



Terms and Conditions for the Business Subscriber to DStv

Nigeria

1. Introduction

- 1.1. MultiChoice Nigeria Limited provides the subscription based satellite television service, known as DStv, in Nigeria.
- 1.2. In this document, we set out our and your rights and responsibilities when you subscribe to DStv.
- 1.3. Please pay careful attention to the paragraphs that are in **red and bold** as they limit our risk or responsibilities, require you to compensate us for loss or to take on risk or responsibility, or to accept certain facts.
- 1.4. In addition to this document, parts of your relationship with us is controlled by these documents below:
 - 1.4.1. MultiChoice Nigeria's privacy policy, which you can access at www.dstvafrica.com/en-ng. You can also request us to send you a copy of this document. The policy explains how we collect information about you, why we collect it and how we use it;
 - 1.4.2. Product guidelines/user manual issued with the DStv equipment. "User Manual" is the standard operating instructions for your type of decoder. In the event of a discrepancy between this document and the product guidelines, the Terms and Conditions will prevail;
 - 1.4.3. MultiChoice's compensation policy, which sets out our underlying principles for compensating you if you could not watch DStv because we did not meet our obligations to you. You can access the Compensation Policy at www.dstvafrica.com/en-ng.

2. The service

- 2.1. We offer DStv through a number of packages at different prices.
- 2.2. You can access a list of packages on offer, their prices and information about the number and type of channels available on each package at www.dstvafrica.com/en-ng.

- 2.3. We may sometimes add, remove, change or delay DStv, or any part of it (**including content and channels**), for any purpose related to the operation of our business. We will do our best to tell you about this in advance.
- 2.4. In order to provide the best possible Service to you and to protect the Service and you against piracy and other risks, and for other reasons necessary to support the provision, operation, maintenance and security of the Service, we may need to carry out activities which could delay or interrupt the distribution or reception of the Service, or any aspect thereof.
- 2.5. You agree that we may delay or interrupt the service if it is reasonably necessary for this purpose.
- 2.6. We will endeavour to limit the duration of such interruptions and delays and, where practicable, to schedule them at times when you will generally be least inconvenienced. We will also provide reasonable notice of more substantial delays or interruptions.
- 2.7. We may offer additional services to DStv, subject to any conditions applicable thereto including charges therefore, if any.
 - 1.1. You may only access DStv once we have approved your request, you have paid the relevant fees and you have the necessary equipment. You may only access DStv in Nigeria and for business use.

3. Your request for the service

- 3.1. You can sign-up to DStv by sending us a request for access to the service:
 - 3.1.1. Electronically; and/or
 - 3.1.2. in writing or in person at any of our approved branches or agents; and/or
 - 3.1.3. by any other method indicated by us from time to time.
- 1.2. We will ask for some information about you when you make your request. This will include information that identifies who you are, where you are incorporated, how you can be contacted and how you will pay for DStv ("personal information").

4. Our activation of the service

- 4.1. We will either accept or reject your request based on our review of the personal information that you give to us.
- 4.2. If we approve your request, we will activate your subscription on the package that you requested after we have received payment of the relevant fees for any of the prescribed period(s), which can be viewed at www.dstvafrica.com/en-ng
- 4.3. If your personal information changes, you must tell us as soon as possible. If you do not update your personal information, we will use the information that you last gave us and you may not hold us responsible for using that information. If you do not update your personal information, we may cancel or suspend your access to DStv.

