



## Terms and Conditions for the Individual Subscriber to GOtv in Kenya

### 1. Introduction

- 1.1. GOtv Kenya Limited provides the digital terrestrial television service, known as GOtv in Kenya.
- 1.2. In this document, we set out our and your rights and responsibilities when you subscribe to GOtv.
- 1.3. Please pay careful attention to the paragraphs that are in **red and bold** as they limit our risk or responsibilities, require you to compensate us for loss or to take on risk or responsibility, or to accept certain facts.
- 1.4. In addition to this document, parts of your relationship with us is controlled by the documents below:
  - 1.4.1. GOtv's data policy, which you can access at [Privacy and Cookie Notice](#). You can also request us to send you a copy of this document. The data policy explains how we collect information about you, why we collect it and how we use it;
  - 1.4.2. Terms and conditions for the use of GOtv equipment, which you can access at [GOtv Hardware](#). These terms and conditions explain the terms of use of the equipment that you will need to access GOtv.

### 2. The service

- 2.1. We offer GOtv through a number of packages at different prices.
- 2.2. You can access a list of packages on offer, their prices and information about the number and type of channels available on each package, at [Packages and Fees](#).
- 2.3. We may sometimes add, remove, change or delay GOtv, or any part of it (**including content and channels**), for any purpose related to the operation of our business. We will do our best to tell you about this in advance.
- 2.4. We may offer additional services to GOtv, subject to any conditions applicable thereto including charges therefore, if any.
- 2.5. You may only access GOtv once we have approved your request, you have paid the relevant fees and you have the necessary equipment. You may only access GOtv in Kenya and for your own personal use.

### 3. Your request for the service

- 3.1. You can sign-up to GOtv by sending us a request for access to the service:

- 3.1.1. electronically; and/or
- 3.1.2. in writing or in person at any of our approved branches or agents; and/or
- 3.1.3. by any other method indicated by us from time to time.
- 3.2. We will ask for some information about you when you make your request. This will include information that identifies who you are, where you live, how you can be contacted and how you will pay for GOtv ("personal information").

#### **4. Our activation of the service**

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

#### **5. Fees**

- 5.1. The fees that you must pay for GOtv include:
  - 5.1.1. the pre-paid subscription fee that we charge for the package that you choose. We may charge this fee for each prescribed period, for a specific period (e.g. a few days, monthly, annually), or for any other period that we may decide from time to time; and/or
  - 5.1.2. an access fee, if you want to view GOtv on more than one device in your household; and/or
  - 5.1.3. fees related to the provision of other value-added services;
  - 5.1.4. taxes which are stipulated by law (and which are subject to change); and/or
  - 5.1.5. any other fees as may be required to enable us to provide the GOtv service and any other value-added services.
- 5.2. We may periodically change the pre-paid subscription fee, access fee and other fees as may be necessary to be charged. You can view an up-to-date list of all the fees that we charge in Kenya by accessing the [GOtv site](#) and selecting Kenya from the drop-down menu.
- 5.3. You will have access to GOtv for the prescribed period that you paid for. Your access to GOtv will run from the date on which you pay your subscription. If the prescribed period ends and we have not received another payment from you, we may disconnect your access to GOtv.
- 5.4. Each period you are granted access to GOtv will be deemed to be a separate contract between you and us and is renewable upon us receiving payment from you and upon these same terms and conditions.

- 5.5. **If you pay us or at any time accrue an amount less than the price of your current or last viewed package, you accept that we can use the money to give you access to a lower package as long as the fees for such a package is not more than the money that you have paid or which has accrued in your account.**
- 5.6. **If you paid for a specific period, and you cancel your access to GOtv before the end of that specific period, it may take 7 days to process your cancellation. We will either keep the balance for the specific period that you did not receive GOtv as a credit in your account or refund you for that period, if you ask us to do so.**
- 5.7. GOtv is not a financial institution or bank and will not be liable for any interest on account credits.
- 5.8. You may pay your fees -
- 5.8.1. in cash at a one of our branches, agents or authorised representatives (for example: supermarkets, retailers or moms and pops);
  - 5.8.2. through direct deposit or electronic transfer;
  - 5.8.3. through a Payment System Provider (these are third parties that own and operate payment systems that assist with the collection of fees, such as QR Code payment systems or mobile money);
  - 5.8.4. through debit order; or
  - 5.8.5. any other mode of collection that we may allow you to use to pay us.
- 5.9. Payment systems may be operated by other parties, called Payment System Providers. None of the Payment System Providers are our employees, subcontractors, agents, intermediaries or representatives, and they are not controlled by us in any way. Each Payment System Provider will have terms and conditions that are specific to its own payment systems. **We are not responsible for any compensation due to any loss caused by your use of their payment system.**

## 6. Equipment

- 6.1. To access and view GOtv, you need to have access to equipment capable of transmitting GOtv. This equipment is sold separately and does not form part of the pre-paid subscription fee (unless otherwise stated by us from time to time).
- 6.2. As technology is constantly evolving, the necessary equipment may change from time to time. An up-to-date list of the equipment approved by us can be accessed at [Packages and Fees](#).
- 6.3. We do not guarantee your access to GOtv if you do not use the equipment approved by us, or if you use outdated equipment, and if it is not installed by an accredited installer. You can view a list of accredited installers in Kenya on the [GOtv site](#).
- 6.4. Installers are independent contractors. None of the accredited installers are our employees, subcontractors, agents, intermediaries or representatives, and they are not controlled by us in any way. **We are not responsible for any damage, loss or injury caused by any installer.**

