



## Showmax DCB Standard Terms and Conditions

Telkom's standard terms and conditions apply (full details at [www.telkommobile.co.za/terms](http://www.telkommobile.co.za/terms)).

1. These Showmax DCB Standard terms and conditions, as amended by Telkom from time to time in accordance with the provisions of Telkom Mobile's Electronic Communications Service (ECS) license, the Electronic Communications Act 36 of 2005, the Consumer Protection Act, 68 of 2008 or any other applicable legislation, are applicable to the provision and use of this particular Service provided by Telkom to Subscribers.
2. The customer accepts and agrees that these and Telkom's Subscribers terms and conditions become binding on it once Telkom has processed the customer's Application and agreed to provide the customer with the Telkom Services and where applicable the Selected Showmax service.
3. This Service is provided by Showmax. Telkom does not exercise any editorial control over Showmax content and disclaims all liability and warranties for the Showmax service and its content. These Showmax DCB Standard terms and conditions are supplementary to Showmax Service terms and conditions available on <https://www.showmax.com/eng/service> and apply to the use of the Showmax Service together with Showmax Service terms and conditions. Please read these terms and conditions carefully.
4. Showmax 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").
5. Showmax may change the Service plans and the price of the Service from time to time. Changes will be communicated in advance to Showmax customers via any of the following:
  - 5.1. email,
  - 5.2. SMS,
  - 5.3. through a pop-up notice when the customer accesses the Showmax Service,
  - 5.4. the Showmax Website, through a pop-up notice when the customer logs into the account which Showmax creates for the customer after registration to use the Showmax Service ("Showmax Account"),
  - 5.5. or through the software application developed or made available by Showmax for users to access and receive the Showmax Service ("Showmax App").
6. Telkom reserves the right to change, suspend and/or discontinue this add to bill Service, and/or amend these Showmax Terms and Conditions at any time. Once such amendments are published on Telkom's website, they are considered as accepted by the subscriber of the applicable Service.

7. The Showmax DCB service is available as a Value-Added Service to all Telkom customers excluding PSTN (Public Switched Telephone Network), Wholesale DSL (Wholesale Digital Subscriber Line) and Fixed Line Prepaid/Hybrid customers.

8. Billing

8.1. The Service can only be used to settle payment for Showmax subscription, the amounts for which will be billed through the customer's Telkom monthly bill or airtime.

8.2. Showmax subscriptions are billed in advance.

8.3. As far as the law allows, payment of the Monthly Fee is not refundable, and Showmax will not refund or credit you for partially used monthly Subscription Periods.

8.4. Showmax will send customers an email notification 1 (one) day before their monthly subscription anniversary date notifying them of the next subscription billing charge that will be applied to their Telkom bill.

8.5. If the subscription renewal billing is not processed for reasons such as expiration of the payment instrument or insufficient funds on the payment instrument, then Showmax will suspend the subscription until the customer has been successfully billed. Renewal of the access to Showmax service will be processed without delay when the customer has been successfully billed.

8.6. Showmax will attempt to bill a customer for their recurring subscription as follows:

8.6.1. At the time of subscription anniversary date;

8.6.2. 10 minutes after subscription expired;

8.6.3. 1 hour after subscription expired;

8.6.4. 25 hours after subscription expired;

8.6.5. 73 hours after subscription expired.

8.7. No grace period will be applied for billing cycles. Subscription suspend notifications due to unsuccessful billing will be sent after the third attempt which is 1 (one) hour after the subscription was suspended.

8.8. The date that the customer accepted the 1<sup>st</sup> billing and activates the service will be the customer's billing date every month, if the customer selected a recurring subscription until cancelled by yourself or Telkom.

8.9. Once the customer has subscribed to the Showmax service, the customer's Telkom monthly invoice will display their monthly subscription with the appropriate description.

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

## 9. Switching Subscription plans

9.1. The table below provides a detailed explanation of how the billing and credits will be managed when a customer switches from one subscription plan to another.

<b>Current Plan</b>	<b>Change Options</b>	<b>Action taken</b>
<b>Showmax Mobile Plan R49</b>	Showmax Pro Mobile Plan R225	Instant switch, pay now, credit remains in lower plan
	Showmax Plan R99	Instant switch, pay now, credit remains in lower plan
<b>Showmax Mobile Pro Plan R225</b>	Showmax Mobile Plan R49	Delayed switch, pay after current period runs out
	Showmax Pro Plan R449	Instant switch, pay now, credit remains in lower plan
<b>Showmax Plan R99</b>	Showmax Mobile Plan R49	Delayed switch, pay after current period runs out
	Showmax Pro Plan R449	Instant switch, pay now, credit remains in lower plan
<b>Showmax Pro Plan R449</b>	Showmax Plan R99	Delayed switch, pay after current period runs out
	Showmax Pro Mobile Plan R225	Delayed switch, pay after current period runs out
<b>Showmax Mobile Plan R49</b>	Showmax Pro Plan R449	Instant switch, pay now, credit remains in lower plan
<b>Showmax Mobile Pro Plan R225</b>	Showmax Plan R99	Delayed switch, pay after current period runs out
<b>Showmax Plan R99</b>	Showmax Pro Mobile Plan R225	Instant switch, pay now, credit remains in lower plan
<b>Showmax Pro Plan R449</b>	Showmax Mobile Plan R49	Delayed switch, pay after current period runs out

## 10. Subscription Cancellations

Showmax subscription cancellations can be done on the Showmax website via MyAccount. Steps to follow are:

- 10.1. Sign in to [www.showmax.com](http://www.showmax.com);
- 10.2. Go to “MyAccount”;
- 10.3. Select “Manage subscription”;
- 10.4. Click on “Cancel subscription”;
- 10.5. If a customer closes their Telkom account, the next Showmax subscription billing will automatically fail and this subscription will be suspended;
- 10.6. Access to Showmax will continue post cancellation until the existing subscription days run out.

## 11. Technical Parameters for Showmax Mobile

The Showmax Mobile and Showmax Mobile Pro plans are subject to the following product features, that are unlike that of the Showmax and Showmax Pro plans:

- 11.1. Only 1 device can be registered;
- 11.2. Only 1 concurrent stream can be viewed;
- 11.3. Playback is on mobile devices only;
- 11.4. Standard Definition (SD) quality streams only;
- 11.5. Casting and Airplay is disabled, but downloads of Showmax Content are enabled.

## 12. Access Devices and other equipment

- 12.1. 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.
- 12.2. 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.
- 12.3. 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.
- 12.4. 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.

- 12.5. A Subscriber will be able to remove Access Devices from a Showmax Account, which they no longer use or in order to register other Access Devices. Showmax 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. Showmax may change this limitation from time to time.
- 12.6. 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.
- 12.7. These Terms and Conditions apply from 31 January 2021.