.
- 7 MultiChoice may determine that certain aspects of the MultiChoice Service will only be available in conjunction with certain other aspects of the MultiChoice Service.

Terms and conditions of Agreement

- 8 The terms and conditions on which MultiChoice authorises persons to have access to the MultiChoice Service are set out below.
- 9 By subscribing to the MultiChoice Service you agree to be bound by this Agreement.

Request for MultiChoice Service

- 10 Your Request must be made telephonically, in writing, or in person to MultiChoice or one of our duly authorised representatives.
- 11 If MultiChoice refuses your Request (which MultiChoice reserves the right to do), MultiChoice will have no obligation to you arising from your Request.

Commencement, duration and place of Agreement

- 12 This Agreement commences on the date on which MultiChoice accepts your Request by activating your subscription to the MultiChoice service.
- 13 This Agreement is binding on you and MultiChoice unless and until -
- 13.1 MultiChoice notifies you (in any manner, whether verbally, electronically, telephonically or in writing) that MultiChoice is terminating this Agreement with effect from a specified date; or
 - 13.2 the period for which you have paid, and MultiChoice has 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 MultiChoice Service is disabled by MultiChoice.
- 14 Each time you renew your subscription for a subsequent period you do so in terms of this Agreement as at the date of renewal.
- 15 The termination of this Agreement will not affect -

- 15.1 MultiChoice or the Subscriber's rights or remedies for the period prior to termination; or
 - 15.2 those rights and obligations which this Agreement intends, either expressly or by implication, will survive beyond termination.
- 16 Regardless of the place of your Request or of the acceptance of your Request by MultiChoice, this Agreement is deemed to be concluded at MultiChoice's principal place of business in Mauritius.

Hardware

- 17 Only you and the members of your household may use the MultiChoice smartcard to access the MultiChoice Service.
- 18 You may not tamper with the smartcard or attempt to use it for any purpose not authorised by MultiChoice.
- 19 MultiChoice may disable the smartcard, whether temporarily or permanently, if –
- 19.1 any unauthorised person uses the smartcard;
 - 19.2 the smartcard is damaged, lost or stolen;
 - 19.3 you are in breach of this Agreement;
 - 19.4 the period for which you have paid for your subscription to the MultiChoice Service has expired, or
 - 19.5 it is otherwise reasonable to do so.
- 20 MultiChoice recommends that you -
- 20.1 access the MultiChoice Service by using a smartcard supplied by MultiChoice in an Approved Decoder and in accordance with the User Manual, if any;
 - 20.2 keep the smartcard in the Approved Decoder; and
 - 20.3 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. You acknowledge that in standby mode certain Approved Decoders generate heat and that you will position your decoder with these factors in mind.
- 21 MultiChoice cannot guarantee that you will be able to access the MultiChoice Service, or any aspect thereof, either optimally or at all, if you do not act in accordance with MultiChoice's recommendations in clauses 17, 18 and 20.
- 22 If your smartcard is damaged, lost or stolen -

- 22.1 you must inform MultiChoice immediately; and
- 22.2 MultiChoice or one of its duly authorised representatives will replace the smartcard subject to the payment by you of a replacement fee.

User Manual

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

Advanced Decoder Functionality

- 25 If you own a Decoder with Advanced Decoder Functionality you may request MultiChoice to authorise you to use one or more such functions for which you will be obliged to pay the requisite fees. The provisions of clause 26 apply if MultiChoice agrees to your Request by authorising you to use such Functionality.
- 26 You acknowledge that -
 - 26.1 Advanced Decoder Functionalities are developing technologies;
 - 26.2 part of the memory space in the HDD is reserved for use by MultiChoice for future applications, fault reporting and capturing user profiles;
 - 26.3 MultiChoice is not liable to you for any loss of memory space in the HDD nor for any loss or corruption of content recorded on the HDD;
 - 26.4 the memory space available for your use on the HDD is a finite resource and MultiChoice will have no obligation to provide you with additional memory space if you exhaust the memory space in your HDD.

