

# SHOWMAX TERMS AND CONDITIONS

## - SOUTH AFRICA and LESOTHO

These Showmax service terms and conditions apply to the use of the Showmax service. Please read these terms and conditions carefully.

### 1. The Showmax Service and your agreement to these Showmax Terms

1. Showmax ("Showmax" or "we" or "us" or "our") provides an on demand streaming service (the "Showmax Service") through which users can stream or temporarily download television shows, movies, video or audio clips and other audio-visual materials ("Content") by using an electronic device which is capable of connecting to the internet, including personal computers, mobile phones, tablets, media players, smart TVs, set top boxes, gaming consoles and other similar devices ("Access Device").
2. The Showmax Service is made available by Showmax on the terms and conditions contained on the website [www.showmax.com](http://www.showmax.com) (these "Showmax Terms"). Please note that the following are hereby incorporated into and form part of these Showmax Terms:
  1. our privacy policy, accessible at <https://www.showmax.com/privacy-policy> ("Privacy Policy");
  2. the general terms of use for the Showmax website which is accessible at [www.showmax.com](http://www.showmax.com) and such other URLs as Showmax may use to provide the Showmax Service (the "Showmax Website"), available at <https://www.showmax.com/website-terms> ("Website Terms of Use"); and
  3. the Showmax Application End User Licence Agreement ("Licence Agreement"), accessible at <https://www.showmax.com/licence-agreement>.
3. By agreeing to these Showmax Terms, you also agree to be bound by the provisions of the Privacy Policy, Website Terms of Use and Licence Agreement, as if they have been included in these Showmax Terms in full.
4. You are not entitled to make any use of the Showmax Service or the Content if you do not agree to these Showmax Terms. If you make any use of the Showmax Service or the Content, this will mean that you agree to these Showmax Terms. If you do not agree to these Showmax Terms, you must immediately stop using the Showmax Service and the Content.

## 2. Changes to the Showmax Terms

1. We may, at any time, change these Showmax Terms.
2. If you are a Subscriber, we will notify you of the changes. We will do this by sending you an email, sms or through a pop-up notice when you access the Showmax Service or the Showmax Website, or through a pop-up notice when you log into the account which we create for you after your register in order to use the Showmax Service ("Showmax Account"), or through the software application developed or made available by us for users to access and receive the Showmax Service ("Showmax App"). A "Subscriber" is a person who has registered to use the Showmax Service through the registration process that Showmax prescribes and your registration has been accepted by Showmax.
3. If you are not a Subscriber, all changes to these Showmax Terms will take effect from the time that we place them on the Showmax Website. You are responsible for reviewing and checking these Showmax Terms (including any changes to the Showmax Terms which we may make) whenever you wish to use the Showmax Service or the Content.
4. If you do not agree with any changes to these Showmax Terms, you must end your use of the Showmax Service in the way set out in clause 14 below.

## 3. Who may use the Showmax Service?

1. You may only use the Showmax Service if you comply with these Showmax Terms and:
  1. you are a Subscriber; or
  2. you are allowed by a Subscriber to access or use the Showmax Service through the Subscriber's Showmax Account (an "Authorised User"). If you are an Authorised User, your rights to use the Showmax Service will end when the Subscriber's rights to use the Showmax Service end or the Subscriber stops allowing you to access or use the Showmax Service through the Subscriber's Showmax Account.
2. The Subscriber must ensure that all Authorised Users that access or use the Showmax Service through the Subscriber's Showmax Account, are aware of these Showmax Terms, agree to these Showmax Terms, and comply with these Showmax Terms.
3. All acts and omissions of Authorised Users shall be treated as, and also be deemed to be (i) the acts and omissions of the Subscriber whose Showmax Account they use to access or use the Showmax Service; and (ii) the acts and omissions of the other Authorised Users of that Showmax Account. All acts and omissions of a Subscriber shall be treated as, and also be deemed to be, the acts and omissions of the Authorised Users that access or use the Showmax Service through the Subscriber's Showmax Account. An act or omission includes any breach of these Showmax Terms.

4. You must be 18 years of age or older to register for the Showmax Service and you must not attempt to register for the Showmax Service if you are not 18 years of age or older.
5. If the Authorised User is younger than 18 years of age, than the Authorised User must have the permission of her / his parent or legal guardian to use the Showmax Service and to agree to these Showmax Terms and must only use the Showmax Service under the supervision of the Subscriber or another Authorised User that is 18 years of age or older.
6. We reserve the right to refuse to let you register or use the Showmax Service at our sole discretion. We may do this even if you complete the registration process and agree to these Showmax Terms.
7. We are in no way obliged to give reasons if we do not let you register or use the Showmax Service.

#### 4. Your information and details

1. All information supplied to us must be truthful, accurate and complete. This also includes the information that we request you to provide in the registration process and at any time after that.
2. You must notify us if the information you supplied to us changes or if details we have for you change, or if they are incorrect or incomplete. If you do not update us, we will continue to use and rely on the most recent details which you have provided to us.
3. A Subscriber will be able to edit the Subscriber's own details by logging into the Subscriber's Showmax Account through the Showmax Service or by updating the Subscriber's details by contacting our support agents via email at support@showmax.com. We will send the Subscriber an email or a sms confirming any updates or changes which the Subscriber makes to the Subscriber's details.
4. Please also read the Privacy Policy for more information on how we use your information and your rights and responsibilities.

#### 5. Keep your Showmax Account, Payment Details, password and user credentials secure and secret

If you are a Subscriber:

1. After you complete the registration process, we will create your Showmax Account. You will need to use your email address, cell phone number and password in order to access your Showmax Account and to use the Showmax Service, or such other user credentials as we may permit from time to time (for example, the log-in details for social media accounts that we may accept from time to time).
2. You are responsible for all use of your Showmax Account and your password and any of your other user credentials (for example, the log-in details for social media accounts that you use to access the Showmax Service).

3. Whenever a person uses the Showmax Service, or performs any other act, with your password or through your Showmax Account or through the use of your user credentials, we will treat this as if it was done by yourself and with your approval.
4. You must take all reasonable and appropriate measures not to share, display in public, or make your password, or your user credentials, or your payment details or payment information (for example, details of your bank account or credit card or other payment method) available to any person who is not authorised to have them. You accept that we cannot protect you if you do not do this.
5. You must notify us immediately by sending us an email at support@showmax.com if you suspect that another person has obtained unauthorised access to your Showmax Account, or password, or your user credentials, or your payment information or payment details. You must also notify us immediately by sending us an email at support@showmax.com if you are aware of any unauthorised use of your Showmax Account, or password or your user credentials, or your payment information or payment details. You will be responsible for changing your privacy settings on your Showmax Account, your password, your user credentials, and your and payment details as soon as you become aware of any unauthorised access or use.
6. We will not be responsible for any loss or damage you may suffer if any other person uses your password, or your user credentials, or your payment information or payment details without your approval or consent.

## 6. Access Devices and other equipment and facilities

1. You are only entitled to make lawful use of the Showmax Service and stream or download the Content through the methods permitted and intended by us, which may include through the use of the Showmax Website, or through the use of the Showmax App on a registered Access Device.
2. A Showmax Standard Subscriber may register up to 5 Access Devices to a Showmax Account at a time. A Showmax Mobile Subscriber may register 1 Access Device to a Showmax Account at a time. We may change this limitation from time to time. A Subscriber will be able to remove Access Devices from a Showmax Account, which you no longer use or in order to register other Access Devices. We may place a limitation on the number of times that you can register or remove a particular Access Device on your Showmax Account during a calendar year. We may change this limitation from time to time.
3. Showmax may offer different subscription plans as part of the Showmax Service. Each type of subscription plan will have restrictions on the number of concurrent streams of Content to an Access Device registered to a Showmax Account of a Subscriber to that subscription plan. These restrictions are determined by Showmax and details can be obtained from Showmax prior to subscribing to a subscription plan. The number of concurrent streams of Content that are allowed to an Access Device registered to your Showmax Account at any time, will depend on the particular type of subscription plan that you subscribe to. You must not exceed the

number of concurrent streams of Content to an Access Device registered to your Showmax Account that apply to the particular subscription you have subscribed to.

Showmax subscription plans are as follows (hereinafter called as "Showmax Subscription Plans"):

The standard Showmax subscription plan properties are as follows: general entertainment only content offering; available on various devices; offers two simultaneous viewing streams; enabled for 5 registered devices; HD quality stream.

Showmax Pro subscription plan properties are as follows: selected sports, news & entertainment content offering; available on various devices; offers two simultaneous viewing streams; enabled for 5 registered devices; HD quality stream.

Showmax Mobile subscription plan properties are as follows: general entertainment only content offering; available only on smartphones and tablets; offers only one viewing stream; enabled for one registered device; SD quality stream.

Showmax Pro Mobile subscription plan properties are as follows: selected sports, news & entertainment content offering; available only on smartphones and tablets; offers only one viewing stream; enabled for one registered device; SD quality stream.

