



### Acceptance

- A. Cellplus Mobile Communication Ltd, ["Cellplus"] has partnered with MultiChoice Africa Holdings B.V. ["MultiChoice"] to provide the DStv Stream Mobile service ["DStv Stream Mobile" or "Service"] over the internet to its my.t mobile postpay and prepay customers ["my.t mobile customer", "You" or "Your"].
- B. The DStv Stream Mobile is a paid subscription video on demand service that allows you to access and watch live sports and other content that DStv Stream makes available on mobile devices, hereinafter referred to as "Mobile Device", such as smartphones, tablets capable of connecting to the Internet.
- C. By signing up for DStv Stream Mobile, you agree to be bound by my.t mobile [prepay and postpay] General terms and conditions ["my.t mobile General Terms"] available on my.t website which you acknowledge to have read and understand.
- D. By subscribing for DStv Stream Mobile via my.t mobile[prepay and postpay], you hereby acknowledge and agree to be also bound by the Terms and Conditions for access and use of DStv and MultiChoice's Privacy Policy [together referred to as "DStv Agreement"]. You further understand that any personal information that the Service Provider may collect and process under your subscription to and use of the DStv Stream Mobile will be done in accordance with MultiChoice's Privacy Policy.
- E. In the event of any conflict between the terms defined herein and my.t mobile General Terms, these terms shall prevail.
- F. Cellplus reserves the right to stop, suspend, amend, or otherwise alter any offer, the applicable charges and any benefits derived through it, as well as these terms and conditions, in accordance with applicable laws. Unless otherwise stated, this will not affect the rest of you agreement with Cellplus.

### Subscription

1. This Service enables my.t mobile customer to watch DStv Stream on their Mobile Device.

### For Prepay

2. For prepay my.t mobile customers, You will have to purchase a DStv Stream Mobile voucher ["Voucher"], which is valid for one [1] month from the date of activation. Upon expiration, You will have to purchase another Voucher.
3. To avail the Voucher, you shall confirm your subscription to the DStv Stream Mobile Service via text message on 8684. Cellplus shall not be liable for any undelivered message and / or any unauthorised use of your mobile device.



4. Upon confirmation, the prevailing charges on the Service will be deducted from your airtime or any other available payment methods such as telecom app, my.t money, credit card and e – voucher.
5. You will need to activate the service by completing the activation process by following the instructions provided.
6. The Subscription Fee excludes any charges for mobile data packages.

### **For Postpay**

7. You may subscribe to DStv Stream Mobile through one of the following methods: [a] the my.t mu platform; [b] the telecom app; [c] email; [d] calling on 8900 or [e] visiting your nearest Telecom Shop and completing the required formalities.
8. For my.t mobile postpay customers, you will be billed the subscription fee for DStv Stream Mobile ["Subscription Fee"] by Cellplus in accordance to the my.t mobile General Terms.
9. The subscription is subject to a minimum term of one [1] months, which shall be automatically renew monthly unless cancelled.
10. An equivalent monthly subscription fee will be applicable upon cancellation of the subscription before the end of the minimum term.
11. Subscription expires on the date the service is cancelled and you shall be billed for the entire month during which the cancellation occurs.

### **Personal and Non – commercial Use**

12. You acknowledge and agree that the Service and all content accessed through the Service are provided solely for your personal, non – commercial use. You shall not share, distribute, transmit, or otherwise make available any content or portion of the Service to any third parties, whether for commercial gain or otherwise, without the express written consent of the Service Provider.
13. You may access the DStv Stream Mobile content only within the Republic of Mauritius.

### **Eligibility**

14. You shall be 18 years of age or older to register for DStv Stream Mobile Service.
15. You shall be a subscriber of either my.t mobile prepay or postpay service.
16. You shall have either a my.t mobile data package or access to the Internet.



### Activation

17. You shall comply with any activation procedures that Cellplus may from time to time prescribe in order for you to register, access and use the DStv Stream Mobile via my.t mobile.
18. You understand and agree that you are solely responsible for activating DStv Stream Mobile by following the instructions provided. You shall promptly activate the service upon receipt of the activation link from Cellplus and to inform Cellplus, within 7 days of any problem related to the activation of DStv Stream Service and / or any issues encountered with the activation link. In case you fail to notify Cellplus of the issues within the prescribed time limit, Cellplus shall not be held liable for any delay or unavailability of service, loss of any kind suffered, or damage whatsoever caused to you as a result thereof.
19. Your username is your mobile number and / or email address. You can use your login with your credentials on a maximum of 1 device, but you can view DStv Stream on only one device at a time.