5. Fees

- 5.1. The fees that you must pay for DStv include:
 - 5.1.1. the pre-paid subscription fee that we charge for the package that you choose. We may charge this fee for each prescribed period (e.g. monthly or annually), or for any other period that we may decide from time to time; and/or
 - 5.1.2. an access fee, if you want to view DStv on more than one device in your business; and/or fees
 - 5.1.3. related to the provision of other value-added services;
 - 5.1.4. taxes which are stipulated by law (and which are subject to change); and/or
 - 5.1.5. any other fees as may be required to enable us to provide the DStv service and any other value added services.
- 5.2. We may periodically change the pre-paid subscription fee, access fee and other fees as may be necessary to be charged. You can view an up-to-date list of all the fees that we charge in Nigeria at www.dstvafrica.com/en-ng.
- 5.3. You acknowledge that the standard billing cycle for DStv is 30 days. You will have access to DStv for the prescribed period that you paid for. Your access to DStv will run from the date on which we receive payment for your subscription. If that period ends and we have not received another payment from you, your access to DStv may expire.
- 5.4. Each period you are granted access to DStv will be deemed to be a separate contract between you and us and is renewable upon us receiving payment from you and upon these same terms and conditions.
- 5.5. **If you pay us or at any time accrue an amount less than the price of your current or last viewed package, you accept that we can use the money to give you access to a lower package as long as the fees for such a package is not more than the money that you have paid or which has accrued in your account.**
- 5.6. **If you paid for a specific period, and you cancel your access to DStv before the end of that specific period, it may take 7 days to process your cancellation. We will either keep the balance for the specific period that you did not receive DStv as a credit in your account or refund you for that period, if you ask us to do so.**
- 5.7. MultiChoice is not a financial institution or bank and will not be liable for any interest on account credits.
- 5.8. You may pay your fees -
 - 5.8.1. in cash at a one of our branches, agents or authorised representatives (for example, mega dealer, super dealer or retailers);
 - 5.8.2. through direct deposit or electronic transfer;

- 5.8.3. through a Payment System Provider (these are third parties that own and operate payment systems that assist with the collection of fees, such as QR Code payment systems or mobile money under the regulation of the Central Bank of Nigeria);
- 5.8.4. debit order; or
- 5.8.5. any other mode of collection that we may allow you to use to pay us.
- 5.9. Payment systems may be operated by other parties, called Payment System Providers. None of the Payment System Providers are our employees, subcontractors, agents, intermediaries or representatives, and they are not controlled by us in any way. Each Payment System Provider will have terms and conditions that are specific to its own payment systems. **We are not responsible for any compensation due to any loss caused by your use of their payment system.**

6. Equipment

- 6.1. To access and view DStv, you need to have access to equipment capable of transmitting DStv. This equipment is sold separately and does not form part of the pre-paid subscription fee (unless otherwise provided, from time to time).
- 6.2. As technology is constantly evolving, the necessary equipment may change from time to time. An up-to-date list of the equipment approved by us can be accessed at www.dstvafrica.com/en-ng., social media platforms, on flyers at our outlets and via our customer friendly mobile application MyDStv app.
- 6.3. We do not guarantee your access to DStv if you do not use the equipment approved by us, or if you use outdated equipment, and if it is not installed by an accredited installer. You may choose an accredited installer via our website at www.dstvafrica.com/en-ng and selecting the 'find installer' tab. Upon request, we will give you a list of accredited dealers and installers, along with their accreditation details (name, location and contact details) at the point of subscription.
- 6.4. We recommend that you use a MultiChoice accredited installer to install your DStv equipment. We will give you a list of accredited dealers and installers, along with their accreditation details (including their name, location, evidence of accreditation and contact details) at the point of subscription and will make this information freely available on our website, and on our designated information channels. We will also ensure that accredited dealers and installers carry certified means of identification issued by us.
- 6.5. The accredited Installers are independent contractors; not our employees, subcontractors, agents, intermediaries or representatives. **We are not responsible for any loss or injury caused by an installer which is unrelated to the installation of equipment in accordance with MultiChoice Nigeria's Compensation policy.**
- 6.6. If you sell or give your equipment to someone else, you must tell us in writing within 7 working days. You must also send us the name and contact details of who you sold or gave the equipment to.

- 6.7. **We are not responsible for any claim by the new owner, including any claim due to the equipment not working.**
- 6.8. **You will be responsible for paying all outstanding fees until we have acknowledged the sale or handover of the equipment and have received the name and contact details of the new owner.**

