

# MTC TV+

## 1. TERMS OF USE

- 1.1. These Terms of Use apply whether you are accessing the Services via a wireless or mobile device, a personal computer or any other technology or device.
- 1.2. These Terms of Use apply to all users of the Services, whether or not you have registered for same ("User", "you" or "your"), and by using the Services you expressly understand, acknowledge and agree to comply with these Terms of Use and any additional terms and conditions that we may provide to you in connection with your use of or access to same, including, without limitation, in connection with related technology (e.g., widgets, plugins, applications, etc.) and other products and services we may offer or make available to you ("Additional Terms"). The Services may also provide rules of participation for certain activities and services, including, without limitation, contests, sweepstakes and other initiatives ("Rules "). The Services' Privacy Policy ("Privacy Policy"), the Additional Terms and the Rules are hereby incorporated into these Terms of Use by reference as though fully set forth herein. To the extent that there is a conflict between these Terms of Use and the Additional Terms, the Additional Terms shall govern. To the extent that there is a conflict between these Terms of Use and the specific Rules for the activity in which you choose to participate, the Rules shall govern. To the extent that there is a conflict among the Terms of Use, the Additional Terms and/or the Rules, the following order of precedence shall apply: first, the Rules, second, the Additional Terms, and third, the Terms of Use.

## 2. PARENTAL ADVISORY

- 2.1. IF YOU ARE A USER UNDER THE AGE OF 13, PLEASE REVIEW THESE TERMS OF USE WITH YOUR PARENTS. THE MTC TV+ SERVICES AND CONTENT (AS DEFINED HEREIN) ARE INTENDED FOR USERS WHO ARE AT LEAST 13 YEARS OF AGE OR OLDER. BECAUSE THE SERVICES MAY PROVIDE ACCESS TO EXPLICIT CONTENT INCLUDING STRONG LANGUAGE OR DEPICTIONS OF VIOLENCE, SEX OR SUBSTANCE ABUSE, PARENTAL DISCRETION IS ADVISED FOR ALL USERS AGES 13 OR YOUNGER. THIS AGREEMENT CONTAINS WARRANTY AND LIABILITY DISCLAIMERS. IF YOU DO NOT AGREE TO THESE TERMS OF USE CONTAINED IN THIS AGREEMENT, YOU ARE NOT AUTHORIZED TO USE THE SERVICES.

## 3. REGISTRATION OF USER ACCOUNT

- 3.1. In order to access and use certain content, features and functionality of the Services, we may require that you (a) register for the applicable Services, whether on the Site, the MTC TV+ and its channels websites or Apps, a Third-Party Platform or otherwise, including, in some instances, creating and/or providing a username and password combination ("User ID") and (b) provide to us and/or make available (e.g., via Third-Party Platform permissions and consents, etc.) certain information, as disclosed in our Privacy Policy, which, together with your User ID, shall be defined as your "User Account".
- 3.2. If you create a User Account, you are responsible for maintaining the strict confidentiality of your User ID, and you shall be responsible for any access to or use of the Services by you or any person or entity using your User ID or User Account, whether or not such access or use has been authorized by you or on your behalf, and whether or not such person or entity is your employee or agent. You agree to immediately notify MTC TV+ of any unauthorized use of your User ID or User Account. It is your sole responsibility to control the dissemination and use of your User ID and User Account, control access to your User ID and User Account, and cancel your User Account on the Services.
- 3.3. We reserve the right to deny access, use and registration privileges to any User of the Services if we believe there is a question about the identity of the person trying to access any account or element of the Services. MTC TV+ shall not be responsible or liable for any loss or damage arising from your failure to comply with this Section.