4. In order to access and use the Showmax Service, your Access Devices must meet the minimum technical specifications as set out on the Showmax Website at <https://www.showmax.com/help> . We will in no way be responsible for your inability to access the Showmax Service and Content due to limitations specific to your Access Devices.
5. You, at your own cost, are responsible for obtaining and maintaining the Access Devices, adequate and reliable internet access, and all information technology and telecommunication facilities, equipment, services, products, software, systems, materials, applications, platforms, and the like, ("Technology") needed to access the internet or to use the Showmax Service.
6. If an Access Device does not belong to you, you confirm and promise that you have obtained permission from the owner of the Access Device to download or stream the Content onto the relevant Access Device and to use the Access Device to receive and access the Showmax Service.
7. We are not responsible for any internet access charges, service provider charges and data usage charges. These charges must be paid by you or the owner of the Access Device.
8. The quality of the Showmax Service and the Content, and your ability to use the Showmax Service and to stream or download the Content, including the time it takes to stream or download Content and associated costs, may be affected by various factors, such as your location, the bandwidth available, your Access Devices and their functionality or capabilities, the speed of your internet connection, the services provided by your service providers, and the communications facilities being used by you.
9. We make no warranties or representations about the quality of your viewing experience, or the time it takes to stream or download Content, or the bandwidth or

other data that will be required to stream or download Content or to use the Showmax Service.

10. If you are a subscriber of any above mentioned Showmax Subscription Plan and its Content, and your ability to use the respective Showmax Subscription Plan and to stream the Content, including the time it takes to stream the Content and associated costs, may be affected by various factors including the services provided by Showmax. We are not responsible for potential Content quality shortcomings or Content unavailability with respect to Showmax Subscription Plan.

## 7. Permitted use and what you are not allowed to do

1. The Showmax Service may only be used by you in a lawful manner in the way that we specifically intended and for your personal and non-commercial purposes (the "Permitted Use").
2. You must not, directly or indirectly, do any of the following things or allow anybody else to do so:
  1. perform any action that violates any of these Showmax Terms or any guidelines or policies posted by us;
  2. display, distribute, communicate, transmit, publish or broadcast the Showmax Service or the Content to the public;
  3. perform any action which is illegal, fraudulent or violates or infringes any Intellectual Property Rights listed in clause 15 below;
  4. use any, and all Technology or other means to access, index, frame or link to the Showmax Service (including the Content) in a way that is not expressly authorised by us;
  5. use Technology or other means to remove, disable, bypass, or circumvent any Content protection or access control mechanisms, including those intended to prevent the unauthorised download, streaming, capture, linking, framing, reproduction, access to, use or distribution of the Content or the Showmax Service;
  6. use Technology or other means to remove, disable, bypass, or circumvent any protection mechanisms or other Technology or identifying information contained on an Access Device;
  7. use any Access Devices which have been "jailbroken" or "rooted";
  8. access the Showmax Service (including the Content) through any automated means, including through the use of "robots," "spiders," or "offline readers" (other than by individually performed searches on publicly accessible search engines for the sole purpose of, and solely to the extent necessary for, creating publicly available search indices - but not caches or archives - of the Showmax Service or the Content and excluding those search engines or indices that host, promote, or link primarily to infringing or unauthorised content);

9. 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, equipment or communications, or otherwise interfere with operations thereof ("Destructive Code") into the Content or the Technology used by Showmax or any other person, including in the Showmax Website, the Showmax App or the Showmax Service;
  10. damage, disable, overburden, impair, or gain unauthorised access to the Content, the Showmax Service, the Showmax Website, Technology used by Showmax or other persons, or the Showmax Accounts of Subscribers or other users;
  11. remove, modify, disable, block, obscure or otherwise impair any advertising displayed on, or used in connection with, the Showmax Service (including the Content), the Showmax Website, or the Showmax App;
  12. use the Showmax Service to advertise or promote products or services that are not expressly approved in advance in writing by us;
  13. collect or process information in violation of our Privacy Policy;
  14. encourage conduct that would constitute a criminal offense or give rise to civil liability;
  15. interfere with any other person's lawful and authorised use and enjoyment of the Showmax Service, the Showmax Website, or the Showmax App;
  16. attempt to discover or reverse engineer the source code and other materials forming part of the Technology used to provide the Showmax Service, or the Content, or the Showmax Website, or the Showmax App; and
  17. receive or charge money, favours or other consideration for allowing any other person to use or access the Showmax Service, the Content or your Showmax Account (all of the above are called "Prohibited Acts").
3. These Showmax Terms and any restrictions on the use of the Showmax Service will also apply to any part of the Showmax Website and Content which is cached when using the Showmax Service or the Showmax Website.
  4. We may use Technology and other means to monitor that you are complying with these Showmax Terms.

## 8. Content restrictions, changes to Content and the Showmax Service

1. It is your responsibility to satisfy your watching preferences, make sure prior to accessing the Content, that the Content meets your individual requirements.
2. Unless otherwise expressly stated in these Showmax Terms, the Content is not intended to, and does not, constitute advice or a recommendation of any nature at all in respect of, but not limited to, any entity, institution, investment, service or product.

3. We may continuously update the Showmax Service, including the Content. We reserve the right to make changes from time to time in how we offer, provide and operate the Showmax Service and Content.
4. We may, at our sole discretion:
  1. select and determine the Content that will be available for streaming or download, or as part of the Showmax Service;
  2. change, remove and update the Content that will be available for streaming or download, or as part of the Showmax Service, from time to time;
  3. restrict access to Content to particular Subscribers or Authorised Users or choose whether to make available certain Content to any particular Subscriber or Authorised User at any particular time;
  4. limit the number of programmes or temporary downloads of any part of the Content that can be made by you or through a Showmax Account at any time;
  5. limit the number of temporary downloads of a particular programme or part of the Content you may make or initiate, or which may be made or initiated through a Showmax Account;
  6. limit the amount of times you can attempt to download a particular programme or part of the Content, where the downloading of the programme or part of the Content fails to complete because of poor internet connection or other technical problem;
  7. make different Content available to different Subscribers or Authorised Users in different geographical locations;
  8. implement Technologies and measures and take steps to remove and delete Content and downloads of Content from any Access Devices and render such Content and downloads unviewable; and
  9. implement Technologies and measures to encrypt and decrypt the Content and to protect the Content from unauthorised use and to control access to the Content.
5. The Content that may be available to view will vary across geographic locations and we reserve the right to limit certain Content to certain geographic locations.
6. You must not attempt to access restricted Content.
7. We reserve the right to implement Technologies, including geo-blocking technology. This includes any Technology that is able to limit, restrict or block any access and/or use by a person of any Content, product or service based on the geographical location of that person, and other measures in order to verify your geographic location and monitor that you are not accessing restricted Content from restricted geographic locations.



## 9. Showmax Kids Program, Parental Control and supervision of users

1. The Showmax Kids Program is the part of Showmax Service dedicated to Content for children aged between 2-17 years.
2. The Subscriber can create a Kids sub-profile and set parental controls mechanism as outlined in Art. 9.4. By creating any Kids sub-profile the Subscriber confirms that he/she is the parent or a legal guardian of a child under the age of 16, that is intended to be the user of the Kids sub-profile. Creation of The Kids sub-profile is subject to consent of the parent or a legal guardian.
3. It is your responsibility to manage access to Your Showmax Account. You must take all reasonable steps to prevent the viewing of Content by people below the prescribed age restriction specified by us or by any applicable regulatory authority. You must also ensure that parental guidance restrictions and requirements are adhered to. You may limit the age restriction level of Content viewable by other users with our parental control feature.
4. Parental control features available within the "Showmax Kids Mode" contains measures as follows:
  1. Parents can set up age-based sub profiles for children of the following ages 2-4, 5-6, 7-9, 10-12 and 13-17. Only age appropriate Content will be visible to users within the age ranges of the profiles plus Content that belongs to a lower age classification.
  2. In addition:
    - when a platform wide parental PIN code is set up at any of the following values: 7+, 13+ and 16+ all Content that is rated at or above the parental PIN code is restricted for the first playback or download unless the PIN code is entered,
    - In the preceding 5 minutes, after the PIN has been input, the PIN shall not be required again, and any content is freely accessible. It remains the responsibility of the Subscriber to ensure that no minors watch Content that is unsuitable (even in the event a Parental PIN code has been set).
    - When switching between your sub profiles or after signing out, playback and downloads shall require the PIN code once more.
  3. All changes relating to Profile editing/creation and PIN editing/creation are emailed/messaged to the Subscriber.
  4. In certain cases a PIN code protection can be removed without the manual entry of the account associated password. Such a case may occur if the Platform is not being used in a way it is designed for a user of a Kids subprofile of the respective age. Showmax shall not be liable for any such act by Subscriber or an Authorised User.

5. You must supervise all use of the Showmax Service through your Showmax Account, and every person using the Access Devices registered to your Showmax Account. You must also ensure that all persons that use the Showmax Service through your Showmax Account, and every person using the Access Devices registered to your Showmax Account, complies with these Showmax Terms and does not engage in any Prohibited Acts.
6. Certain Content may be subject to age restrictions, contain strong language, contain explicit visuals or other material which may offend sensitive viewers or be inappropriate for younger viewers or certain categories of viewers. We will attempt to provide appropriate audience guidelines relating to the Content. It is, however, your responsibility to heed those warnings and to act responsibly.