7. Accessing DStv

- 7.1. You can only access DStv as long as you -
 - 7.1.1. have paid the applicable fee(s);
 - 7.1.2. use equipment that we have approved;
 - 7.1.3. live in a single residential unit;
 - 7.1.4. use DStv for business use; and
 - 7.1.5. use DStv at the physical address that you gave us when you asked us for access to DStv.
- 7.2. The software, pictures, sounds, signals or other works, designs or symbols ("intellectual property rights") that make up DStv or the DStv equipment is owned or licensed to us. You must not access DStv or use the DStv equipment in a way that violates any of our or licensor's intellectual property rights. You may also not allow another person to do so. **You agree to compensate us or any other person for any loss that we or any other person may suffer because of your violation of our intellectual property rights.**
- 7.3. To give you access to DStv, we must have a security system that protects DStv against use without our permission. We will automatically upload, maintain, change or update the security system. **You understand that the security system may disconnect or stop any features on the equipment that you use to access DStv equipment illegally or in a way that violates any of our or licensor's intellectual property rights.**
- 7.4. If we do not upload all or some of the security system, this does not mean that we give up any of our rights resulting from the use of DStv without our permission.
- 7.5. The DStv service may only be used in line with these terms and conditions. Do not -
 - 7.5.1. access any part of DStv that we have not given you permission to access;
 - 7.5.2. use DStv, or any part of it, for any commercial purpose;
 - 7.5.3. receive and/or use DStv in a hotel, motel, pub, club, hostel, embassy, office, business or any similar place that is not a single residential unit for private/domestic use at the physical address you gave to us;
 - 7.5.4. display or provide DStv to the public, whether or not you charge an admission fee;
 - 7.5.5. charge any person a fee to access any part of DStv;
 - 7.5.6. copy any of the content on DStv, except if you record content using a decoder that we have approved;

- 7.5.7. Hire-out, sell, redistribute, relay, retransmit or rebroadcast any of the content on DStv, including any copy of DStv that you may have made using an equipment that we have approved;
- 7.5.8. Hack, reverse engineer or compromise the security system or other software used in the equipment that we have approved to control access to DStv;
- 7.5.9. Allow or enable any other person doing any of the activities that you are not allowed to do.
- 7.6. **You accept that your access to DStv may be influenced by factors beyond our reasonable control and we will not be responsible for any damage and/or loss suffered by you as a result of such factors.**

8. Communicating with each other

- 8.1. We will use your personal information to send you important information about your subscription to DStv or any information which the law requires us to send you.
- 8.2. You may give another person permission to communicate with us on your behalf. We encourage you to let us know if you have done so.
- 8.3. If another person contacts us on your behalf, we will only do what that person asks us to do if that person can correctly answer the security questions that we use to confirm that a person has your permission to communicate with us. **You agree to be bound by any requests made by any person who correctly answers our security questions.**
- 8.4. We will base the security questions on the personal information that you give to us when you ask for access to DStv. Please do not share your personal information with anyone. If you do so, you agree to compensate us for any cost that we may incur because you shared your personal information with another person.
- 8.5. You can contact us at any of the other details listed on the MultiChoice site for Nigeria.

9. Confidentiality and your personal information

- 9.1. You or we may come to know confidential information, which is not available to the public, about each other during our provision of DStv to you. **We both agree that we will use that confidential information for one purpose only, to allow you or us to fulfil our obligations in these terms and conditions.**
- 9.2. **You accept that to give you access to DStv, we will have to collect, use, store and, where necessary, share your personal information. We will only do so in line with our data policy which explains how we will deal with your personal information.** You can get a copy of the data policy at www.dstvafrica.com/en-ng. Please contact us if you would like more information or have any questions about how we deal with your personal information.

10. Ending your subscription to DStv

- 10.1. Your DStv subscription is a prepaid subscription for 30 days.
- 10.2. You may cancel your subscription to DStv through any of the ways that you requested access to DStv, which we listed at 3.1 above. If you do so, other terms in these terms and conditions that deal with cancellation of your subscription will apply.
- 10.3. If you wish to view the FTA (Free-to-air) Channels after your subscription to DStv has expired, we will, upon your request, and after we have received the applicable administration fee determined by us from time to time, give you access to view the FTA Channels.
- 10.4. You may, thrice in each calendar year, request to suspend your access to DStv for a fixed period of no less than seven and no more than 14 days, commencing 48 hours after we receive your suspension request in the manner determined by us from time to time –
 - 10.4.1. Your DStv subscription may end if you do not pay the subscription and related fees as set out herein. Your access to the DStv service will automatically resume, upon the expiry of your requested suspension period;
 - 10.4.2. If you wish to cancel or change a suspension request, we will make the change as soon as possible after receiving your cancellation/change request in the manner determined by us from time to time. If you cancel a suspension request before the suspension has begun, it will not count as one of the three suspensions which you are permitted in a calendar year;
 - 10.4.3. if you change or cancel a suspension request after the suspension period has started running, it will count as one of your two permitted suspensions.
- 10.5. We will not charge you subscription fees for the period in which your access to the MultiChoice Service was suspended.
- 10.6. If you violate any of these terms and conditions, we may cancel these terms and conditions and disable your access to DStv and/or request that you immediately carryout any of your responsibilities under these terms and conditions. If we do this, we do not give up any other rights that we may have by law, including the right to ask for and get compensation from you.