## 4. MTC TV+ USER CONDUCT

- 4.1. You are solely responsible for your conduct on and in connection with the Services. We want to keep the Services safe and fun for everyone and the use of the Services for unlawful or harmful activities is not allowed. You represent, warrant and agree that, while using the Services, you shall not:
  - Intentionally or unintentionally engage in or encourage conduct that would violate any applicable local, state, national or international law, rule, regulation, judicial or government order or treaty or give rise to civil liability or violate or infringe upon any intellectual property, proprietary, privacy, moral, publicity or other rights of ours or of any other person or entity;
  - Submit, post, email, display, transmit or otherwise make available on, through or in connection with the Services any material or take any action that is or is likely to be unlawful, harmful, threatening, abusive, tortious, defamatory, libellous, deceptive, fraudulent, invasive of another's privacy or publicity rights, harassing, profane, obscene, vulgar or that contains explicit or graphic imagery, descriptions or accounts of excessive violence or sexual acts (including, without limitation, sexual language of a violent or threatening nature directed at another individual or group of individuals), contains a link to an adult website or is patently offensive, promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;



- Submit, post, email, display, transmit or otherwise make available on, through or in connection with the Services any material that you do not have a right to make available under any law, rule or regulation or under contractual or fiduciary relationships, or otherwise creates a security or privacy risk for any other person or entity;
- Engage in or encourage conduct that affects adversely or reflects negatively on MTC TV+ or any of its channels or affiliates, the Services, our goodwill, name or reputation or causes duress, distress or discomfort to us or anyone else, or discourage any person or entity from using all or any portion, features or functions of the Services, or from advertising, linking or becoming a supplier to us in connection with the Services;
- Submit, post, email, display, transmit or otherwise make available on, through or in connection with the Services any material that contains a software virus, worm, spyware, Trojan horse or other computer code, file or program designed to interrupt, impair, destroy or limit the functionality of any computer software or hardware or telecommunications equipment in any manner;
- Except as expressly permitted herein, use the Services for commercial or business purposes, whether or not for financial or any other form of compensation or through linking with another website or webpage;
- Modify, disrupt, impair, alter or interfere with the use, features, function, operation or maintenance of the Services or the rights or use or enjoyment of the Services by any other user;
- Impersonate any person or entity, including, without limitation, an MTC TV+ official, or falsely state or otherwise represent your affiliation with a person, entity or User Posting (as defined herein), transmit or otherwise make available on, through, or in connection with the Services false or misleading indications of origin, information or statements of fact;
- Forge headers or otherwise manipulate identifiers to disguise the origin of any content transmitted on, through or in connection with the Services, including User Postings (as defined herein);
- Solicit user passwords or Personal Information (as defined in the Privacy Policy) for commercial or unlawful purposes, solicit Users for commercial or unlawful purposes, or engage in spamming, flooding, harvesting of email addresses or other personal information, "spidering", "screen scraping," "phishing", "database scraping," or any other activity with the purposes of obtaining lists of Users or other information;
- Use or launch any automated systems, including, without limitation, "spiders," "robots," "offline readers," or similar data-gathering and extraction tools that access the Site and/or Services.

4.2. Any violation of these provisions may result in the immediate termination of your right to use the Services. You agree that you have the authority, under the laws of the state, province or jurisdiction in which you reside, to provide these representations.

4.3. Notwithstanding the foregoing, MTC TV+ grants the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of, and solely to the extent necessary for, creating publicly available searchable indices of the materials, but not caches or archives of such materials.

4.4. MTC TV+ reserves the right to revoke these exceptions either generally or in specific cases.

4.5. MTC TV+ reserves the right to investigate and take appropriate legal action against anyone who, in MTC TV+'s sole discretion, violates, or is suspected of violating, this Section, including, without limitation, reporting you to law enforcement authorities.