## 10. Subscription period

1. A Showmax Service Subscription will commence when the Subscriber registers to use the Showmax Service, set at least one payment instrument (e.g. credit card, voucher or agreement with telecommunications operator) and we accept the registration. The subscription and this agreement will continue thereafter on a month-to-month basis until it is ended by the Subscriber or us in one of the ways set out in these Showmax Terms.
2. Free trial terms and conditions
  1. We may sometimes allow the Subscriber to end the subscription to use the Showmax Service within a period of 14 days after the Subscriber registers (or such other period we may specify upon registration) and we will not charge the Subscriber for use of the Showmax Service during this time ("Free Trial"). If we give a Subscriber a Free Trial and the Subscriber does not cancel the subscription before the end of the Free Trial period, the Subscriber will be required to pay the Monthly Fee and the subscription will continue on a month-to-month basis until we or the Subscriber end this agreement in the way set out in clause 14 (see clause 11 for more information on the Monthly Fee).
  2. Free Trials are strictly reserved for first-time Subscribers. You will not qualify for a Free Trial if your payment details have been used to pay for a subscription on another Showmax Account or if you have registered before.
  3. We reserve the right, at our sole discretion, to determine whether you are entitled to a Free Trial.
  4. If the Subscriber cancels the subscription before the end of the Free Trial, you will continue to have access to the Showmax Service for the remainder of the Free Trial period.
  5. We reserve the right, at our discretion, to determine Showmax Service subscription plans that are subject to Free Trial.

## 11. Payment and Billing

### 1. **Monthly subscription fees**

1. A Subscriber must pay the monthly subscription fee that we set from time to time and all taxes that we are required to charge on this fee (the "Monthly Fee").
2. The Monthly Fee excludes any internet, data, service provider or Access Device costs, which shall be for your own account.
3. The Monthly Fee must be paid by the Subscriber each month in advance and for every month in which the Subscriber remains registered to use the Showmax Service (each such month is referred to as a "Subscription Period"). For this purpose, the monthly periods shall be calculated from the date on which the Subscriber registers for the Showmax Service until the corresponding date in the following month (eg. if you registered on 15 March, the first monthly period will continue until 15 April, and the next monthly period will continue until 15 May and so forth). However, if the Subscriber was given the Free Trial, the monthly period will be calculated from the day after the Free Trial expires and continue until the corresponding day in the following month (notwithstanding that your subscription started at the beginning of the Free Trial period).
4. We will bill the Subscriber on or within a reasonable period after the monthly calendar day corresponding to the day that the Subscriber registered to access the Showmax Service ("Monthly Billing Date") (eg. if the Subscriber registered on 15 March, the Subscriber's first Monthly Fee will be billed on or after 15 March, and each subsequent Monthly Fee will be billed on the 15th day of each month thereafter). However, if the Subscriber was given the Free Trial, the Monthly Billing Date will be calculated from the day after the Free Trial expires (eg. if the Free Trial ended on 15 March, the first Monthly Billing Date will be 16 March and the 16th day of each month after that).
5. The Subscriber must pay the Monthly Fee on each Monthly Billing Date.
6. If you are a subscriber of the standard Showmax plan, Showmax Pro or Showmax Pro Mobile plan and you want to switch to Showmax Mobile, you are entitled to proceed to switch to the Showmax Mobile plan on a date following the last day of the current prepaid subscription of your standard Showmax plan.
7. If you are a subscriber of the Showmax Pro or Showmax Pro Mobile plan and you want to switch to the standard Showmax plan, you are entitled to proceed to switch to the standard Showmax plan on a date following the last day of the current prepaid subscription of your Showmax Pro or Showmax Pro Mobile plan.
8. If you are a subscriber of the Showmax Pro plan and you want to switch to Showmax Pro Mobile, you are entitled to proceed to switch to the Showmax Pro Mobile plan on a date following the last day of the current prepaid subscription of your Showmax Pro plan.
9. If you are a subscriber of the Showmax Mobile plan and you want to switch to the standard Showmax plan, Showmax Pro or Showmax Pro Mobile, you are entitled to proceed to switch to the respective Showmax plan immediately. If you prepaid for

- your Showmax Mobile plan, we evaluate the remaining number of prepaid days to Showmax credits. Showmax credits will remain active on your Showmax Account, in case you decide to use Showmax Mobile plan again we will automatically grant you access to the Showmax Mobile plan for the number of days corresponding to the number of remaining Showmax credits.
10. If you are a subscriber of the standard Showmax plan and you want to switch to the Showmax Pro or Showmax Pro Mobile plan, you are entitled to proceed to switch to the respective Showmax plan immediately. If you prepaid for your standard Showmax plan, we evaluate the remaining number of prepaid days to Showmax credits. Showmax credits will remain active on your Showmax Account, in case you decide to use the standard Showmax plan again we will automatically grant you access to the standard Showmax plan for the number of days corresponding to the number of remaining Showmax credits.
  11. If you are a subscriber of the Showmax Pro Mobile plan and you want to switch to the Showmax Pro plan, you are entitled to proceed to switch to the Showmax Pro plan immediately. If you prepaid for your Showmax Pro Mobile plan, we evaluate the remaining number of prepaid days to Showmax credits. Showmax credits will remain active on your Showmax Account, in case you decide to use the Showmax Pro Mobile plan again we will automatically grant you access to the Showmax Pro Mobile plan for the number of days corresponding to the number of remaining Showmax credits.
  12. Showmax may confirm your credit card's online payment enablement via processing a once-off, immediately refunded charge of one unit in your local currency.

## **2. Changes to Monthly Fee**

1. We may increase the Monthly Fees at least once every calendar year by an amount which is not more than 10%. We can increase the fees by more than this amount, but then clause 11.2.3 will apply.
2. We will give the Subscriber at least 30 days prior written notice of any increases to the Monthly Fee.
3. Where the increase in the Monthly Fee is more than 10% and the Subscriber does not agree to the adjusted Monthly Fee, the Subscriber may cancel the subscription in accordance with clause 14.

## **3. Payment Method**

If you are a Subscriber:

1. In order to complete the registration process, you will be required to tell us which method you will use to make payment (eg. through your bank account, credit card, debit card, or other payment facility), (your "Payment Method") and give us the

- details of your Payment Method (eg. bank account number, or credit or debit card information), (your "Payment Details").
2. By registering for the Showmax Service and providing your designated Payment Method or Payment Details, you authorise us to charge you the Monthly Fee at the then current rate, and any other charges you may incur through the use of the Showmax Service to your Payment Details and Payment Method.
  3. You must provide current, valid and accepted Payment Details upon registration, which we may authenticate. The same details will be used to pay for the Showmax Service depending on the selected Payment Method.
  4. If there is a change in your Payment Details or Payment Method, you are required to immediately update the information by logging onto the Showmax Website and updating your Showmax Account.
  5. You must ensure at all times that you keep your Payment Details updated and that you have sufficient funds available to pay for the Showmax Service.
  6. If you change your Payment Details or Payment Method we may choose to authenticate the new Payment Details or Payment Method prior to the new Payment Details or Payment Method being accepted. We will inform you once your new Payment Details or Payment Method have been accepted.
  7. If you choose to pay using PayPal, you will be establishing a billing agreement between yourself and PayPal, which will allow PayPal to set up a subscription with you in terms of which PayPal will bill you on a recurring basis. You will be billed in your local currency in terms of PayPal's reference transaction method. The actual amount that you will be charged will be in your local currency and will depend on the exchange rate applied by your financial institution. In addition to clause 11.3.2 and subject to clauses 11.3.7 and 11.5, you acknowledge that the amount billed each month may vary for reasons that include, without limitation, differing amounts due to promotional offers such as gift card redemption, vouchers and promotional code redemption, and you authorise PayPal to charge your Payment Method for such varying amounts. PayPal will maintain the billing agreement and you reserve the right to cancel such a billing agreement by logging onto your account profile with PayPal.
- 7A. Should you choose to subscribe and pay for the Showmax Service via Google Play (the official app store for certified devices running on the Android operating system and its derivatives), you will be establishing a billing agreement between yourself and Google Play, which will allow Google Play to set up a subscription with you in terms of which you can purchase the Showmax Service either on a pre-paid payment option or on a recurring payment option. You will be billed according to the currency of the Territory you are domiciled in; should you use the Showmax Service in another Territory other than your registered domiciled address, you will be billed a fixed price in Euros (which price is recorded on our website) and not the local currency equivalent in Euros. In addition to clause 11.3.2 and subject to clauses 11.3.7 and 11.5 of these Terms and Conditions, you acknowledge that the amount billed each month may vary for reasons that include, without limitation, differing amounts due to promotional offers such as gift card redemption, vouchers and promotional code redemption, and you authorise Google Play to charge your Payment Method for such varying amounts. Google Play will maintain the billing agreement and you reserve the right to cancel such a billing agreement by logging onto your account profile with Google Play.

8. We reserve the right to bill you for the Subscription Fees in your local currency or in ZAR (you remain responsible for the exchange rate applied by your bank).
9. If a payment is not successfully made or collected, due to expiration, insufficient funds, incorrect Payment Details or another reason, you remain responsible for any uncollected amounts and you authorise us to continue to collect payment from your Payment Details and Payment Method for a period of additional days from the date payment is due.
10. We are not responsible for any acts, failures, delays or omissions on the part of any third party, bank, payment aggregators, or payment facilities providers. You will be responsible for the acts, failures, delays or omissions on the part of any third party, bank, payment aggregators, or payment facilities providers, including those responsible for your Payment Method or for paying us.

