my.t DStv Stream Terms and Conditions

1. OBJECT

1.1 Mauritius Telecom Ltd ("MT") has partnered with MultiChoice Africa Holdings B.V. ("MultiChoice") to provide subscribers of my.t internet with TV ("my.t home Subscribers", "You", "Your") with the DStv Streaming Services ("DStv Stream" or "Service").

1.2 DStv Stream is a paid subscription video on demand service that allows you to access and watch best of live football, popular sports, on demand movies, series and other content offered by MultiChoice. The Service offers various content bundle options commercialised as packages including DStv Premium, DStv Compact+, DStv Compact, DStv Family and DStv Access. Each content package is available at distinct pricing tiers, with the DStv Premium tier representing the highest level of content access and carrying the maximum subscription rate.

1.3 If you are a my.t home subscriber, your use of the DStv Stream shall also be governed by the Terms and Conditions for access and use of DStv and MultiChoice's Privacy Policy (together referred to as "DStv Agreement") available at https://www.dstv.co.za/legal/terms-and-conditions/ , your my.t home terms and conditions MT found at https://www.myt.mu/home/internet-and-tv/, as well as the my.t DStv Stream Terms and Conditions herein ("m.yt DStv Stream Terms"). Use of the Service will require acceptance of DStv Agreement.

1.4 You agree that the my.t DStv Stream Terms form a legally binding agreement between you and MT. By subscribing to any Package under the DStv Stream service, you agree to be bound by the my.t DStv Terms in addition to your my.t home internet and tv terms and conditions which you acknowledge to have read and understood.

1.5 Your continued use of the Service shall be deemed an acceptance of the my.t DStv Steam Terms, as well as any revision or modification of the same without prior notice. It shall be your responsibility to keep yourself informed of any such changes.

1.6 MT reserves the right to stop, suspend, amend, review or otherwise alter the DStv Stream offer(s), the applicable charges and/or any benefits derived through the Service by giving prior reasonable notice. Unless otherwise stated, this will not affect the rest of your agreement with MT.

1.7 MT will provide your information as reasonably necessary to MultiChoice to register you for the DStv Stream Service.

1.8 You further agree to the disclosure of your information in the manner set out in DStv Privacy Policy and this DStv Promotion Terms. For further information about how MT handles your personal data, please visit the Privacy Policy available on https://www.myt.mu/pdf/p_policy.pdf. For MultiChoice Privacy Policy, please visit https://www.dstv.co.za/legal/privacy-cookie-notice/ .

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2. DEFINITIONS

"***Charges***"	shall mean the monthly subscription fees billed by MT and paid to MT by a Subscriber for the subscribed Package under the DStv Stream Service as from activation date.
"DStv Stream or Service"	means the service offered by MultiChoice, which enables a user to access a variety of Contents under the proposed Packages. This service may be provided through various devices, platforms, and applications, including but not limited to my.t set-top-boxes, smartphones, tablets, websites, and any other means that may be introduced from time to time.
"Content"	shall mean the audiovisual content on the Service, as made available, selected and programmed by MultiChoice.
"Package"	shall mean the different DStv packages made available by MultiChoice at the time the Subscriber registers to the DStv Stream Service.

3. ELIGIBILITY

3.1 To access DStv Stream through MT, you shall subscribe to MT internet and TV bundle and have a Smart Box Pro or other compatible device provided by MT.

3.2 You may subscribe to any Package under the DStv Stream Service as detailed at clause 5 below by creating a DStv Stream account and providing such information as may be requested to complete your subscription.

3.3 To maintain access to the DStv Stream Service, Subscribers shall continue their subscription to MT TV and Internet services without interruption or change to an ineligible plan.

4. USAGE OF THE SERVICE

4.1 You acknowledge and agree that the continued provision of the Service to you by MT is subject to the following conditions:

(i) You shall at all times comply with all applicable laws, regulations, third party rights or other applicable restrictions on the Service or any Content therein;

(ii) You shall ensure that all information you provide to MT or to MultiChoice through MT is complete, accurate and up-to-date, and that, in the event of any change in such

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information, you shall promptly inform MT of such change, in such form as may be required by MT;

(iii) You shall bear the sole responsibility for the use and safeguarding of your personal information (e.g email address, username or passwords) when using the Service; and

(iv) You have paid, or will pay, all applicable Charges.