## 5. TERMS OF SALE

5.1. Certain products, services, and content may from time to time be made available to you ("you" or "User") by MTC TV+ or their affiliates (referred to herein as "us", "we", or "MTC TV+") in connection with the website(s) available at <http://www.mtctvplus.com>, MTC TV+'s network of websites and software applications, its channels or other products or services offered by MTC TV+ (the "MTC TV+ Services"). By purchasing products, services, or content, including any purchases made as a gift to another user, through the MTC TV+ Services that link to these Terms of Sale ("Ancillary Products and Services"), you signify that you have read, understand, and agree to be bound by the Terms of Sale in effect at the time of purchase ("Terms of Sale"). Your purchases of Ancillary Products and Services and your use of the MTC TV+ Services are also governed by MTC TV+'s Terms of Service ("Terms of Service"), into which these Terms of Sale are incorporated by reference. For the avoidance of doubt, Section 15 (Disputes) of the Terms of Service, including its sub-sections for Indemnification, Disclaimers; No Warranties, Limitation of Liability, Applicable Law and Venue, and Dispute Resolution; Binding Arbitration, and Section 16 (Miscellaneous) also apply to your purchases of Ancillary Products and Services and your use of those purchases on the MTC TV+ Services.



5.2. These Terms of Sale are subject to change without prior written notice, at MTC TV+'s sole discretion. If MTC TV+ changes these Terms of Sale, and we provide notice, we may do so by sending an email, posting a notice on the MTC TV+ Services, or updating the "Last Updated" date above. Please check these Terms of Sale periodically for those changes. Any modified terms will apply to any purchase made after such changes are posted on the MTC TV+ Services. Therefore, you should review these Terms of Sale prior to each purchase so you will understand the terms applicable to such transaction. If you do not agree to these Terms of Sale, do not make any purchases on the MTC TV+ Services.

5.3. PLEASE READ THESE TERMS OF SALE AND THE TERMS OF SERVICE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS, AND A DISPUTE RESOLUTION CLAUSE THAT GOVERNS HOW DISPUTES WILL BE RESOLVED.

5.4. MTC TV+ Purchase Qualifications & Account Security

- To make a purchase on the MTC TV+ Services, you must be a registered MTC TV+ user, which includes any of the MTC TV+ official channels, and comply with these Terms of Sale and the Terms of Service. You acknowledge that you are responsible for maintaining the security of, and restricting access to your account and password, and you agree to accept responsibility for all purchases and other activities that occur under your account. MTC TV+ sells its Ancillary Products and Services only to those users who can legally make purchases with a credit card, debit card, mobile money, DCB or 'Direct Carrier Billing' or make payments using your mobile phone credit or phone account, PayPal, Apple Pay, Google Pay, Stripe or any payment service that may be added by MTC TV+ from time to time. If you are between the ages of 13 and 18 or younger (or the legal age of majority in your country or state of residence), you may make purchases on the MTC TV+ Services only with the permission of a parent or guardian. MTC TV+ reserves the right to refuse or cancel orders or terminate accounts at any time in its sole discretion.

## 6. SUBSCRIPTION SERVICE TERMS

6.1. MTC TV+ may offer certain Ancillary Products and Services in connection with the MTC TV+ Services on a subscription basis with recurring payments ("Subscription Services") as disclosed to you when you subscribe to any Subscription Services. Subscription Services may renew automatically, and you agree that we are authorized to charge you for payment on a recurring basis prior to each renewal. You agree that your Subscription Service will renew continuously until you cancel it. MTC TV+ reserves the right to discontinue or modify any subscription fee payment option. If we discontinue or modify a subscription payment option, we will provide notice of such discontinuance or modification by email or through the MTC TV+ Services in advance of the next billing date. If you are signing up under any promotional subscription fee, some additional restrictions may apply. These restrictions, if any, will be provided to you before you sign up for the applicable Subscription Service that is subject to the promotion.

6.2. You are responsible for all charges incurred under your account. MTC TV+ reserves the right to deactivate Subscription Services to your account if payment is past due, regardless of the dollar amount or regardless of the amount in any other local currency MTC TV+ may have presented locally at the time in your country of purchase.

## 7. SUBSCRIPTION SERVICES AND AUTOMATIC PAYMENTS

7.1. If you choose a Subscription Service (including any pre-paid subscription option, gift subscription, or channel subscription that reverts to a monthly payment plan at the expiration of the pre-paid period), you hereby grant MTC TV+ permission to automatically charge the subscription fee to your chosen payment method at the beginning of each applicable payment period until you cancel the Subscription Service. Your access, or the gift recipient's access, to the Subscription Services will not be established until MTC TV+ has verified that the credit card, payment via your mobile phone account, your mobile phone airtime credit, mobile money or other payment information you provide MTC TV+ for payment is accurate and that your payment method account is in good standing.