Restrictions on receipt of and use of MultiChoice Service

- 27 You may only receive and/or use the MultiChoice Service and the Equipment -
 - 27.1 in a single residential unit;
 - 27.2 for private use; and
 - 27.3 at the address provided by you and as recorded in MultiChoice's billing system.
- 28 You may not use the MultiChoice Service in any manner or for any purpose other than as set out in clause 27 above. Nor may you, whether intentionally or negligently, permit any other person to do so. Without limiting the restrictions in clause 27, you may not attempt to or -

- 28.1 access any aspect of the MultiChoice Service other than those aspects to which MultiChoice has authorised you to have access;
 - 28.2 use the MultiChoice Service, or any aspect thereof, for any commercial purpose;
 - 28.3 receive and/or use the MultiChoice Service in a hotel, motel, pub, club, hostel, embassy, office, business or any similar premises;
 - 28.4 exhibit or provide the MultiChoice Service to the public, whether or not admission fees are charged;
 - 28.5 charge any person a fee to access any aspect of the MultiChoice Service;
 - 28.6 copy any of the content of the MultiChoice Service except by using the Decoder Functionality for timeshifting or later private use;
 - 28.7 hire-out, sell, redistribute, relay, retransmit or rebroadcast any of the content of the MultiChoice Service, including any copy thereof that you may have made, whether using the Decoder Functionality or otherwise;
 - 28.8 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 MultiChoice Service, or in the HDD of a Decoder;
 - 28.9 permit, facilitate or condone any other person doing any of the prohibited activities in clause 28, whether using your smartcard or your decoder or otherwise; or
 - 28.10 sell or otherwise transfer the Equipment without advising MultiChoice immediately of the identity and contact details of the transferee. You indemnify MultiChoice 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.
- 29 If you wish to receive and/or use the MultiChoice Service at an address other than the address referred to in clause 27.3, you must request MultiChoice's prior consent to do so, which request we may consider.
 - 30 The Subscriber indemnifies MultiChoice and its affiliated companies, and their directors, officers, employees, agents and representatives against any claim by a third party in respect of a breach by the Subscriber of clause 27 and/or 28.
 - 31 You acknowledge that a breach by you of the provisions of clauses 27 and/or 28 may constitute criminal activity and will result in considerable prejudice and damage to MultiChoice and/or our channel suppliers.

Fees

- 32 MultiChoice provides the MultiChoice Service on a "pre-paid" basis.
- 33 In order for you to receive the MultiChoice Service, you must pay MultiChoice directly or via one of our duly authorised representatives the requisite fees 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 MultiChoice Service for the number of months determined by MultiChoice in terms of clause 5.
- 34 These payments must be made in advance and in full for the forthcoming subscription period on or before the Due Date.
- 35 MultiChoice will only activate your subscription to the MultiChoice Service once you have made, and MultiChoice has received, payment in full in terms of clause 33.
- 36 If MultiChoice activates your subscription to the MultiChoice Service on a date before the next Due Date, as selected by you or specified by MultiChoice, 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 requisite fees for the forthcoming subscription period.
- 37 If you do not pay the requisite fees in full for the forthcoming subscription period on or before the Due Date, your subscription to the MultiChoice Service will automatically expire and your smartcard will be disabled at the end of the subscription period for which you have paid.
- 38 You may not deduct from, or set off against, the fees which you are required to pay to MultiChoice in terms of this Agreement any amount whatsoever which you claim from MultiChoice or which MultiChoice owes you.
- 39 MultiChoice may from time to time change the fees payable to MultiChoice for the MultiChoice Service by way of a General Amendment.
- 40 MultiChoice may alter the Payment Instruction under which you pay your fees to MultiChoice if the amounts payable by you to MultiChoice should change for any reason. MultiChoice may also charge and recover from you under that same instruction any other amounts owing by you under this Agreement.

Communications with you

- 41 MultiChoice 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 or to your decoder for display on your television screen.
- 42 The nature of such messages will vary, and MultiChoice may use such messages, amongst other things, to -
 - 42.1 promote MultiChoice's services and/or those of our channel suppliers and clients;

- 42.2 advise you of the status of your account and any amounts owing by you to MultiChoice;
 - 42.3 inform you that your subscription is about to expire unless it is renewed on or before a particular date;
 - 42.4 inform you about the MultiChoice Service and operational systems, and changes to these; and
 - 42.5 provide you with information which MultiChoice believes may be of particular interest or relevance to you.
- 43 MultiChoice is not liable for any loss or damage that you or any third party may suffer as a result of or in connection with e-mails or text messaging whether by MultiChoice, you, or any third party using the MultiChoice Service and Equipment and you indemnify MultiChoice against any loss or damage that you or any third party may suffer as a result of any such communications.