11. We will notify you if payment is unsuccessful and if we are unable to collect payment from your Payment Details or using your Payment Method. We may suspend your subscription to the Showmax Service if we are unable to collect payment successfully, as set out in clause 12. Even if we suspend your subscription, you will still be responsible for all uncollected amounts which are due to us for the time that you continued to be a subscriber to the Showmax Service.
12. Even if we suspend your subscription, you will still be responsible for all uncollected amounts which are due to us for the time that you continued to be a subscriber to the Showmax Service.

#### **4. Sales records and invoices**

We will provide a Subscriber with a sales record of the transactions, order history and invoices which a Subscriber can view by logging into the Subscriber's Showmax Account on the Showmax Website. At the Subscriber's election, we will also provide the sales record and invoices to you by e-mail or by post.

#### **5. Vouchers and promotions**

1. We may, in our sole discretion, offer vouchers ourselves or through our business arrangements with third parties ("promotional or voucher partners"), to selected Subscribers which enable Subscribers to access the Showmax Service for 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 Showmax will be disclosed on the Showmax Website or in other communications made available to you.
2. Should you subscribe to Showmax with a voucher at any time and should the period of use therein expire, you will thereafter be billed in accordance with these terms and conditions with the payment details you provided us.
3. We may also introduce a number of different subscription plans or options, including special promotional plans with different conditions and limitations. Any materially different terms from those described in these Showmax Terms will be disclosed on the Showmax Website or in other communications made available to you.

#### **6. Refunds**

1. As far as the law allows, payment of the Monthly Fee is not refundable and we will not refund or credit you for partially used monthly Subscription Periods.
2. If you wish to end your subscription, you must do this in the way set out in clause 14.1.

## 12. We may suspend the Showmax Service or your use of the Showmax Service

1. We may temporarily suspend part or all of the Showmax Service, the operation of the Showmax Website, or your use of the Showmax Service or your Showmax Account, in any one or more of these circumstances:
  1. we need to perform maintenance on, or updates to, the Showmax Website, or any of the Technology that we use to provide the Showmax Service;
  2. we become aware of any actual, threatened or suspected fraud or any actual, threatened or suspected unauthorised use of the Showmax Website, the Showmax Service, the Content or your Showmax Account;
  3. we have reasonable grounds to believe that the Showmax Website, the Showmax Service or the Content are being used negligently, fraudulently, illegally or in a way that we have not given permission for;
  4. you do not comply with your obligations and even after we have given you 5 days' notice to comply (or such shorter period where this is reasonable);
  5. we reasonably believe that your password has been lost or stolen or disclosed to an unauthorised person;
  6. we become aware that any information you have provided is false, inaccurate, incomplete or misleading;
  7. we must do so to comply with the law; or
  8. a court or regulator tells us to do this.
2. The suspension will continue for so long as we reasonably believe is appropriate.
3. We will notify you if we suspend part or all of the Showmax Service or your use of the Showmax Service or your Showmax Account, where it is reasonably practical to do so.

## 13. We can suspend the Showmax Service in the event of non-payment

1. We may temporarily suspend part or all of the Showmax Service, or your use of the Showmax Service or your Showmax Account if you fail to pay us on time or if we are unable to collect payment from your Payment Details or through your Payment Method.
2. We will inform you that we are suspending part or all of the Showmax Service, or your use of the Showmax Service or your Showmax Account due to payment not taking place.
3. The suspension will continue for as long as all uncollected amounts which are due to us have been paid by you.
4. After you have paid us all uncollected amounts which are due to us, you may choose whether:
  1. you wish to end your subscription to the Showmax Service as set out in clause 14.1; or



2. you wish to reactivate your subscription to the Showmax Service and Showmax Account which was previously suspended.

## 14. Ending this agreement

### 1. How you may end your use of the Showmax Service

#### 1. If you are a Subscriber:

1. You may end this agreement and cancel your subscription to the Showmax Service at any time without reason.
2. In order to cancel the Showmax Service, you must access your Showmax Account on the Showmax Website and follow the instructions for cancellation.
3. You must cancel your subscription on or before the next Monthly Billing Date to avoid the next billing. If you fail to do so, you must pay all Monthly Fees which are invoiced by us before you cancel your subscription. As far as the law allows, any payment of the Monthly Fee already made at the date of cancellation will not be refunded.
4. If you are using a third party as a Payment Method and wish to cancel your subscription to the Showmax Service at any time, you acknowledge and agree that you may also need to terminate your relationship with such third party by cancelling your account with the applicable third party. Billing information in respect of your subscription to the Showmax Service may be made accessible on your Showmax Account with the applicable third party.

2. If you are an Authorised User, you may end this agreement between you and Showmax by no longer using the Showmax Service.

### 2. How we may end this agreement

1. We reserve the right at any time and for any reason to terminate our agreement with you, or your subscription to the Showmax Service, or the operation or availability of the Showmax Service, or your right to use the Showmax Service or any part thereof. If we do this and you are a Subscriber, we will give you 30 calendar days prior written notice (unless the termination is required by law or it is reasonable in the circumstances to give shorter notice).
2. We may end this agreement and terminate your use of the Showmax Service, the Content and the Showmax Website immediately at any time in one or more of the following circumstances:

1. where you breach a material provision of these Showmax Terms, and fail to remedy the breach after we have given you 5 calendar days' notice (or such shorter period where this is reasonable);
2. where you breach the Licence Agreement;
3. where we have reasonable grounds to believe you are committing or have committed a Prohibited Act;
4. if you attempt to access restricted Content from restricted geographical locations;
5. where we have reasonable grounds to believe you are engaged in illegal or improper use of the Showmax Service or the Content;
6. where we must do so to comply with the law;
7. where a court or regulator tells us to do this; or
8. if any provision of these Showmax Terms, or part of a provision, becomes unenforceable, illegal or invalid.

### **3. Consequences of termination**

#### **1. Consequences if you end this agreement**

1. When you end this agreement, your rights to use the Showmax Service will continue until the end of your current monthly Subscription Period and you will be unsubscribed from the Showmax Service on the next Monthly Billing Date. The Showmax Service will continue up until the next Monthly Billing Date even if there is no usage on your Showmax Account or you do not use the Showmax Service for the remainder of the month following the cancellation. This means that you will have access to the Showmax Service and Content for the remainder of that period.

#### **2. Consequences if we end this Agreement**

1. When we end this agreement or your rights to use the Showmax Service, your rights to use the Content and Showmax Service will end on the date that we stop allowing you to use the Showmax Service. You must stop using the Showmax Service and the Content from that date.

### **4. Terms which do not end**

1. Many provisions of these Showmax Terms will continue after this agreement or your subscription to the Showmax Service ends, including terms and conditions which by their nature must continue to apply. This is because certain rights and duties must survive even though the agreement between us has come to an end or you have stopped using the Showmax Service.
2. Some of the provisions in these Showmax Terms which continue include (but is not limited to):

1. terms and conditions where our liabilities or responsibilities, or those of our affiliates (companies under common ownership and control), are excluded or limited, including amounts which you can claim from us;
2. terms and conditions where the rights you have against us, or our affiliates, are limited or excluded;
3. terms and conditions which indemnify us or our affiliates, or you take on responsibility for certain losses or damages that may happen;
4. our rights in clause 8.4;
5. the provisions of clause 15; and
6. any other terms and conditions in the Showmax Terms which are expressly stated to survive or continue after the end of this agreement, or after the end of any part of this agreement.

## 15. Intellectual property

1. You acknowledge that the Content made available to you through the Showmax Service is owned by, or licensed to, us and is protected by laws, including intellectual property law.
2. You must not use the Showmax Service or the Content in any way that constitutes a violation of any law (including intellectual property law), or an infringement or misappropriation of our rights (including, without limitation, Intellectual Property Rights), or the rights or Intellectual Property Rights of our licensors or any third party. In these Showmax Terms, "Intellectual Property Rights" include all intellectual property rights of whatsoever nature and however embodied, including (without limitation) copyright, patents, patent rights, designs, design rights, invention rights, database rights, know-how, confidential information, trade secrets, trade marks, trade names, domain names, service marks, goodwill and all other intellectual property rights, in each case whether registered or unregistered which subsist or will subsist now or in the future in any part of the world, and including all rights to recover damages for the breach, infringement, or misappropriation of any such Intellectual Property Rights.
3. You must not reproduce, modify, copy, perform, transmit or commercially exploit the Content in any manner whatsoever and no Content delivered to an Access Device may be redistributed or copied from that Access Device.
4. All Intellectual Property Rights, including all rights, title and interest in and to the Showmax Service, Showmax Website and Content, of whatsoever nature existing now and in the future, remain our absolute property and that of our licensors.
5. You will not, at any time, acquire any rights, title, ownership or interest, including any Intellectual Property Rights, in or to the Showmax Service, the Showmax Website or the Content other than the limited, non-exclusive, non-transferable and revocable licence to use the Showmax Service for the Permitted Use in accordance with these Showmax Terms.
6. Where any of the Content has been licensed to us or belongs to any third party, your rights of use will also be subject to any terms and conditions which that licensor or

third party imposes from time to time and you agree to comply with such third party terms and conditions.