7.2. You further agree that MTC TV+ may charge any other applicable fees for the MTC TV+ Services or Ancillary Products and Services, if disclosed to you in connection with your purchase, to your payment method, including any early termination fee.

7.3. You are required to keep your billing information current, complete, and accurate (for example, if you move, be sure to update your billing address, and if you get a new credit/debit card, make sure you update the card number and/or expiration date), if you change or update your mobile phone number, account or network provider make sure you update your phone number and network details on your profile or directly with MTC TV+ and notify MTC TV+ if your selected payment method is cancelled (e.g., for loss or theft).

7.4. MTC TV+ reserves the right to suspend or terminate your access to any Subscription Service that is a part of the MTC TV+ Services without notice upon rejection of any charges or if your payment method (or its agent or affiliate) seeks return of payments previously made to MTC TV+ when MTC TV+ believes you are liable for the charges.

## 8. CANCELLATION OF SUBSCRIPTION SERVICES

8.1. You may cancel your Subscription Service at any time by selecting the "Do Not Renew" or "Cancel Subscription" option under your subscription settings in the relevant MTC TV+ Services. MTC TV+ may cancel your Subscription Service by giving you notice by email or through the MTC TV+ Services.

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8.2. Either party's cancellation under the prior paragraph is effective at the end of the current payment period and your Subscription Services will continue until the end of the current payment period. You will not receive a refund for the payment period in which you submit your cancellation.

### 8.3. GIFTS OF A SUBSCRIPTION, ADHOC, SVOD OR TVOD SERVICE

- You may, at any time that you have a MTC TV+ account, purchase a Subscription Service so that you can gift certain services to named MTC TV+ users or viewers or to an unnamed MTC TV+ community member including, but not limited to: advertisement-free viewing of the channel where applicable, access to the subscriber-only chat mode, or "Gifted Services". You may purchase these Gifted Services at tiered values in accordance with the level of benefits you wish to gift to the MTC TV+ user, either an existing registered user or new users not yet subscribed or registered with MTC TV+ or any of its channels. In the event that you make such a purchase, the Gifted Service (and the recipient's ability to use it) will begin immediately upon completion of your payment in accordance with the process set out in Subscription Service - Automatic Payments.
- Once your Gifted Service has been established, MTC TV+ will notify your gift recipient(s) that you have purchased the Gifted Services for their benefit and enjoyment, and that they may enjoy the benefit of the Gifted Services immediately, and for as long as the fixed-term of the Gifted Subscription Service lasts; provided that at all times during such term your gift recipient(s) have a valid MTC TV+ account. Your Gifted Service will run from the time of your purchase to the expiry of the fixed-term for that Gifted Service, regardless of when or whether your gift recipient(s) receive(s) notification that the Gifted Service have become available. All use and enjoyment of the Gifted Service by your gift recipient(s) will terminate when your Gifted Service expires. If your gift recipient breaches MTC TV+'s Terms of Services applicable to them for their use and enjoyment of the MTC TV+ Services following your gift, their use of the MTC TV+ Services may be terminated at MTC TV+'s sole discretion. Nothing in these 'Terms of Sale' shall entitle any gift recipient(s) to any right of enforcement against MTC TV+.
- MTC TV+ reserves the right to deactivate any User from any MTC TV+ Services for any reason or no reason. Once a User has been deactivated, any Digital Content accumulated by that User will be forfeited and may not be reinstated.

## 9. MTC TV+ EXTENSIONS

9.1. Ancillary Products and Services that MTC TV+ may offer include certain physical or digital goods offered via the MTC TV+ Extensions program. This program allows broadcasters to embed interactive, custom content and applications, which are often provided by third-party developers, on their channel pages, through which physical items may be purchased by Users or future MTC TV+ digital items.