4.2 You warrant and undertake that you shall use the Service in the Republic of Mauritius, and only for personal and non-commercial purposes.

4.3 Streaming, download, re-download, temporary storage, display and viewing of Content shall be subject to the limits and restrictions set out in the DStv Agreement by MultiChoice.

4.4 You shall not reproduce, distribute, modify, publish, license, create derivative work from, offer for sale, or use (in an unauthorized manner) Content and information contained on the Service.

4.5 You shall not remove, alter, deactivate, circumvent, degrade or thwart any protection any Content Protection Technology or mechanism used on or by the Service.

4.6 In relation to the use of the Service, in the event of any inconsistency between the my.t DStv Stream Terms and the DStv Agreement, the latter shall prevail.

5. DStv STREAM SERVICE

5.1 Under the DStv Stream, subscribers shall have the option to choose between the following Package, each with applicable Charges as determined by MT from time to time:

(i) DStv Premium

(ii)DStv Compact+

(iii)DStv Compact

(iv)DStv Family

(v) DStv Access

5.1 The Package, the DStv Stream service, including the content libraries, access rights, streaming quality, software features and functionality, are provided by MultiChoice "as-is" and may change at any time without notice. MT does not own or control the DStv Stream service and makes no representations, warranties or guarantees regarding availability of specific content, titles or features. MT gives no assurances of uninterrupted access to the Service or that any particular channels, live events, shows, sporting events or other programming will be accessible or available in high-definition format. As such nothing in these terms shall be construed as imposing on MT the obligation of providing an uninterrupted, continuous and regular service.

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5.3 The number of concurrent streams allowed per account is determined and limited by MultiChoice in its sole discretion according to various tiers and Packages. MT shall not be responsible for any limitations on concurrent streaming imposed now or in the future.

5.4 MT shall not be liable to the subscriber for any addition, deletion, removal or substitution of Content and/or modification or discontinuation of any aspect of the DStv Stream Service undertaken by MultiChoice. The subscriber acknowledges and agrees that MultiChoice is solely responsible for determining the Content under each Package and/or any aspect of the Service.

5.5 Subject to the foregoing, you understand and agree that your viewing experience and image quality are dependent on factors such as:

(i) your internet and/or WIFI connectivity;

(ii) your volume allowance based on your internet plan;

(iii) the number of devices simultaneously connecting to the same network;

(iv) the content you have selected;

(v) the type of devices that you use to access the content;

(vi) compatibility of web browser; and

(vii) the software installed in your devices.

5.6 Streaming DStv Content is similar to using any other apps on your Smart Box Pro (e.g. YouTube) and it accounts in the usage of your broadband monthly volume allowance.

6 SUBSCRIPTION

6.1 In order to subscribe to any DStv Stream Package, you will be sent an activation link on your registered mobile number or email. You shall follow any registration or account creation instructions provided by MT to access the subscribed DStv Package.

6.2 You understand and agree that you are solely responsible for properly registering for the Service by following to all registration instructions provided. MT shall not be held liable for any delays interruptions, damages, or losses of any kind incurred by you as a result of your failure to follow the registration instructions provided.

6.3 Applicable subscription Charges shall commence upon subscription to the the DStv Stream Service. MT shall bear no liability to reimburse or suspend billing in the event the Subscriber fails to properly register for the Service due to any act or omission attributable to the Subscriber.

6.4 You shall be responsible for all use of your account, including use of your account by other persons. By allowing others to access your account or to create profiles within your account, you agree to be responsible for ensuring that they comply with these terms herein and you agree to be responsible for their activity when using the Services.