## 16. Disclaimer and exclusion of warranties

1. As far as the law allows, the Showmax Service, Showmax App and Content are 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).
2. As far as the law allows, we make no representations and give no warranties that the Showmax Service or Content will be tailored to meet your personal requirements or expectations, be available and accessible at all times, be uninterrupted, error free, secure, or free from Destructive Code.

## 17. Limits to our liability

1. As far as the law allows, we and our affiliates will not be responsible to you (and we hereby disclaim all liability) for any loss, liability, injury or damage (whether direct, indirect, incidental, special, punitive or consequential) whatsoever resulting from any:
  1. errors, mistakes, or inaccuracies in the Content or the Showmax Service;
  2. personal injury or property damage, of any nature whatsoever, resulting from access to and use of the Showmax Service;
  3. any unauthorised access to or use of our Technology and/or any and all personal information stored therein;
  4. any interruption or cessation of transmission to or from the Showmax App, the Content, or Technology used by you or us to provide or receive the Showmax Service or the Content; and/or
  5. any Destructive Code which may be transmitted to or through the Showmax App, the Showmax Website, the Showmax Service or the Content.
2. The provisions of clause 17.1 apply irrespective of whether any claim you or others make, or any loss, liability, injury or damage suffered, is based on warranty, contract, delict or any other legal theory, and whether or not we have been advised of the possibility of such damages.

## 18. Indemnity

1. As far as the law allows, you hereby irrevocably indemnify us and our affiliates and agree to hold us, our affiliates and our suppliers harmless against any loss, liability, costs, and damages which we or they may suffer as a result of:
  1. you infringing or misusing any person's rights, including Intellectual Property Rights in relation to the Showmax Service and Content;
  2. you performing a Prohibited Act;
  3. you failing to comply with these Showmax Terms; and/or

4. any deliberate or unlawful act that you commit or a failure to act.

## 19. Notices and communication

1. Any notices sent to us under these Showmax Terms, including legal notices, must be delivered to us by hand or registered post at 144 Bram Fischer Dr, Bordeaux, Randburg, 2194, South Africa or by email at support@showmax.com.
2. Any notices we send to you under these Showmax Terms, including legal notices, will be delivered to the address you provided upon registration or any other address which you have given us proper notice about, or to your email address or cell phone number if you indicated that as your preference on registration. However any notices that we may send you in other ways which are received by you, will qualify as adequate notice.
3. We have also the right to send you notices and communications about certain issues by SMS, or email or direct message, or when you log in to the Showmax Account, or on the Showmax Website, or through the Showmax App. These issues include :
  1. increases to Monthly Fees;
  2. changes or updates to your details
  3. inactivity of your Showmax Account;
  4. notices that you are in breach of these Showmax Terms;
  5. notices of suspension or termination of, or that we intend to suspend or terminate, this agreement or the Showmax Service or your use of the Showmax Service (or any part thereof);
  6. notices that we have changed any part of the Showmax Terms; and
  7. notices about billing or payment information, including (without limitation) non-payment.
4. You may not unsubscribe to receive notices from us regarding the above information.
5. All notices given by us to a Subscriber shall be treated as having been given, and be deemed to have also been given, to the Authorised Users that access or use the Showmax Service through the Subscriber's Showmax Account. All notices given by us to an Authorised User shall also be treated as having been given, and be deemed to have also been given, to the Subscriber whose Showmax Account the Authorised User makes use of. The Subscriber and Authorised Users must immediately make each other aware of notices which may be received from us.

## 20. References and links to and from other web sites, products and services

1. The Showmax App and the Showmax Website may include access to products and services provided by third parties. Such products and/or services may be provided directly or via links to the third parties. We shall, where reasonable, classify the products and/or services as third party products or services. Notwithstanding that the products and/or services may be co-branded, you acknowledge that the agreement

- for the provision of such third party product or service is between you and the relevant third party and we shall not be party to such agreement. Further, we shall not be liable for any act or omission of the third party, nor the provision of the products or services by the third party to you.
2. The Showmax App and the Showmax Website may contain references or links to other web sites ("Other Web Sites") and to the products, opinions or services of third parties. These references or links are not intended to be, and should not be interpreted as an endorsement, recommendation, or affiliation to these Other Web Sites or the opinions, products, services of third parties. Your use of Other Web Sites or the products or services of third parties will be entirely at your own risk.
  3. To the fullest extent allowed by law, we are not responsible to you for any loss, liability, expense, claim, penalty or damage, whether direct, indirect, special or consequential, arising from or related to the reliance on, use or attempted use of Other Web Sites or the opinions, products or services of third parties.
  4. You may not make (and you may not allow any third party to make) any reference to us, the Showmax Service, the Showmax App or the Content, whether by way of a link or otherwise, where the reference could in any way be interpreted as an endorsement, affiliation, or recommendation by us in relation to you or a third party, or of your services, products, opinions or conduct or those of a third party.

## 21. Miscellaneous provisions

1. These Showmax Terms, and any rights, obligations and licenses granted hereunder, may not be transferred, ceded, delegated or assigned by you.
2. You agree that we may, at any time, transfer, cede, delegate or assign any or all of our rights and obligations under these Showmax Terms and we may do so without your consent. We will notify you if we transfer, cede, delegate or assign any rights or obligations to a third party, except that we do not need to notify you if we transfer, cede, delegate or assign any or all rights or obligations to an affiliate. We may subcontract our obligations without your consent and we do not have to inform you if we subcontract any of our obligations.
3. These Showmax Terms shall apply for the benefit of and be binding upon each party's successors and assigns.
4. Showmax means MultiChoice Support Services Proprietary Limited (registration number: 2007/014131/07), a company duly registered and incorporated in accordance with the laws of the Republic of South Africa with its address at: 144 Bram Fischer Dr, Bordeaux, Randburg, 2194, South Africa. The Showmax Terms shall be governed by the laws of the Republic of South Africa.
5. Our failure to exercise or enforce any right or provision of these Showmax Terms shall not constitute a waiver of such right or provision.
6. These Showmax Terms make up the whole agreement between you and us relating to the use of the Content and the Showmax Service. As far as the law allows, neither you nor we are legally obliged to comply with any term, condition, undertaking,

representation, or promise relating to the Showmax Service or the Content that is not written in these Showmax Terms.

7. Each provision of these Showmax Terms, and each part of any provision, is removable and detachable from the others. As far as the law allows, if any provision of these Showmax Terms, or part of a provision, becomes unenforceable, illegal or invalid, it must be treated as if it was not included in these Showmax Terms, the rest of these Showmax Terms will still be valid and enforceable.
8. In these Showmax Terms, headings are for convenience and not to be used in interpreting these terms, and unless expressly stated otherwise or otherwise required by the context:
  1. references to the singular includes the plural and vice versa;
  2. words in any particular gender include the other genders (male, female and neutral). Reference to a neutral gender (for example 'they' or 'it') include all genders.
  3. words or expressions that are defined or capitalised in these Showmax Terms shall have the same meaning wherever used in these Showmax Terms;
  4. the word 'including' or 'include' or 'includes' must not be interpreted as limited to the list following the word or excluding other items from a list following the word. The word:
    1. 'including' means 'including but not limited to';
    2. 'include' means 'include but is not limited to'; and
    3. 'includes' means 'includes but is not limited to'.
  5. where any number of days is given, those days are counted to exclude the first day but include the last day.

This version of the Showmax service terms and conditions applies from 5 March 2021. Previous versions of the Showmax service terms and conditions to be found on this page.

# SHOWMAX FREE TERMS AND CONDITIONS - SOUTH AFRICA, LESOTHO

These Showmax service terms and conditions apply to the use of the Showmax Freemium service. Please read these terms and conditions carefully.

## 1. The Showmax Service and your agreement to these Showmax Terms

1. Showmax Free ("Showmax" or "we" or "us" or "our") provides an on demand streaming service (the "Showmax Service" "Platform") through which users can stream television shows, movies, video or audio clips and other audio-visual materials ("Content") by using an electronic device which is capable of connecting to the internet, including personal computers, mobile phones, tablets, media players, smart TVs, set top boxes, gaming consoles and other similar devices ("Access Device"). Showmax Free ("Showmax" or "we" or "us" or "our") is a Showmax product associated with an on demand advertising service that is being served in exchange of providing the service free of charge.
2. The Showmax Service is made available by Showmax on the terms and conditions contained on the website [www.showmax.com](http://www.showmax.com) (these "Showmax Terms"). Please note that the following are hereby incorporated into and form part of these Showmax Terms:
  1. our privacy policy, accessible at <https://www.showmax.com/privacy-policy> ("Privacy Policy");
  2. the general terms of use for the Showmax website which is accessible at [www.showmax.com](http://www.showmax.com) and such other URLs as Showmax may use to provide the Showmax Service (the "Showmax Website"), available at <https://www.showmax.com/website-terms> ("Website Terms of Use"); and
  3. the Showmax Application End User Licence Agreement ("Licence Agreement"), accessible at <https://www.showmax.com/licence-agreement>.
3. By agreeing to these Showmax Terms, you also agree to be bound by the provisions of the Privacy Policy, Website Terms of Use and Licence Agreement, as if they have been included in these Showmax Terms in full.
4. You are not entitled to make any use of the Showmax Service or the Content if you do not agree to these Showmax Terms. If you make any use of the Showmax Service or the Content, this will mean that you agree to these Showmax Terms. If



you do not agree to these Showmax Terms, you must immediately stop using the Showmax Service and the Content.