Access to and disclosure of information relating to you

- 44 You authorise MultiChoice to -
- 44.1 capture, store, analyse and use for MultiChoice's marketing purposes the viewing habits and profile of you and the members of your household, and to retrieve such information from your decoder;
 - 44.2 use data that MultiChoice may hold in relation to you for the purposes of -
 - 44.2.1 processing your Requests;
 - 44.2.2 administering this Agreement;
 - 44.2.3 informing you of any amendments to this Agreement;
 - 44.2.4 informing you of any new aspects of the MultiChoice Service; and
 - 44.2.5 informing you of promotional competitions;
 - 44.3 disclose your personal information -
 - 44.3.1 to companies affiliated to MultiChoice for purposes of marketing the services of those affiliated companies;
 - 44.3.2 to any company which acquires MultiChoice's business or any part thereof; or
 - 44.3.3 if and to the extent that MultiChoice is required to do so to comply with any applicable law, including the requirements of statutory authorities.

Intellectual property

- 45 You acknowledge that -
- 45.1 the Content Rights and the System Rights are either owned by, or licensed to, MultiChoice;
 - 45.2 you acquire no right or interest in the Content Rights or the System Rights; and
 - 45.3 you will use your best endeavours to maintain and protect MultiChoice's rights and interests, and that of our suppliers and licensors, in the Content Rights and the System Rights.
- 46 You indemnify MultiChoice and its affiliated companies, directors, officers, employees, agents and representatives against any claim by a third party in respect of a breach by you of clause 45.3.

MultiChoice's obligations

- 47 In consideration for the fees paid by you, and subject to you complying with this Agreement, MultiChoice, in accordance with this Agreement, will provide you with access to the MultiChoice Service you have subscribed to.
- 48 Subject to you complying with this Agreement, MultiChoice's authorising you to have access to the MultiChoice Service will continue for the duration of your subscription period, provided that MultiChoice will have no obligation -
- 48.1 to ensure that the Equipment is installed correctly;
 - 48.2 subject to 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) –
 - 48.2.1 to ensure that the Equipment is and remains functional;
 - 48.2.2 to maintain any component of the Equipment; or
 - 48.3 to ensure the integrity or error-free playback of the content copied to the HDD.

Subscriber's obligations

- 49 Subject to this Agreement, and in addition to any other obligations imposed on you in terms of this Agreement, you must -
- 49.1 provide MultiChoice with your personal information required by MultiChoice in order to activate your subscription;
 - 49.2 inform MultiChoice in writing within seven days of any change to any of the information provided by you in relation to this Agreement;

- 49.3 inform MultiChoice immediately if you become aware of -
 - 49.3.1 any act or attempt by any party in relation to the Equipment or any aspect of the MultiChoice Service which, if committed by you, would be a breach of this Agreement;
 - 49.3.2 any damage to, loss, theft or unauthorised use of the Equipment;
- 49.4 use the parental control mechanism on the MultiChoice Service to block your and the members of your household's access to content on the MultiChoice Service which you consider inappropriate or undesirable.

No warranties, limitation of liability, and indemnities

- 50 MultiChoice makes no warranty or representation, whether expressly or implicitly, -
 - 50.1 subject to the terms of the warranty and the decoder care plan described in clause 48.2, as regards any component of the Equipment nor that you will be able to access, or to continue to access, the MultiChoice Service using the Equipment;
 - 50.2 as to the Coverage Area or that the MultiChoice Service, or any aspect thereof, will be available in all parts of the Coverage Area;
 - 50.3 as to the quality of or uninterrupted or loss of reception by you of the MultiChoice Service, or any aspect thereof, in the Coverage Area to the extent that this results from causes beyond MultiChoice's control;
 - 50.4 as to the content of the MultiChoice Service, including as regards the subject, nature, quality, reliability, truthfulness or accuracy of the content.
- 51 Subject only to the terms of the warranty and the decoder care plan described in clause 48.2, MultiChoice is not liable -
 - 51.1 for any loss or damage suffered by you or any other third party, which arises out of -
 - 51.1.1 any act or omission of MultiChoice or its employees or agents, subject to the provisions of clause 51.4;
 - 51.1.2 any act or omission of MultiChoice's consultants, subcontractors or affiliated companies;
 - 51.1.3 the exercise by MultiChoice of our rights in terms of this Agreement; or
 - 51.1.4 any breach by you of your obligations under this Agreement, and you specifically indemnify MultiChoice and our affiliated