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6.5 You shall, at all times, be solely responsible to keep your login credentials and/or password confidential and shall not disclose to any person your password or authorise any person to use your login credentials and/or password for any purpose whatsoever. MT shall not be responsible for your login credentials. In case, you have forgotten your login credentials, you shall have to retrieve same from DStv website.

6.6 In the event of fraud, misuse or similar conditions, MT reserves the sole and absolute right to alter and/or end the subscription or my.t DStv Steam Terms herein at any time, without giving prior notice or compensation in cash or kind.

6.7 MT shall not be liable for any delay, interruption, or failure in subscribing to any DStv Package, if such delay, interruption or failure is attributable to any issues with the Subscriber's software, hardware or any other technical problems under the reasonable control of the Subscriber.

7 TERM AND CANCELLATION

7.1 The subscription and access to DStv Stream and the selected Package commences on the date the activation link is provided by MT ("Commencement Date").

7.2 The DStv Stream subscription is subject to a minimum 12 month term ("Minimum Term") from the Commencement Date.

7.3 If you cancel your DStv Stream subscription before completing the Minimum Term for any reason, a cancellation penalty fee of MUR 2000 shall be charged on the next bill.

7.4 If you cancel your DStv Stream at any time after the Minimum Term then a fixed charge of Rs 1000 is applicable. For avoidance of any doubt, cancellation of DStv Stream will not automatically cancel your Internet and tv plan with MT. You still remain a my.t home subscriber.

7.5 Notwithstanding clause 7.2, you shall be entitled to downgrade your DStv Package to another available DStv Package within our network at any time during or after the Minimum Term, and no penalty or downgrade fees shall be payable in respect of such downgrade, provided that you remain a subscriber within our DStv network.

7.6 You may choose to upgrade from your existing DStv Package to a higher DStv Package at any time. Upon receiving a request to upgrade packages, MT will initiate the change and you will be billed at the applicable charges for the upgraded Package effective as of the next billing cycle.

7.7 Upgrade requests received and processed before the current billing cycle ends will be prorated. Upgrades will result in adjustment of monthly charges without requiring a new Minimum Term commitment.

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8 BILLING AND PAYMENT

8.1 You acknowledge and agree that you have authorised MT to charge you the applicable Charges, at the current prevailing rate posted on my.t website found www.myt.mu/home/internet-and-tv/ , for the right to access your selected Package under the Service.

8.2 Your monthly payment to MT for the Internet and TV plan shall satisfy your monthly payment commitment under the DStv Agreement.

8.3 If you already have an active DStv Stream subscription directly through MultiChoice, and subsequently subscribe to DStv Stream again through MT with different email address, or vice versa, MT shall not be liable in the event you are concurrently charged fees for the same Service by both MultiChoice and MT due to the separate accounts and subscriptions. It shall be your sole obligation and responsibility to properly cancel any previous or redundant subscription to avoid duplicated billing events.

8.4 Non-payment of MT bills which include DStv Stream charges may result in suspension or termination of DStv Stream access.

8.5 MT reserves the right to change and amend, at any time, the subscription plans and the applicable Charges for the Service. Such amendments shall be effective upon posting thereof on MT's website or on such date as may be otherwise or communicated to the subscribers. Your continued use of the Service shall be deemed to be your conclusive acceptance of such amendments.

9 PROHIBITED USE

9.1 The DStv Stream service, including all content, technology, software, trademarks, logos, and copyrighted materials, are the intellectual property of MultiChoice. You shall not reproduce, duplicate, copy, sell, resell, distribute, broadcast or exploit the Service or any portion thereof including the Content for any commercial purpose.

9.2 You shall not: (i) copy, distribute, display, view, show or broadcast any content under the DStv Stream Service in any business premises (including, without limitation hotels, pubs, public establishment or similar premises) or publicly display any Content under the DStv Stream; (ii) interfere with security or access control measures; (iii) reverse engineer, decompile or disassemble software; (iv) engage in the unauthorized downloading or streaming of copyrighted Content; (v) remove proprietary notices from the Service or Content; or (vi) resell access to the Service.