## 2. Changes to the Showmax Terms

1. We may, at any time, change these Showmax Terms.
2. If you are a Registered User, we will notify you of the changes. We will do this by sending you an email, sms or through a pop-up notice when you access the Showmax Service or the Showmax Website, or through a pop-up notice when you log into the account which we create for you after your register in order to use the Showmax Service ("Showmax Account"), or through the software application developed or made available by us for users to access and receive the Showmax Service ("Showmax App"). A "Registered User" is a person who has registered to use the Showmax Service through the registration process that Showmax prescribes and your registration has been accepted by Showmax. A "Not Registered User" is a person who has not registered to use the Showmax Service, however enters and uses the Showmax Platform by any means.
3. If you are not a Registered User, all changes to these Showmax Terms will take effect from the time that we place them on the Showmax Website. You are responsible for reviewing and checking these Showmax Terms (including any changes to the Showmax Terms which we may make) whenever you wish to use the Showmax Service or the Content.
4. If you do not agree with any changes to these Showmax Terms, you must end your use of the Showmax Service in the way set out in clause 14 below.

## 3. Who may use the Showmax Service?

1. You may only use the Showmax Service if you comply with these Showmax Terms and:
  1. you are a Registered User; or
  2. you are allowed by a Registered User to access or use the Showmax Service through the Registered User's Showmax Account (an "Authorised User"). If you are an Authorised User, your rights to use the Showmax Service will end when the Registered User's rights to use the Showmax Service end or the Registered User stops allowing you to access or use the Showmax Service through the Registered User's Showmax Account; or
  3. you are a Not Registered User.
2. The Registered User must ensure that all Authorised Users that access or use the Showmax Service through the Registered User's Showmax Account, are aware of these Showmax Terms, agree to these Showmax Terms, and comply with these Showmax Terms. Not Registered Users agree to these Showmax Terms, and comply with these Showmax Terms when entering the Showmax Platform by any means.

3. All acts and omissions of Authorised Users shall be treated as, and also be deemed to be (i) the acts and omissions of the Registered User whose Showmax Account they use to access or use the Showmax Service; and (ii) the acts and omissions of the other Authorised Users of that Showmax Account. All acts and omissions of a Registered User shall be treated as, and also be deemed to be, the acts and omissions of the Authorised Users that access or use the Showmax Service through the Registered User's Showmax Account. An act or omission includes any breach of these Showmax Terms.
4. You must be 18 years of age or older to register for the Showmax Service and you must not attempt to register for the Showmax Service if you are not 18 years of age or older. You must be 18 years of age or older to use Showmax Service as a Not Registered User.
5. If the Authorised User is younger than 18 years of age, than the Authorised User must have the permission of her / his parent or legal guardian to use the Showmax Service and to agree to these Showmax Terms and must only use the Showmax Service under the supervision of the Registered User or another Authorised User that is 18 years of age or older.
6. We reserve the right to refuse to let you register or use the Showmax Service at our sole discretion. We may do this even if you complete the registration process and agree to these Showmax Terms.
7. We are in no way obliged to give reasons if we do not let you register or use the Showmax Service.

## 4. Your information and details

1. All information supplied to us must be truthful, accurate and complete. This also includes the information that we request you to provide in the registration process and at any time after that.
2. You must notify us if the information you supplied to us changes or if details we have for you change, or if they are incorrect or incomplete. If you do not update us, we will continue to use and rely on the most recent details which you have provided to us.
3. A Registered User will be able to edit the Registered User's own details by logging into the Registered User's Showmax Account through the Showmax Service or by updating the Registered User's details by contacting our support agents via email at support@showmax.com. We will send the Registered User an email or a sms confirming any updates or changes which the Registered User makes to the Registered User's details.
4. Please also read the Privacy Policy for more information on how we use your information and your rights and responsibilities.

## 5. Keep your Showmax Account, Payment Details, password and user credentials secure and secret

### **If you are a Registered User:**

1. After you complete the registration process, we will create your Showmax Account. You will need to use your email address, cell phone number and password in order to access your Showmax Account and to use the Showmax Service, or such other user credentials as we may permit from time to time (for example, the log-in details for social media accounts that we may accept from time to time).
2. You are responsible for all use of your Showmax Account and your password and any of your other user credentials (for example, the log-in details for social media accounts that you use to access the Showmax Service).
3. Whenever a person uses the Showmax Service, or performs any other act, with your password or through your Showmax Account or through the use of your user credentials, we will treat this as if it was done by yourself and with your approval.
4. You must notify us immediately by sending us an email at [support@showmax.com](mailto:support@showmax.com) if you suspect that another person has obtained unauthorised access to your Showmax Account, or password, or your user credentials. You must also notify us immediately by sending us an email at [support@showmax.com](mailto:support@showmax.com) if you are aware of any unauthorised use of your Showmax Account, or password or your user credentials. You will be responsible for changing your privacy settings on your Showmax Account, your password, your user credentials, and your and payment details as soon as you become aware of any unauthorised access or use.
5. We will not be responsible for any loss or damage you may suffer if any other person uses your password, or your user credentials, or your payment information or payment details without your approval or consent.

## 6. Access Devices and other equipment and facilities

1. You are only entitled to make lawful use of the Showmax Service and stream or download the Content through the methods permitted and intended by us, which may include through the use of the Showmax Website, or through the use of the Showmax App on a registered Access Device.
2. In order to access and use the Showmax Service, your Access Devices must meet the minimum technical specifications as set out on the Showmax Website at <https://www.showmax.com/help> . We will in no way be responsible for your inability to access the Showmax Service and Content due to limitations specific to your Access Devices.
3. You, at your own cost, are responsible for obtaining and maintaining the Access Devices, adequate and reliable internet access, and all information technology and telecommunication facilities, equipment, services, products, software, systems,

materials, applications, platforms, and the like, ("Technology") needed to access the internet or to use the Showmax Service.

4. If an Access Device does not belong to you, you confirm and promise that you have obtained permission from the owner of the Access Device to download or stream the Content onto the relevant Access Device and to use the Access Device to receive and access the Showmax Service.
5. We are not responsible for any internet access charges, service provider charges and data usage charges. These charges must be paid by you or the owner of the Access Device.
6. The quality of the Showmax Service and the Content, and your ability to use the Showmax Service and to stream or download the Content, including the time it takes to stream or download Content and associated costs, may be affected by various factors, such as your location, the bandwidth available, your Access Devices and their functionality or capabilities, the speed of your internet connection, the services provided by your service providers, and the communications facilities being used by you.
7. We make no warranties or representations about the quality of your viewing experience, or the time it takes to stream or download Content, or the bandwidth or other data that will be required to stream or download Content or to use the Showmax Service.
8. If you are a Registered User or a Not Registered User of Showmax Service and its Content, and your ability to stream the Content, including the time it takes to stream the Content and associated costs, may be affected by various factors including the services provided by Showmax. We are not responsible for potential Content quality shortcomings or Content unavailability with respect to Showmax Service.

## 7. Permitted use and what you are not allowed to do

1. The Showmax Service may only be used by you in a lawful manner in the way that we specifically intended and for your personal and non-commercial purposes (the "Permitted Use").
2. You must not, directly or indirectly, do any of the following things or allow anybody else to do so:
  1. perform any action that violates any of these Showmax Terms or any guidelines or policies posted by us;
  2. display, distribute, communicate, transmit, publish or broadcast the Showmax Service or the Content to the public;
  3. perform any action which is illegal, fraudulent or violates or infringes any Intellectual Property Rights listed in clause 15 below;
  4. use any, and all Technology or other means to access, index, frame or link to the Showmax Service (including the Content) in a way that is not expressly authorised by us;

5. use Technology or other means to remove, disable, bypass, or circumvent any Content protection or access control mechanisms, including those intended to prevent the unauthorised download, streaming, capture, linking, framing, reproduction, access to, use or distribution of the Content or the Showmax Service;
6. use Technology or other means to remove, disable, bypass, or circumvent any protection mechanisms or other Technology or identifying information contained on an Access Device;
7. use any Access Devices which have been "jailbroken" or "rooted";
8. access the Showmax Service (including the Content) through any automated means, including through the use of "robots," "spiders," or "offline readers" (other than by individually performed searches on publicly accessible search engines for the sole purpose of, and solely to the extent necessary for, creating publicly available search indices - but not caches or archives - of the Showmax Service or the Content and excluding those search engines or indices that host, promote, or link primarily to infringing or unauthorised content);
9. 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, equipment or communications, or otherwise interfere with operations thereof ("Destructive Code") into the Content or the Technology used by Showmax or any other person, including in the Showmax Website, the Showmax App or the Showmax Service;
10. damage, disable, overburden, impair, or gain unauthorised access to the Content, the Showmax Service, the Showmax Website, Technology used by Showmax or other persons, or the Showmax Accounts of Registered Users or other users;
11. remove, modify, disable, block, obscure or otherwise impair any advertising displayed on, or used in connection with, the Showmax Service (including the Content), the Showmax Website, or the Showmax App;
12. use the Showmax Service to advertise or promote products or services that are not expressly approved in advance in writing by us;
13. collect or process information in violation of our Privacy Policy;
14. encourage conduct that would constitute a criminal offense or give rise to civil liability;
15. interfere with any other person's lawful and authorised use and enjoyment of the Showmax Service, the Showmax Website, or the Showmax App;
16. attempt to discover or reverse engineer the source code and other materials forming part of the Technology used to provide the Showmax Service, or the Content, or the Showmax Website, or the Showmax App; and

17. receive or charge money, favours or other consideration for allowing any other person to use or access the Showmax Service, the Content or your Showmax Account, (all of the above are called "Prohibited Acts").
3. These Showmax Terms and any restrictions on the use of the Showmax Service will also apply to any part of the Showmax Website and Content which is cached when using the Showmax Service or the Showmax Website.
4. We may use Technology and other means to monitor that you are complying with these Showmax Terms.