companies, directors, officers, employees, agents and representatives against any claim by you or any third party arising out of such breach;

- 51.2 to any person for the content on and/or the use of materials constituting the MultiChoice Service, whether provided by MultiChoice or a third party, and you acknowledge that –
 - 51.2.1 the MultiChoice Service may contain images and/or content that may be regarded as unsuitable or offensive by some viewers;
 - 51.2.2 MultiChoice mainly acquires complete channels from channel suppliers and packages them into Bouquets and as such MultiChoice has no influence over, and is unable to alter, the content of the channels; and
 - 51.2.3 the channels on each Bouquet may vary from time to time, and that the content of each individual channel may, from time to time, change; furthermore, the channels on each bouquet or content therein may vary from country to country depending on the programming rights for that specific country or for any other reason.
- 51.3 for any delay or failure by MultiChoice to provide the MultiChoice Service, or any aspect thereof, to the Subscriber to the extent that such delay or failure results from causes beyond MultiChoice's direct or indirect control;
- 51.4 for any delay, interruption, defect or failure in the distribution or reception of the MultiChoice Service, or any aspect thereof, regardless of the nature, duration or cause thereof, in the absence of gross negligence or wilful default on MultiChoice's part. If such delay, interruption, defect or failure is due to such gross negligence or such wilful 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 MultiChoice's gross negligence or wilful default;
- 51.5 for any delay, interruption, defect or failure in the distribution or reception of the MultiChoice Service, or any aspect thereof, regardless of the nature, duration or cause thereof, which MultiChoice deems necessary for any purpose related to MultiChoice's business, including, without limitation, in order to support the operation, maintenance and security of the MultiChoice Service, or any aspect thereof;
- 51.6 subject to 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.

- 52 Although MultiChoice strongly recommends the use of MultiChoice accredited installers for the installation of the Equipment, each installer acts as an independent contractor and is not an employee, subcontractor or agent of MultiChoice. Neither the manufacturer(s) nor MultiChoice is liable for any loss or damage of any nature whatsoever caused by the conduct of an installer, including as a result of -
- 52.1 any breach by an installer of any of its obligations to you; and
 - 52.2 an act or omission on the part of an installer.
- 53 You indemnify MultiChoice and its affiliated companies, officers, directors, employees, agents and representatives against any claim by any third party arising from a breach by you of any provision of this Agreement.

Amendments to and variations in MultiChoice Service

- 54 The nature, composition and content of the MultiChoice Service are determined by MultiChoice in our sole discretion, and may be changed by MultiChoice from time to time.
- 55 Without limiting clause 54, MultiChoice may –
- 55.1 replace, remove or otherwise amend any aspect of the MultiChoice Service, including, but not limited to -
 - 55.1.1 any facets, applications, facilities, features and/or functionality of the MultiChoice Service;
 - 55.1.2 the range, nature and format of the MultiChoice Service;
 - 55.1.3 the content of the MultiChoice 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;
 - 55.1.4 the range, nature and number of any ancillary applications, facilities or services;
 - 55.2 advise you of an additional aspect of the MultiChoice 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;
 - 55.3 advise you of any aspect of the MultiChoice 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.