## 10. REFUND POLICY

10.1. When you make a purchase on or receive a gift through the MTC TV+ Services, including in third-party Extensions, you have immediate access to, and use of, the Ancillary Products and Services you have purchased. Accordingly, except as detailed in these Terms of Sale, to the extent permitted by applicable law, cancellations are not permitted after a purchase of subscription services, and we do not offer any refunds or credits, including, without limitation, fees for Subscription Services. MTC TV+ reserves the right to modify this refund policy as set forth below at any time.

10.2. Any refunds for Premium Livestream Concerts or shows tickets or Livestream access passes will be at the discretion of the organiser and depending on the circumstance may deduct booking fees or reasonable costs incurred to date. No refund will apply if you are refused admission to the event because fail to qualify for attendance. If an event is cancelled or postponed, and depending on the circumstance, we or the Event Organiser shall provide a notice on the Event Organiser's website or contact you to inform you of the relevant refund or exchange procedures for that event. Refunds shall be issued using the same method of payment that was used to purchase the tickets. If a credit card was used to make the refunded purchase, then only that actual credit card will receive the credit for the refund. If your mobile phone number was used to pay with your mobile phone credit or mobile money, the refund will be sent back to the same number you used for the purchase and will receive the credit.

## 11. PAYMENT METHOD AND TERMS

11.1. You understand that the MTC TV+ Wallet or your MTC TV+ Profile lists your available payment methods, including any MTC TV+ gift cards that you have redeemed. Your MTC TV+ Wallet does not hold funds but is a mechanism for tracking and accessing your payment methods, including tracking your MTC TV+ gift card balance.

11.2. We accept payment through major credit cards, certain debit cards, PayPal, DCB or Direct Carrier Billing direct from your mobile phone credit or mobile phone account via MTC Namibia (Mobile Telecommunications Company Namibia), select mobile money services and/or such other payment methods we may make available to you from time-to-time through our site ("Payment Methods"). You are subject to all terms and conditions of the Payment Method you choose. By submitting an order through the MTC TV+ Services, you represent and warrant that you are authorized to use the designated Payment Method and authorize MTC TV+, or its designated payment processor, to charge the Payment Method you specify for the purchase amount, including all taxes and fees. All payments are to be made in Namibian Dollars or United States Dollars, except where other currencies are offered via the Payment Methods made available by MTC TV+.



- 11.3. PLEASE NOTE: Our payment processing partners may request that you provide certain personal data (e.g., a valid government-issued ID, your legal name, address, mobile phone number, and date of birth) for the purpose of making payment through its financial institutions and complying with applicable international, national, federal, state, and local laws and regulations. They may also communicate directly with you regarding any issues with a payment.
- 11.4. If a purchase has been declined online due to issues with your Payment Method, we may suspend or cancel your order automatically. You are responsible for resolving any problem we encounter in order to proceed with your purchase. If the transaction is not accepted online, please contact customer support via the email address made available to you in connection with the purchase. For customer support on purchases on the MTC TV+, you may use **support@MTCTVPlus.com** or contact the MTC Call Centre.
- 11.5. MTC TV+ may impose an additional transaction fee based on transactions associated with the MTC TV+ Services, including a transaction fee applied to purchases from third parties. Such transaction fee will be disclosed to you prior to your consummation of the relevant transaction.

## 12. REGIONAL PRICING

- 12.1. MTC TV+ may implement regional pricing programs in order to help all viewers support their favourite creators. MTC TV+ may determine your eligibility for regional pricing using information such as your IP address, payment method location, self-reported residence, and indicators of fraudulent activity (such as unusual transaction volume). You agree that you will not misrepresent your place of residence (for example, by using a VPN) to fraudulently qualify for these pricing programs.

## 13. THIRD-PARTY TERMS

- 13.1. Your purchase and enjoyment of Ancillary Products and Services may be subject to additional third-party legal terms. For example, we may make available end user license agreements of third-party developers and publishers with respect to the sale of digital content on the MTC TV+ Services. You are bound by such third-party legal terms, and we encourage you to read them.

