

## Warranties and Limitation of Liability

The warranty provided to you will be on the same terms and conditions as given by the Manufacturer. You may be entitled to have the decoder repaired or replaced subject to the terms of the warranty as provided by the Manufacturer, as may be applicable.

We make no warranty or representation, whether expressly or implicitly –

- As to the functionality of the decoder, or that you will be able to access the SENTECH SOC Ltd (“SENTECH”) services using the decoder, or that such access will be continuous and/or uninterrupted;
- as to the quality of reception by you of the service or any aspect thereof;
- that any software used to provide the service will be error-free, flawless or without fault.

We are, in the absence of our negligence or willful misconduct, or that of any person acting for or controlled by us, not liable -

- to any third person for the content of and/or use of the materials constituting the service, whether provided by SENTECH or a third party, and you agree that the service may contain images and/or content that may be regarded as unsuitable or offensive by some viewers; or
- for any malfunction of the decoder.

## Decoder Functionality Disclaimer

The decoder was manufactured for specific use with SENTECH services and requires the SENTECH signal for full functionality.

## Obsolescence Disclaimer

Digital Satellite Technology is rapidly evolving. Because of this, it is not always possible to predict what the requirements will be in a few years' time. This is particularly true for interactive services. SENTECH does not guarantee that the decoder will be able to run all interactive services in the future.

## Copyright

By reason of the copyright and other intellectual property rights in such material, no data, video or audio content received using the decoder and a SENTECH conditional access smartcard may be copied, re-transmitted, rebroadcast, hired out or sold without written permission from SENTECH.

## Installation Disclaimer

For the decoder to operate, it is required to correctly install and align a satellite dish and a Low Noise Block (LNB) converter. Please refer to manuals provided with your satellite dish and associated equipment if you decide to do the installation yourself.

Each and every installer acts as an independent contractor and is not a servant, subcontractor or agent of SENTECH. SENTECH is, therefore, not liable for loss or damage of any nature whatsoever caused by the conduct of the installer, including but not limited to any direct, indirect or consequential damages of any nature or any loss of profit or other special damages of any nature which the user may suffer as a result of any breach by the installer of any of its obligations to the user.

Any loss or damage to any property of the user or any third party situated on the user's premises even if loss or damage arises out of any part of the installer. SENTECH does not directly nor indirectly warrant or guarantee or make any representations whatsoever with regards to any equipment, including, but not limited to any dish, LNB, or cabling, used by the installer.

SENTECH does not give any warranty or guarantee or make any representation whatever in respect of any work carried out by the installer, or accept any liability for any latent or other defect in any work carried out by the installer.

## DIY Installations Disclaimer

The installation set-up options in the Viewer's Guide do not make provision for all possible set-up variations, nor do they make provision for all the equipment you may wish to connect to the decoder. We recommend that you contact a SENTECH Accredited Installer or the supplier of the specific equipment should you have any queries when doing an installation. SENTECH will not be held responsible for any damage resulting from installations, whether by its agents, SENTECH Accredited Installers, through do-it-yourself or through incorrect usage of equipment.

## Consumer Rights

We draw your attention that you may be entitled to certain consumer rights in terms of the Consumer Protection Act No. 68 of 2008 ("the CPA") and other applicable laws, which are not set out in these Terms and Conditions, but with which we will comply if and to the extent applicable. No provision of these Terms and Conditions is to be interpreted and/or construed as excluding, limiting or waiving any rights which you may have, or avoiding any obligations which we may have in terms of the CPA or any other applicable laws, whether in South Africa or any other country having jurisdiction (unless such laws permit the parties to agree otherwise).

## General

### These Terms and Conditions -

- constitute the sole and complete record of the agreement between you and SENTECH in respect of your access to the services; and
- supersede any previous agreement between you and SENTECH.

Neither you nor SENTECH is bound by any express or implied representation, warranty, undertaking, promise or the like not recorded herein.

Any relaxation or indulgence which SENTECH may show you at any time in regard to this Agreement is without prejudice to, and does not constitute a waiver of, any rights SENTECH may have.

If any provision of this Agreement is found to be wholly or partly invalid, unenforceable or unlawful, then –

- the Agreement will be severable in respect of the provision in question to the extent of its invalidity, unenforceability or unlawfulness; and
- the remaining provisions of the Agreement will remain in full force and effect.

In the event that there is any conflict between the terms and conditions contained in the Owner's Instructions, enclosed with the decoder, and any of the Legal Terms and Conditions contained herein, the terms contained herein shall prevail.

Should there be any fault with the decoder, you may return the decoder to the Dealer, subject always to the terms of the Manufacturer's warranty.

SENTECH may cede its rights in terms of the Agreement to any person without your consent. You may not cede any of your rights or transfer/assign any of your obligations under this Agreement to any person without SENTECH's prior written consent.

This Agreement is subject to, and will be interpreted, implemented and enforced in terms of the laws of the Republic of South Africa.

The parties consent to the jurisdiction of the Magistrate's Court in respect of all proceedings arising out of or pursuant to the Agreement. This notwithstanding, either party may institute proceedings arising out of or pursuant to the Agreement in any division of the High Court of South Africa having jurisdiction or any other forum having jurisdiction.