- 6.5. If you sell or give your equipment to someone else, you must tell us in writing within 7 working days. You must also send us the name and contact details of who you sold or gave the equipment to.
- 6.6. **We are not responsible for any claim by the new owner, including any claim due to the equipment not working.**
- 6.7. **You will be responsible for paying all outstanding fees until we have acknowledged the sale or handover of the equipment and have received the name and contact details of the new owner.**

## **7. Accessing GOtv**

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

- 7.5.6. copy any of the content on GOtv, except if you record content using equipment that we have approved;
- 7.5.7. hire-out, sell, redistribute, relay, retransmit or rebroadcast any of the content on GOtv, including any copy of GOtv that you may have made using the equipment that we have approved;
- 7.5.8. hack, reverse engineer or compromise the security system or other software used in the equipment that we have approved to control access to GOtv; or
- 7.5.9. allow, make it easy for or overlook any other person doing any of the activities that you are not allowed to do; or
- 7.5.10. any other action communicated by us from time to time.

7.6. **You accept that your access to GOtv may be influenced by factors beyond our reasonable control and we will not be responsible for any damage and/or loss suffered by you as a result of such factors.**

## 8. Communicating with each other

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

## 9. Confidentiality and your personal information

- 9.1. You or we may come to know confidential information, which is not available to the public, about each other during our provision of GOtv to you. **We both agree that we will use that confidential information for one purpose only which is to allow you or us to fulfil our obligations in these terms and conditions.**
- 9.2. **You accept that to give you access to GOtv, we will have to collect, use, store and, where necessary, share your personal information. We will only do so in line with our data policy which explains how we will deal with your personal information.** You can get a copy of the data policy at [Privacy and Cookie Notice](#). Please contact us at [enquiries@multichoice.co.za](mailto:enquiries@multichoice.co.za) if you would like a copy

of the data policy, would like more information or have any questions about how we deal with your personal information.

## **10. Ending your subscription to GOtv**

10.1. Your GOtv subscription will be a pre-paid subscription for:

10.1.1. the prescribed period; or

10.1.2. specific period,  
which you paid for.

10.2. You may cancel your subscription to GOtv through any of the ways that you requested access to GOtv, which we listed at 3.1 above. If you do so, other terms in these terms and conditions that deal with cancellation of your subscription will apply.

10.3. If you opt to cancel your GOtv subscription during the prescribed period, you may not receive a refund.

10.4. Your GOtv subscription may end if you do not pay the subscription and related fees as set out herein.

10.5. If you violate any of these terms and conditions, we may cancel these terms and conditions and disable your access to GOtv and/or request that you immediately carry out any of your responsibilities under these terms and conditions. If we do this, we do not give up any other rights that we may have by law, including the right to ask for and get compensation from you.

## **11. Liability**

11.1. If an arbitrator or court finds that you or we have violated these terms and conditions and any person suffers losses because of such violation, the party that violated the terms and conditions must compensate the other party for those losses.

11.2. **You agree that we will have no obligation to compensate you or any person for any loss due to**  
**-**

11.2.1. **your access to and use of GOtv;**

11.2.2. **your or another person's viewing any pictures or hearing any sounds on GOtv that you or that person consider unsuitable or offensive;**

11.2.3. **us cancelling or suspending your access to GOtv as allowed in these terms and conditions;**

11.2.4. **any breakdown or failure of the equipment you use to access GOtv that is not a manufacturing defect, hazard or unsafe feature of that equipment; or**

11.2.5. **any communications between you and us, or with any other person, using GOtv or any equipment you use to access GOtv.**

11.3. Neither you nor we will have a duty to compensate the other party for any punitive, indirect, special, exemplary, incidental or consequential losses.

## **12. General**

12.1. Your subscription to GOtv is considered to be with GOtv Kenya Limited.

- 12.2. We may change all or parts of the terms and conditions in this document. Save for clause 5.2, we will aim to notify you of any amendment to the terms and conditions 30 days before they take effect. If you are unhappy with the new terms and conditions, you may cancel your subscription to GOtv before the new terms and conditions take effect.
- 12.3. This document replaces any previous terms and conditions and/or agreement between you and us in terms of which we agree to give you access to GOtv.
- 12.4. **You confirm that you did not rely on any representation, warranty or undertaking when requesting access to GOtv. This does not limit or restrict any liability arising as a result of fraud.**
- 12.5. If we do not enforce any of our rights in terms of this document, it does not mean that we are waiving that right or any other rights.
- 12.6. If any provision in this document is found to be invalid, the rest of the document will remain in effect.
- 12.7. Neither you or us will be responsible for any violation, delay in performing, or failure to perform your or our obligations in terms of this document if such violation, delay or failure results from circumstances beyond your or our reasonable control.
- 12.8. We may transfer all our rights in this document to any person and at any time.
- 12.9. Subject to the consumer protection laws in force in Kenya where you live, this document will be governed and interpreted by the laws of Kenya. Any disputes will be referred to arbitration in terms of the leading arbitration foundation in Kenya. The arbitration will take place in Kenya where you live and at a location chosen by us.
- 12.10. The following addresses may be used for the service of all notices and processes arising out of this document -
- 12.10.1. GOtv Kenya Limited.: Jamhuri Park, Ngong Road, Nairobi, Kenya; and
- 12.10.2. You: the physical address you last provided to us.
- 12.11. A notice that is actually received by you or by us will be adequate notice even if the notice was not delivered to the address listed in paragraph 12.10 above.