9.3 You hereby agree to indemnify and hold MT, its subsidiary, directors and employees harmless from and against all damages, liabilities, costs, expenses, claims, suits and proceedings (including reasonable attorney's fee) that may be suffered by MultiChoice as a consequence of violation of my.t DStv Steam Terms including infringement of intellectual property rights by you.

10 TERMINATION

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10.1 MT may suspend (indefinitely or for such period as MT may consider appropriate) or terminate the provision of the Service to you by written notice to you in the event:

(i) MT is permanently unable to provide the DStv Stream Service or any material part of it to you;

(ii) MultiChoice ceases, suspends or terminates the DStv Stream service, in part or in full, with MT;

(iii) MultiChoice no longer holds the rights to transmit Contents including football matches in the territory of Mauritius;

(iv) It is not in the interest of the customers, or it is deemed by MT that it is not in MT's interest, for MT to continue providing the Service to you for any reason(s) whatsoever;

(v) You have, or MT has reason to believe that you have, committed a breach of any of the provisions of these my.t DStv Steam Terms, the DStv Agreement, or your my.t home terms and conditions with MT;

(vi) You have, or MT has reason to believe that you have, misused, or are likely to misuse the MT Service and/or the DStv Stream Service (including any unauthorized use or for any criminal or illegal purpose);

(vii) MT is required to do so in order to comply with any applicable law or any direction, order or requirement of any regulatory authority or law enforcement body; or

(viii) You have, in MT's sole opinion, perpetrated a fraud on MT, or have acted in a manner which may result to a perpetration of such fraud.

10.2 Notwithstanding anything to the contrary contained herein, MT reserves the right to immediately terminate DStv Stream Services or upon request of MultiChoice, restrict your use of your account at any time, without liability, if you have breached my.t DStv Stream Terms or the terms under the DStv Agreement, violated any law, rule, or regulation, engaged in other inappropriate conduct, or for any reasons whatsoever.

10.3 You shall not be entitled to any payment, compensation or damages from MT in relation to the termination of the provision of the Service to you. The termination of the provision of the Services to you shall not release you from any liability which had already accrued at the time of the termination.

11 LIMITATION OF LIABILITY

11.1 MT shall not be liable in any way to you for any and all losses, liabilities, costs, damages, claims expenses or compensations (including any refunds) whatsoever (whether direct, indirect or consequential (including damages arising from cyber-attacks)) in respect of any matter of whatever nature and howsoever arising (whether in contract, tort, negligence or otherwise), in connection with:

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11.1.1 Possible unavailability of certain live content, including sporting events, due to blackouts, or device-specific restrictions set by sports leagues and other parties that control content rights;

11.1.2 any delay, failure, act or default in relation to the provisioning of DStv content and/or any event via streaming, caused by events outside MT's reasonable control. Matters outside MT reasonable control include (but are not limited to) severe weather conditions, pandemic, undersea fibre cuts, virus attack, civil disorder, terrorist activity, war and government action;

11.1.3 errors, viruses or bugs present in or arising from your use of the Service;

11.1.4 incompatibility of the DStv Stream Service with any other software or hardware;

11.1.5 any such acts, errors or omissions owing to the subscriber failing to follow any such instructions provided by MT and/or the subscriber not disclosing true, accurate and complete information upon request; and

11.1.6 any third-party advertisements or any third-party material available on the DStv Stream service.

11.2 To the extent permitted by applicable law, MT does not represent or provide any warranty that:

11.2.1 the Service will meet your requirements; and/or

11.2.2 Your access to or use of the Service will be uninterrupted, timely, secure or error-free.

11.3 You acknowledge and understand that the DStv Stream service is an over-the-top (OTT) streaming platform, and that MT has no editorial control or influence over the Content, including advertising materials, delivered through the service. You agree to hold MT harmless for any broadcast, including advertising materials, contained within the DStv Stream service and understand that MT shall not be held liable for any Content that may be deemed inappropriate or offensive by you or any viewer.