- 56 You acknowledge that -
- 56.1 MultiChoice provides the MultiChoice Service in numerous countries;
 - 56.2 aspects of the MultiChoice Service and the cost therefore may differ from country to country and will not necessarily be available in every country;
 - 56.3 MultiChoice cannot guarantee that the MultiChoice Service, or aspects thereof, in whole or in part, will be available at all places within a particular country or in every country in which MultiChoice operates;
 - 56.4 Equipment acquired or used in one country or in the coverage area of a particular satellite might not be able to be used to receive the MultiChoice Service, or aspects thereof, in another country or in the coverage area of another satellite.
- 57 The various systems necessary for or associated with the provision of the MultiChoice Service are determined by MultiChoice and are subject to ongoing innovation and change and may be amended by MultiChoice from time to time. Without limiting the above you agree that MultiChoice may -
- 57.1 update, amend or replace the software of these systems, including 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 MultiChoice;
 - 57.2 recommend that you upgrade, reconfigure, change or replace ("upgrade"), at your cost if applicable, the Equipment used by you to access the MultiChoice Service. You acknowledge that your continued access to the MultiChoice Service could be negatively affected if you do not act on this recommendation; or
 - 57.3 disable or remotely alter the functionality of the PVR Decoder to prevent you from copying certain programmes or channels if MultiChoice becomes obliged to do so.
- 58 You acknowledge that you will have no rights, interests or expectations to any increases or decreases in the fees payable by you if MultiChoice makes any amendment to the MultiChoice Service in terms of clauses 54 to 57, or any other clause of this Agreement.

Amendment of Agreement

- 59 You agree to be bound by this Agreement or the User Manual as amended from time to time.
- 60 MultiChoice may amend this Agreement from time to time by way of a General Amendment. In this event, MultiChoice will post the revised agreement on MultiChoice's website and/or make it available in MultiChoice's offices or the offices of our duly authorised representatives.
- 61 You agree to be bound by such General Amendment from the date specified by MultiChoice when making the General Amendment.

Breach of agreement

- 62 Your failure to comply with this Agreement or the User Manual constitutes a material breach of this Agreement.
 - 63 If you breach this Agreement -
 - 63.1 MultiChoice, without prejudice to any other remedy that MultiChoice may have, may immediately and without notice to you, disable the smartcard, terminate your authority to have access to the MultiChoice Service, and/or terminate this Agreement;
 - 63.2 you must pay MultiChoice all legal costs, including attorney and own client costs, tracing agent's fees and collection charges which MultiChoice may incur in taking any steps pursuant to such breach; and
 - 63.3 you must pay MultiChoice any loss or damage incurred by MultiChoice directly or indirectly as a result of your breach.
 - 64 If, after the agreement has been terminated, you -
 - 64.1 remedy your breach;
 - 64.2 comply with this Agreement; and
 - 64.3 pay MultiChoice all amounts due to MultiChoice in terms of this Agreement;
- then you may submit a new request with a view to concluding a new agreement.

General

- 65 This Agreement -
 - 65.1 constitutes the sole and complete record of the agreement between you and MultiChoice in regard to its subject matter; and

- 65.2 supersedes any previous agreement between you and MultiChoice in terms of which you were authorised to have access to the MultiChoice Service.
- 66 Neither you nor MultiChoice is bound by any express or implied representation, warranty, undertaking, promise or the like not recorded in this Agreement.
- 67 Any relaxation or indulgence which MultiChoice may show you at any time in regard to this Agreement is without prejudice to, and does not constitute a waiver of, any rights MultiChoice may have, either in terms of this Agreement or any law.
- 68 If any provision of this Agreement is found to be wholly or partly invalid, unenforceable or unlawful, then -
- 68.1 this Agreement will be severable in respect of the provision in question to the extent of its invalidity, unenforceability or unlawfulness; and
- 68.2 the remaining provisions of this Agreement will remain in full force and effect.
- 69 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.
- 70 MultiChoice may cede any of our rights and/or assign any of our obligations under this Agreement to any person.
- 71 You may not cede any of your rights and/or assign any of your obligations under this Agreement to any other person.
- 72 This Agreement is subject to, and will be interpreted, implemented and enforced, in terms of the laws of South Africa.
- 73 You irrevocably submit to the jurisdiction of the relevant courts of the Republic of South Africa, including the Magistrates Court, in respect of all proceedings arising out of or pursuant to this Agreement.
- 74 The parties choose the following addresses for the service of all notices and processes arising out of this Agreement -
- 74.1 MultiChoice Africa Limited, 6th Floor, One Cathedral Square, Pope Hennessy Street, Port Louis, Republic of Mauritius.
- 74.2 You: The physical address supplied by you when making your Request, as amended by you from time to time.