## 8. Content restrictions, changes to Content and the Showmax Service

1. It is your responsibility to satisfy your watching preferences, make sure prior to accessing the Content, that the Content meets your individual requirements.
2. Unless otherwise expressly stated in these Showmax Terms, the Content is not intended to, and does not, constitute advice or a recommendation of any nature at all in respect of, but not limited to, any entity, institution, investment, service or product.
3. We may continuously update the Showmax Service, including the Content. We reserve the right to make changes from time to time in how we offer, provide and operate the Showmax Service and Content.
4. We may, at our sole discretion:
  1. select and determine the Content that will be available for streaming or download, or as part of the Showmax Service;
  2. change, remove and update the Content that will be available for streaming or download, or as part of the Showmax Service, from time to time;
  3. restrict access to Content to particular Registered Users or Authorised Users or choose whether to make available certain Content to any particular Registered User or Authorised User at any particular time;
  4. limit the number of programmes or temporary downloads of any part of the Content that can be made by you or through a Showmax Account at any time;
  5. limit the number of temporary downloads of a particular programme or part of the Content you may make or initiate, or which may be made or initiated through a Showmax Account;
  6. limit the amount of times you can attempt to download a particular programme or part of the Content, where the downloading of the programme or part of the Content fails to complete because of poor internet connection or other technical problem;
  7. make different Content available to different Registered Users or Authorised Users in different geographical locations;
  8. implement Technologies and measures and take steps to remove and delete Content and downloads of Content from any Access Devices and render such Content and downloads unviewable; and

9. implement Technologies and measures to encrypt and decrypt the Content and to protect the Content from unauthorised use and to control access to the Content.
5. The Content that may be available to view will vary across geographic locations and we reserve the right to limit certain Content to certain geographic locations.
6. You must not attempt to access restricted Content.
7. We reserve the right to implement Technologies, including geo-blocking technology. This includes any Technology that is able to limit, restrict or block any access and/or use by a person of any Content, product or service based on the geographical location of that person, and other measures in order to verify your geographic location and monitor that you are not accessing restricted Content from restricted geographic locations.

## 9. Showmax Kids Program, Parental Control and supervision of users

1. The Showmax Kids Program is the part of Showmax Service dedicated to Content for children aged between 2-17 years.
2. The Registered User can create a Kids sub-profile and set parental controls mechanism as outlined in Art. 9.4. By creating any Kids sub-profile the Registered User confirms that he/she is the parent or a legal guardian of a child under the age of 16, that is intended to be the user of the Kids sub-profile. Creation of The Kids sub-profile is subject to consent of the parent or a legal guardian.
3. It is your responsibility to manage access to Your Showmax Account. You must take all reasonable steps to prevent the viewing of CC You must also ensure that parental guidance restrictions and requirements are adhered to. You may limit the age restriction level of Content viewable by other users with our parental control feature.
4. Parental control features available within the "Showmax Kids Mode" contains measures as follows:
  1. Parents can set up age-based sub profiles for children of the following ages 2-4, 5-6, 7-9, 10-12 and 13-17. Only age appropriate Content will be visible to users within the age ranges of the profiles plus Content that belongs to a lower age classification.
  2. In addition:
    - when a platform wide parental PIN code is set up at any of the following values: 7+, 13+ and 16+ all Content that is rated at or above the parental PIN code is restricted for the first playback or download unless the PIN code is entered,
    - In the preceding 5 minutes, after the PIN has been input, the PIN shall not be required again, and any content is freely accessible. It remains the responsibility of the Registered User to ensure that no minors watch Content that is unsuitable (even in the event a Parental PIN code has been set).

- When switching between your sub profiles or after signing out, playback and downloads shall require the PIN code once more.
- 3. All changes relating to Profile editing/creation and PIN editing/creation are emailed/messed to the Registered User.
- 4. In certain cases a PIN code protection can be removed without the manual entry of the account associated password. Such a case may occur if the Platform is not being used in a way it is designed for a user of a Kids subprofile of the respective age. Showmax shall not be liable for any such act by Subscriber or an Authorised User.
- 5. You must supervise all use of the Showmax Service through your Showmax Account, and every person using the Access Devices registered to your Showmax Account. You must also ensure that all persons that use the Showmax Service through your Showmax Account, and every person using the Access Devices registered to your Showmax Account, complies with these Showmax Terms and does not engage in any Prohibited Acts.
- 6. Certain Content may be subject to age restrictions, contain strong language, contain explicit visuals or other material which may offend sensitive viewers or be inappropriate for younger viewers or certain categories of viewers. We will attempt to provide appropriate audience guidelines relating to the Content. It is, however, your responsibility to heed those warnings and to act responsibly.

## 10. We may suspend the Showmax Service or your use of the Showmax Service

1. We may temporarily suspend part or all of the Showmax Service, the operation of the Showmax Website, or your use of the Showmax Service or your Showmax Account, in any one or more of these circumstances:
  1. we need to perform maintenance on, or updates to, the Showmax Website, or any of the Technology that we use to provide the Showmax Service;
  2. we become aware of any actual, threatened or suspected fraud or any actual, threatened or suspected unauthorised use of the Showmax Website, the Showmax Service, the Content or your Showmax Account;
  3. we have reasonable grounds to believe that the Showmax Website, the Showmax Service or the Content are being used negligently, fraudulently, illegally or in a way that we have not given permission for;
  4. you do not comply with your obligations and even after we have given you 5 days' notice to comply (or such shorter period where this is reasonable) - not applicable for not Registered Users;



5. we reasonably believe that your password has been lost or stolen or disclosed to an unauthorised person;
  6. we become aware that any information you have provided is false, inaccurate, incomplete or misleading;
  7. we must do so to comply with the law; or
  8. a court or regulator tells us to do this.
2. The suspension will continue for so long as we reasonably believe is appropriate.
  3. We will notify you if we suspend part or all of the Showmax Service or your use of the Showmax Service or your Showmax Account, where it is reasonably practical to do so.

## 11. Ending this agreement

### 1. How you may end your use of the Showmax Service

1. If you are a Registered User:
  1. You may end this agreement regarding Showmax Service at any time without reason.
  2. In order to cancel the Showmax Service, you must access your Showmax Account on the Showmax Website and follow the instructions for cancellation.
2. If you are a Registered User, you may end this agreement between you and Showmax by no longer using the Showmax Service.

### 2. How we may end this agreement

1. We reserve the right at any time and for any reason to terminate our agreement with you, or the operation or availability of the Showmax Service, or your right to use the Showmax Service or any part thereof.
2. We may end this agreement and terminate your use of the Showmax Service, the Content and the Showmax Website immediately at any time in one or more of the following circumstances:
  1. where you breach a material provision of these Showmax Terms, and fail to remedy the breach after we have given you 5 calendar days' notice (or such shorter period where this is reasonable);
  2. where you breach the Licence Agreement;
  3. where we have reasonable grounds to believe you are committing or have committed a Prohibited Act;

4. if you attempt to access restricted Content from restricted geographical locations;
5. where we have reasonable grounds to believe you are engaged in illegal or improper use of the Showmax Service or the Content;
6. where we must do so to comply with the law;
7. where a court or regulator tells us to do this; or
8. if any provision of these Showmax Terms, or part of a provision, becomes unenforceable, illegal or invalid.

### **3. Consequences of termination**

#### 1. Consequences if we end this Agreement

1. When we end this agreement or your rights to use the Showmax Service, your rights to use the Content and Showmax Service will end on the date that we stop allowing you to use the Showmax Service. You must stop using the Showmax Service and the Content from that date.

### **4. Terms which do not end**

1. Many provisions of these Showmax Terms will continue after this agreement relating to Showmax Service ends, including terms and conditions which by their nature must continue to apply. This is because certain rights and duties must survive even though the agreement between us has come to an end or you have stopped using the Showmax Service.
2. Some of the provisions in these Showmax Terms which continue include (but is not limited to):
  1. terms and conditions where our liabilities or responsibilities, or those of our affiliates (companies under common ownership and control), are excluded or limited, including amounts which you can claim from us;
  2. terms and conditions where the rights you have against us, or our affiliates, are limited or excluded;
  3. terms and conditions which indemnify us or our affiliates, or you take on responsibility for certain losses or damages that may happen;
  4. our rights in clause 8.4;
  5. the provisions of clause 15; and
  6. any other terms and conditions in the Showmax Terms which are expressly stated to survive or continue after the end of this agreement, or after the end of any part of this agreement.