12 INDEMNITY

12.1 To the extent permitted by applicable law, you shall indemnify, defend and hold harmless MT, and its shareholders, directors, officers, employees, suppliers, licensors and agents, and any third party content providers, (the "**Indemnified Parties**"), from and against any and all losses, liabilities, costs (including legal costs on a full indemnity basis), damages, claims, expenses, actions and proceedings whatsoever, which may be brought or commenced against any Indemnified Party by any person or which any Indemnified Party may sustain, incur or suffer, as the case may be, arising out of or in connection with or by reason of:

12.1.1 Your use of the DStv Stream Service;

12.1.2 Advertising content delivered via DStv Stream;

12.1.3 Your breach of any provision of my.t DStv Stream Terms and/or the DStv Agreement; and/or

12.1.4 Your violation of any rights of third party,

save where such losses, damages, claims, costs, expenses, actions, claims and proceeding are directly and solely caused by MTs gross negligence or willful misconduct.

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12.2 Your obligations under this Clause shall survive any termination of your relationship with MT or your access to and / or use of the Service.

13 GENERAL PROVISIONS

13.1 **DISCLAIMER.** While MT will make every effort to ensure the DStv Stream Service is available, it takes no responsibility for, and shall not be held liable for technical issues beyond its control including, but not limited to, internet connectivity owing to your premise' layout, device failure or malfunction, MultiChoice's quality of transmission and streaming lag.

13.2 **PROMOTIONAL OFFERS.** MT may at its discretion run promotional offers related to the DStv Stream service by providing special terms and conditions governing such promotions.

Participation in such promotions may be subject to eligibility requirements. MT reserves the right to modify, restrict, or discontinue a promotional offer at any time without notice. Promotions cannot be combined with other offers unless expressly stated.

13.3 **WAIVER.** No failure to exercise or enforce, and no delay on the part of MT in exercising or enforcing its rights under these my.t DStv Steam Terms shall operate as a waiver thereof nor shall such failure or delay in any way prejudice or affect the rights of MT at any time.

13.4 **ASSIGNMENT.** You shall not assign, transfer or encumber any or all of its rights, interest and obligations under the my.t DStv Steam Terms without the prior written consent of MT. You agree that MT may novate, assign and transfer any or all of its rights, interests and obligations under the my.t DStv Steam Terms to any of its subsidiaries at its sole discretion and without any further consent or agreement required from you. Any such novation, assignment or transfer shall take effect upon posting on MT's website or on such date as may be stated.

13.5 **NOTICES AND CORRESPONDENCE.** All notices and communications by MT to you may be sent to you by mailing address, e-mail, SMS or any other means deemed appropriate by MT. Any such notice, demand or communication addressed to you shall be deemed to have been received by you, in the case of dispatch by post, by e-mail, SMS or other instantaneous electronic communications, immediately upon transmission by MT.

All notices and requests from you to MT shall be in writing unless MT specifies to you otherwise. MT shall be entitled to regard as ineffective and invalid any notice or request of yours, the receipt of which has not been confirmed by MT to you.

13.6 **SEVERABILITY.** Any part of any provision of the my.t DStv Steam Terms that is invalid, unenforceable or illegal shall be enforced as nearly as possible in accordance with its terms, but shall otherwise be deemed severed and shall not affect the enforceability of any other part of the terms and conditions, which shall continue to be valid and enforceable to the fullest extent permitted by law.

13.7 **FORCE MAJEURE.** MT shall not be liable to you or be deemed to be in breach of the my.t DStv Stream Terms by reason of any delay in performing, or any failure to perform, any of its obligations, if the delay or failure was due to a Force Majeure Event. A "Force Majeure Event" means any event or circumstance (including any network failure or system

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downtime in respect of the Service) the occurrence and the effect of which MT is unable to prevent and avoid notwithstanding the exercise of reasonable foresight, diligence and care on the part of MT.

13.8 **GOVERNING LAW.** These Terms and conditions herein shall be governed by and construed in accordance with the laws of the Republic of Mauritius

13.9 **CONTACT.** For customer support queries relating to DStv Stream service please contact MT on its hotline or visit any shop.

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