## 14. DELIVERY

- 14.1. With respect to Ancillary Products and Services you purchase in connection with the MTC TV+ Services, you acknowledge and agree that upon making such Ancillary Products and Services available to you (or to their intended authorized recipients), MTC TV+ will have fully satisfied its obligation to deliver or otherwise provide such products, services, or content, regardless of any failure or inability to use such products, services, or content.

## 15. SERVICE DESCRIPTIONS AND AVAILABILITY

- 15.1. MTC TV+ and its suppliers and licensors continually upgrade and revise the MTC TV+ Services to provide you with new Ancillary Products and Services. MTC TV+ may revise, discontinue, or modify Ancillary Products and Services at any time without prior notice to you, and Ancillary Products and Services may become unavailable without notice. MTC TV+ shall have no liability of any kind if an Ancillary Product or Service that has been ordered is unavailable. If necessary, MTC TV+ reserves the right to cancel an order or substitute an Ancillary Product or Service of equal or greater value when a product, service, or content is unavailable. For example, for pre-paid purchases of multi-month channel subscriptions, in the event a channel stops being available, MTC TV+ is unable to offer you a refund but, upon request, will upgrade you to an All-Access subscription to its other channels for the number of months remaining on your original subscription.
- 15.2. We attempt to be as accurate as possible and eliminate errors on the MTC TV+ Services; however, we do not warrant that any Ancillary Products and Services or description, photograph, pricing, or other information of a product, service, or content is accurate, complete, reliable, current, or error-free. In the event of an error, whether on the MTC TV+ Services, in an order confirmation, in processing an order, delivering an Ancillary Product or Service, or otherwise, we reserve the right to correct such error and revise your order accordingly if necessary (including charging the correct price) or to cancel the order and refund any amount charged. In addition, we may, in lieu of a refund as provided in this paragraph, opt to provide you with a service credit, with a value equal to the amount charged to your payment method. MTC TV+ reserves the right to determine and modify from time to time the exact nature of any such service credit, including conversion into one or more different types of Ancillary Products and Services credits. Your sole remedy in the event of an error is to cancel your order and obtain a refund or credit as set forth above.

## 16. TAXES

- 16.1. You are responsible for any applicable national, state, your country of citizenship or residence, or local sales or use taxes, value added taxes ("VAT") or similar taxes or fees payable in connection with your purchase of any products, services, or content for yourself or as a gift. As the purchaser of a subscription or digital good for another party as a gift, taxes, or other fees on that transaction will be calculated based on your country of residence. If you do not pay such sales or other tax or fee on a transaction, you will be responsible for such taxes or fees in the event that they are later determined to be payable on such sale, and MTC TV+ reserves the right to collect such taxes or other fees from you at any time. All MTC TV+ customer end prices are inclusive of Namibian VAT charges.