## 12. Intellectual property

1. You acknowledge that the Content made available to you through the Showmax Service is owned by, or licensed to, us and is protected by laws, including intellectual property law.
2. You must not use the Showmax Service or the Content in any way that constitutes a violation of any law (including intellectual property law), or an infringement or misappropriation of our rights (including, without limitation, Intellectual Property Rights), or the rights or Intellectual Property Rights of our licensors or any third party. In these Showmax Terms, "Intellectual Property Rights" include all intellectual property rights of whatsoever nature and however embodied, including (without limitation) copyright, patents, patent rights, designs, design rights, invention rights, database rights, know-how, confidential information, trade secrets, trade marks, trade names, domain names, service marks, goodwill and all other intellectual property rights, in each case whether registered or unregistered which subsist or will subsist now or in the future in any part of the world, and including all rights to recover damages for the breach, infringement, or misappropriation of any such Intellectual Property Rights.
3. You must not reproduce, modify, copy, perform, transmit or commercially exploit the Content in any manner whatsoever and no Content delivered to an Access Device may be redistributed or copied from that Access Device.
4. All Intellectual Property Rights, including all rights, title and interest in and to the Showmax Service, Showmax Website and Content, of whatsoever nature existing now and in the future, remain our absolute property and that of our licensors.
5. You will not, at any time, acquire any rights, title, ownership or interest, including any Intellectual Property Rights, in or to the Showmax Service, the Showmax Website or the Content other than the limited, non-exclusive, non-transferable and revocable licence to use the Showmax Service for the Permitted Use in accordance with these Showmax Terms.
6. Where any of the Content has been licensed to us or belongs to any third party, your rights of use will also be subject to any terms and conditions which that licensor or third party imposes from time to time and you agree to comply with such third party terms and conditions.

## 13. Disclaimer and exclusion of warranties

1. As far as the law allows, the Showmax Service, Showmax App and Content are 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).
2. As far as the law allows, we make no representations and give no warranties that the Showmax Service or Content will be tailored to meet your personal requirements or expectations, be available and accessible at all times, be uninterrupted, error free, secure, or free from Destructive Code.

## 14. Limits to our liability

1. As far as the law allows, we and our affiliates will not be responsible to you (and we hereby disclaim all liability) for any loss, liability, injury or damage (whether direct, indirect, incidental, special, punitive or consequential) whatsoever resulting from any:
  1. errors, mistakes, or inaccuracies in the Content or the Showmax Service;
  2. personal injury or property damage, of any nature whatsoever, resulting from access to and use of the Showmax Service;
  3. any unauthorised access to or use of our Technology and/or any and all personal information stored therein;
  4. any interruption or cessation of transmission to or from the Showmax App, the Content, or Technology used by you or us to provide or receive the Showmax Service or the Content; and/or
  5. any Destructive Code which may be transmitted to or through the Showmax App, the Showmax Website, the Showmax Service or the Content.
2. The provisions of clause 14.1 apply irrespective of whether any claim you or others make, or any loss, liability, injury or damage suffered, is based on warranty, contract, delict or any other legal theory, and whether or not we have been advised of the possibility of such damages.

## 15. Indemnity

1. As far as the law allows, you hereby irrevocably indemnify us and our affiliates and agree to hold us, our affiliates and our suppliers harmless against any loss, liability, costs, and damages which we or they may suffer as a result of:
  1. you infringing or misusing any person's rights, including Intellectual Property Rights in relation to the Showmax Service and Content;
  2. you performing a Prohibited Act;
  3. you failing to comply with these Showmax Terms; and/or
  4. any deliberate or unlawful act that you commit or a failure to act.

## 16. Notices and communication

1. Any notices sent to us under these Showmax Terms, including legal notices, must be delivered to us by hand or registered post at 144 Bram Fischer Dr, Bordeaux, Randburg, 2194, South Africa. The Showmax Terms shall be governed by the laws of the Republic of South Africa or by email at support@showmax.com.
2. Any notices we send to you under these Showmax Terms, including legal notices, will be delivered to the address you provided upon registration or any other address which you have given us proper notice about, or to your email address or cell phone number if you indicated that as your preference on registration. However any notices that we may send you in other ways which are received by you, will qualify as adequate notice.

3. If you are a registered User we have also the right to send you notices and communications about certain issues by SMS, or email or direct message, or when you log in to the Showmax Account, or on the Showmax Website, or through the Showmax App. These issues include:
  1. changes or updates to your details;
  2. inactivity of your Showmax Account;
  3. notices that you are in breach of these Showmax Terms;
  4. notices of suspension or termination of, or that we intend to suspend or terminate, this agreement or the Showmax Service or your use of the Showmax Service (or any part thereof);
  5. notices that we have changed any part of the Showmax Terms.
4. You may not unsubscribe to receive notices from us regarding the above information.
5. All notices given by us to a Registered User shall be treated as having been given, and be deemed to have also been given, to the Authorised Users that access or use the Showmax Service through the Registered User's Showmax Account. All notices given by us to an Authorised User shall also be treated as having been given, and be deemed to have also been given, to the Registered User whose Showmax Account the Authorised User makes use of. The Registered User and Authorised Users must immediately make each other aware of notices which may be received from us.

## 17. References and links to and from other web sites, products and services

1. The Showmax App and the Showmax Website may include access to products and services provided by third parties. Such products and/or services may be provided directly or via links to the third parties. We shall, where reasonable, classify the products and/or services as third party products or services. Notwithstanding that the products and/or services may be co-branded, you acknowledge that the agreement for the provision of such third party product or service is between you and the relevant third party and we shall not be party to such agreement. Further, we shall not be liable for any act or omission of the third party, nor the provision of the products or services by the third party to you.
2. The Showmax App and the Showmax Website may contain references or links to other web sites ("Other Websites") and to the products, opinions or services of third parties. These references or links are not intended to be, and should not be interpreted as an endorsement, recommendation, or affiliation to these Other Web Sites or the opinions, products, services of third parties. Your use of Other Web Sites or the products or services of third parties will be entirely at your own risk.
3. To the fullest extent allowed by law, we are not responsible to you for any loss, liability, expense, claim, penalty or damage, whether direct, indirect, special or consequential, arising from or related to the reliance on, use or attempted use of Other Web Sites or the opinions, products or services of third parties.

4. You may not make (and you may not allow any third party to make) any reference to us, the Showmax Service, the Showmax App or the Content, whether by way of a link or otherwise, where the reference could in any way be interpreted as an endorsement, affiliation, or recommendation by us in relation to you or a third party, or of your services, products, opinions or conduct or those of a third party.

## 18. Miscellaneous provisions

1. These Showmax Terms, and any rights, obligations and licenses granted hereunder, may not be transferred, ceded, delegated or assigned by you.
2. You agree that we may, at any time, transfer, cede, delegate or assign any or all of our rights and obligations under these Showmax Terms and we may do so without your consent. We will notify you if we transfer, cede, delegate or assign any rights or obligations to a third party, except that we do not need to notify you if we transfer, cede, delegate or assign any or all rights or obligations to an affiliate. We may sub-contract our obligations without your consent and we do not have to inform you if we sub-contract any of our obligations.
3. These Showmax Terms shall apply for the benefit of and be binding upon each party's successors and assigns.
4. Showmax means MultiChoice Support Services Proprietary Limited (registration number: 2007/014131/07), a company duly registered and incorporated in accordance with the laws of the Republic of South Africa with its address at: 144 Bram Fischer Dr, Bordeaux, Randburg, 2194, South Africa. The Showmax Terms shall be governed by the laws of the Republic of South Africa.
5. Our failure to exercise or enforce any right or provision of these Showmax Terms shall not constitute a waiver of such right or provision.
6. These Showmax Terms make up the whole agreement between you and us relating to the use of the Content and the Showmax Service. As far as the law allows, neither you nor we are legally obliged to comply with any term, condition, undertaking, representation, or promise relating to the Showmax Service or the Content that is not written in these Showmax Terms.
7. Each provision of these Showmax Terms, and each part of any provision, is removable and detachable from the others. As far as the law allows, if any provision of these Showmax Terms, or part of a provision, becomes unenforceable, illegal or invalid, it must be treated as if it was not included in these Showmax Terms, the rest of these Showmax Terms will still be valid and enforceable.
8. In these Showmax Terms, headings are for convenience and not to be used in interpreting these terms, and unless expressly stated otherwise or otherwise required by the context:
  1. references to the singular includes the plural and vice versa;
  2. words in any particular gender include the other genders (male, female and neutral). Reference to a neutral gender (for example 'they' or 'it') include all genders.

3. words or expressions that are defined or capitalised in these Showmax Terms shall have the same meaning wherever used in these Showmax Terms;
4. the word 'including' or 'include' or 'includes' must not be interpreted as limited to the list following the word or excluding other items from a list following the word. The word:
  1. 'including' means 'including but not limited to';
  2. 'include' means 'include but is not limited to'; and
  3. 'includes' means 'includes but is not limited to'.
5. where any number of days is given, those days are counted to exclude the first day but include the last day.

This version of the Showmax service terms and conditions applies from 5 March 2021.