### DStv Stream Account

20. You will need to download the DStv Stream Mobile Application from Google Play Store / AppStore / Huawei App Gallery / Huawei Petal Search on your compatible mobile devices.
21. You shall use your mobile number to gain access to DStv Stream Mobile.
22. You shall, always, be solely responsible to keep your login credential and / or password confidential and shall not disclose to any person your password or authorise any person to use your login credentials and / or passwords for any purpose whatsoever.
23. Cellplus shall not be responsible for your login credentials to DStv Stream Mobile. In case you have forgotten your login credentials, you shall have to retrieve same from DStv Stream's website.

### Access to DStv Stream content

24. Access to DStv Stream Mobile is subject to the following:
  - (a) only one [1] device can be registered.
  - (b) only one [1] concurrent stream can be viewed.
25. It shall be your sole responsibility to ensure that you have sufficient credit on your mobile to access the Internet to view DStv Stream.



26. Your viewing experience of DStv Stream is subject, without limitation, to:-

- (a) your mobile data package connection;
- (b) the content you have selected;
- (c) the type of devices that you use to access the content; and
- (d) software installed in your devices;

### **Data**

27. We are not responsible for any internet access charges and data usage charges and these charges shall be paid by the owner of the Mobile Device.

28. Streaming or downloading of the DStv Stream content will deplete the data from the internet connectivity that is being used to access the service. Data will be charged at the standard data rates as per your subscribed data plan.

29. Cellplus makes no warranties or representations about the quality of your viewing experience, or the time it takes to stream or download Content, or other data that will be required to stream or download Content or to use the DStv Stream Service.

30. Cellplus is not responsible for potential content quality shortcomings or Content unavailability with respect to DStv Stream Subscription.

31. DStv Stream software is developed by, or for, DStv Stream and may solely be used for authorised streaming, and to access DStv Stream content through Mobile Devices. You acknowledge that the use of the Service may require third – party software that is subject to third – party licenses. You agree that you may automatically receive updated versions of DStv Stream software and related third party software.

### **Changes to Subscription Fee**

32. Cellplus reserves the right to vary the Subscription Fee. Cellplus will give you at least 30 days prior notice of any change to the monthly Subscription Fee.

### **Prohibitions**

33. You must not, directly, or indirectly, do any of the following things or allow anybody else to do so:

- (a) perform any action that violates any of these terms and conditions, or any guidelines or policies posted by us.



- (b) display, distribute, communicate, transmit or broadcast the DStv Stream Service or the Content to the public.
- (c) perform any action which is illegal, fraudulent, violates or infringes any Intellectual Property Rights.
- (d) introduce any “viruses”, “trojan horses”, computer code, malware, instructions, devices or other materials that are designed to disrupt, disable, harm or otherwise impede in any manner the operation of any Access Device, Technology, services, data, storage, media, programs, or communications, or otherwise interfere with operations thereof [“Destructive Code”] into the Content or the Technology used by DStv Stream App.
- (e) Attempt to discover or reverse engineer the source code and other materials forming part of the Technology used to provide the DStv Stream Service, or the Content, or the DStv Stream App.
- (f) Attempt to use the “screen mirroring” function on your mobile device or a “screen mirroring app” or allow “screen casting” or any other techniques, for sharing of content from your mobile device to your TV or another device, by using cable or wirelessly.

### **Mobile Number**

34. If you change, loss or terminate your mobile number and / or your mobile number has been suspended for any reason whatsoever, the Service will be automatically and immediately terminated and any remaining period of the DStv Stream subscription [if any] will also be terminated without further notice and liability.

### **Vouchers and Promotions**

35. The service provider may, in its sole discretion, offer vouchers through Cellplus [“promotional or voucher partners”], to selected my.t mobile customers which enable the selected customers to access the DStv Stream Service at a discounted rate subject to our terms and conditions and that of our promotional or voucher partners [as the case may be]. Should this be applicable to you, please take note of these additional terms and conditions of the promotional and voucher partners. The terms and conditions relating to such vouchers and DStv Stream will be disclosed on the DStv Stream Website or in other communications made available to you.
36. Should you subscribe to DStv Stream with a voucher at any time and should the period of use therein expire, you will thereafter be billed by these terms and conditions with the payment details you provided us.



37. Cellplus may also introduce service different subscription plans or options, including special promotional plans with different conditions and limitations. Any materially different terms from those described in these DStv Stream Terms will be disclosed on the DStv Stream Website or in other communications made available to you.

### **Disclaimer and exclusion of warranties**

38. DStv Stream Mobile is provided on an “as is” basis and without any representation or warranty whatsoever, whether express, implied, or statutory [including any implied warranties of reliability, fitness for any particular purpose, or exclusion of errors or inaccuracies].

39. Cellplus makes no representations and give no warranties that the DStv Stream Mobile will be tailored to meet your personal requirements or expectations, be always available and accessible, be uninterrupted, error – free, secure, or free from destructive code.