11. Warranty and Liability

- 11.1. We make no warranty or representation, whether expressly or implicitly;
 - 11.1.1. as to the quality of or uninterrupted or loss of reception by you of the Service, or any aspect thereof, in a coverage area to the extent that this results from causes beyond our control;
 - 11.1.2. as to the content of the Service, including as regards the subject, nature, quality, reliability, truthfulness or accuracy of the content.
- 11.2. You agree that we will have no obligation to compensate you or any person for any loss due to;

- 11.2.1. **your or another person's viewing any pictures or hearing any sounds on DStv that you or that person consider unsuitable or offensive** (you may use the parental control mechanism on DStv to block your members' access to content on DStv which you consider inappropriate or undesirable).
- 11.2.2. **us cancelling or suspending your access to DStv as allowed in these terms and conditions;**
- 11.2.3. **any breakdown or failure of the equipment you use to access DStv that is not a manufacturing defect, hazard or unsafe feature of that equipment; or**
- 11.2.4. **any communications between you and us, or with any other person, using DStv or any equipment you use to access DStv.**
- 11.3. If any party ("the Defaulting Party") breaches any provision of the Agreement and fails to remedy such breach within 10 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 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 to cancel the Agreement.
- 11.4. Neither you nor we will have a duty to compensate the other party for any punitive, indirect, special, exemplary, incidental or consequential losses.
- 11.5. **In the event of any material delay, interruption, defect or failure in the distribution of the DStv service which is caused by our negligence or wilful default, you are entitled to the rights afforded to you in MultiChoice Nigeria's compensation policy.**

12. General

- 12.1. Your subscription to DStv is considered to be with MultiChoice Nigeria Limited
- 12.2. We may change all or parts of the terms and conditions in this document. Save for clause 5.2, We will notify you of any amendment to the terms and conditions before they take effect. If you are unhappy with the new terms and conditions, you may cancel your subscription to DStv before the new terms and conditions take effect.
- 12.3. This document replaces any previous terms and conditions and/or agreement between you and us in terms of which we agree to give you access to DStv.
- 12.4. **You confirm that you did not rely on any representation, warranty or undertaking when requesting access to DStv. This does not limit or restrict any liability arising as a result of fraud.**
- 12.5. If we or you, do not enforce any of our and your rights in terms of this document, it does not mean that either party is waiving that right or any other rights.
- 12.6. If any provision in this document is found to be invalid, the rest of the document will remain in effect.

- 12.7. Neither you or us will be responsible for any violation, delay in performing, or failure to perform your or our obligations in terms of this document if such violation, delay or failure results from circumstances beyond your or our reasonable control.
- 12.8. Either party may cede its rights and/or assign its obligations under this document to any other person, provided that it gives prior written notice to the other party.
- 12.9. This document will be governed and interpreted by the laws of Nigeria. Any disputes will be referred to arbitration in terms of the Arbitration and Conciliation Act, (Chapter 18, Laws of the Federation of Nigeria 2004), or any leading arbitration regulation in force in Nigeria from time to time. The arbitration will take place in Nigeria and at a location chosen by us.
- 12.10. The following addresses may be used for the service of all notices and processes arising out of this document -
- 12.10.1. MultiChoice Nigeria Limited: 1381 Tihamiyu Salvage Street, Victoria Island, Lagos, Nigeria; and
- 12.10.2. You: the physical address you last provided to us.
- 12.11. A notice that is actually received by you or by us will be adequate notice even if the notice was not delivered to the address listed in paragraph 12.10 above.