### **Indemnity**

40. As far as the law allows, you hereby irrevocably indemnify Cellplus and agree to hold Cellplus, out affiliates, directors, employees and our suppliers harmless against any loss, liability, costs, and damages which you may suffer as a result of:

- (a) you infringing or misusing any person’s rights, including Intellectual Property Rights in relation to the DStv Stream Service and DStv Stream App and DStv Stream;
- (b) your performing prohibited acts as per clause 34;
- (c) you failing to comply with these General Terms and Conditions for DStv Stream and DStv Stream Terms of use [[link](#)]; and / or
- (d) any deliberate or unlawful act(s) that you commit or a failure to act.

41. These obligations will survive any termination of your relationship with Cellplus or your use of the Service.

### **Termination**

42. Cellplus may suspend [indefinitely or for such period as Cellplus may consider appropriate] or terminate the provision of the Service to you by written notice to you in the event:

- (a) Cellplus is permanently unable to provide the DStv Stream Service or any material part of it to you;



- (b) Service Provider ceases, suspends or terminates the DStv Stream Service, in part or in full, with MT;
  - (c) Service Provider no longer holds the rights to transmit Contents in the territory of Mauritius;
  - (d) It is not in the interest of the customers, or it is deemed by Cellplus that it is not in Cellplus' interest, for Cellplus to continue providing the Service to you for any reason(s) whatsoever;
  - (e) You have, or Cellplus has no reason to believe that you have, committed a breach of any of the provisions of these DStv Stream Mobile Terms or the DStv Stream Agreement, or your my.t mobile General Terms and Conditions;
  - (f) You have, or Cellplus has reason to believe that you have, misused, or are likely to misuse the Cellplus' Service and / or the DStv Stream Service [including any unauthorised use or for any criminal or illegal purpose];
  - (g) Cellplus 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
  - (h) You have, in Cellplus' sole opinion, perpetrated a fraud on Cellplus, or have acted in a manner which may result to a perpetration of such fraud.
43. Notwithstanding anything to the contrary contained herein, Cellplus reserves the right to immediately terminate DStv Service or upon request of the Service Provider, restrict your use of your account at any time, without liability, if you have breached the Terms herein or the terms under the DStv Stream Agreement, violated any law, rule, or regulation, engaged in other inappropriate conduct, or for any reasons whatsoever.
44. You shall not be entitled to any payment, compensation or damages from Cellplus 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.

### **Limitation of Liability**



45. Except in the case of its negligence, Cellplus, its parent company, its shareholders, directors, employees and agents exclude responsibility and all liabilities arising from:
- (a) possible unavailability of certain content due to blackouts, or device – specific restrictions set by parties that control content rights;
  - (b) any delay, failure, act, or default in relation to the provisioning of DStv Stream content and / or any event via streaming, causing by events outside Cellplus’ reasonable control. Matters outside Cellplus reasonable control include [but not limited to] severe weather conditions, pandemics, undersea fibre cuts, virus attack, civil disorder, terrorist activity, war, and government action;
  - (c) errors, viruses, or bugs present in or arising from your use of Service;
  - (d) incompatibility of the DStv Stream Service with any other software or hardware;
  - (e) any such acts, errors, or omissions owing to the Subscriber failing to follow any such instructions provided by Cellplus and / or the Subscriber not disclosing true, accurate and complete information upon request; and
  - (f) any third – party advertisements or any third – party material available on the DStv Stream.

### **General**

46. You agree and understand that the content under DStv Stream, are not owned by Cellplus and are subject to broadcast rights of content owners, editors, producers, and distributors, as such nothing in these terms shall be construed as imposing on Cellplus the obligation of providing an uninterrupted, continuous, and regular service.
47. Streaming DStv Stream content is similar to using any other apps on your Mobile Device [e.g., YouTube] and it accounts in the usage of your data pack / allowance.
48. While Cellplus will make every effort to ensure 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, mobile data connectivity, device failure or malfunction, DStv Stream quality of transmission and streaming lag.
49. For customer support queries relating to billing or payment of the DStv Stream service please contact Cellplus on its hotline / via shop.
50. Any changes to the DStv Stream service such as device restrictions or service changes shall be communicated to you via the email address / mobile number provided at the time of Subscription by DStv Stream.

# DStv Stream Mobile

## Terms and Conditions



51. Any notices such as subscription expiry or any other notices related to your subscription shall be communicated to you via the email address provided at the time of Subscription by my.t mobile service.
52. Cellplus reserves the rights to suspend account upon non – renewal or non – payment of DStv Stream monthly subscription.
53. You cannot use the DStv Stream Service when you are roaming.
54. In the event you, either in writing or by any other communication means, mandate another person to act on your behalf regarding the subscription to the service or any other acts pertaining to the service, you hereby agree to disclaim and hold harmless Cellplus, its directors, employees, agents and technician from any claims whatsoever you may have for all acts, omissions and any representation made thereof by such person when acting on your behalf.
55. These general terms and conditions shall be governed by and construed in accordance with the laws of Mauritius.