## 17. CONTENT RIGHTS

- 17.1. As between you and MTC TV+, MTC TV+ owns, solely and exclusively, all rights, title and interest in and to the Services and all content contained and/or made available on, through or in connection therewith (the "Content"), either in outright perpetuity or in exclusive license agreement between MTC TV+ and related 3rd party content providers, subject to the exclusions for User Postings. All such Content is protected, without limitation, under Namibian, South African and U.S. Federal and State, as well as applicable foreign laws, rules, regulations and treaties. The term "Content" includes, without limitation, all video (and the sound recordings and musical compositions embodied therein), artwork, photographs, illustrations, graphics, logos, copy, lyrics, text, computer code, data, user interfaces, visual interfaces, information, materials, and all copyrightable or otherwise legally protectable elements of the Services, including, without limitation, the design, selection, sequence, look and feel, and arrangement of the Services, and any copyrights, trademarks, service marks, trade names, trade dress, patent rights, database rights and/or other intellectual property and/or proprietary rights therein (including with respect to any content contained and/or made available in any advertisements or information presented to you via the Services).
- 17.2. Except as expressly set forth herein, the Services are to be used solely for your non-commercial, non-exclusive, non-assignable, non-transferable, and limited personal use and for no other purposes. You must not alter, delete, or conceal any copyright, trademark, service mark or other notices contained on the Services. Except as authorized by these Terms of Service and/or set forth in Additional Terms (e.g., Services that allow for the use of embeddable or viral features, etc.), you shall not, nor shall you allow any third party (whether or not for your benefit or otherwise) to, reproduce, modify, create derivative works from, display, perform, publish, distribute, disseminate, broadcast or circulate to any third party (including, without limitation, on or via a third-party website or platform), or otherwise use any Content without the express, prior written consent of MTC TV+. Any unauthorized or prohibited use of any Content may subject you to civil liability, criminal prosecution, or both, under applicable federal, state, local laws, or applicable foreign laws, rules, regulations and treaties.
- 17.3. We require users to respect our copyrights, trademarks, and other intellectual property rights and shall aggressively enforce the same to the fullest extent of the law, including seeking criminal prosecution. We likewise respect the intellectual property of others. If you believe that the Services contains elements that infringe your copyrights in your work, please follow the procedures set forth below. Moreover, the framing or scraping of or in-line linking to the Services or any Content contained thereon and/or the use of web crawler, spidering or other automated means to access, copy, index, process and/or store any Content made available on or through the Services other than as expressly authorized by us is prohibited. You further agree to abide by exclusionary protocols (e.g., Robot.txt, Automated Content Access Protocol (ACAP), etc.) used by us in connection with the Services.

## 18. USER POSTINGS

- 18.1. The Services may provide you and other Users with an opportunity to participate in blogs, web communities and other message, comment and communication features and may provide you with the opportunity to submit, post, email, display, transmit or otherwise make available photographs, graphics, comments, reviews, links, materials, ideas, opinions, messages, playlists and other information via the Services (each, a "User Posting", and collectively, "User Postings"). By submitting User Postings, you acknowledge and agree that the term "User Posting" also includes, without limitation, and refers to all of the information you submit, or we may receive that is related to your User Posting.
- 18.2. You understand, acknowledge and agree that all User Postings are the sole responsibility of the User that submitted the User Posting. This means that you are solely and entirely responsible for the consequences of all User Postings that you submit, upload, post, email, display, transmit or otherwise make available.
- 18.3. User Postings do not reflect the views of MTC TV+ and you understand that by using the Services, you may be exposed to other people's User Postings that could be offensive, indecent or objectionable and, as such, MTC TV+ does not guarantee the accuracy, integrity, quality or content of any User Postings. Under no circumstances shall MTC TV+ be liable in any way for User Postings, including, without limitation, errors or omissions in any User Postings, or any loss or damage of any kind incurred as a result of any User Postings submitted, uploaded, posted, emailed, displayed, transmitted or otherwise made available, including as set forth.
- 18.4. We have the right, but not the obligation, to review any User Posting and to delete, remove, move, edit or reject, without notice to you, for any reason or for no reason whatsoever; provided, however, that MTC TV+ shall have no obligation or liability to you or any third party for failure to do so or for doing so in any particular manner.
- 18.5. You grant to MTC TV+ the unqualified, unrestricted, unconditional, unlimited, worldwide, non-exclusive, irrevocable, perpetual and royalty-free right, license, authorization and permission, in any form or format, on or through any media or medium and with any technology or devices now known or hereafter developed or discovered, in whole or in part, to host, cache, store, maintain, use, reproduce, distribute, display, exhibit, perform, publish, broadcast, transmit, modify, prepare derivative works of, adapt, reformat, translate, and otherwise exploit all or any portion of your User Posting, for any purpose whatsoever (including, without limitation, for any promotional purposes) without accounting, notification, credit or other obligation to you, and the right to license and sub-license and authorize others to exercise any of the rights granted hereunder to MTC TV+, in our sole discretion. For the avoidance of doubt, the rights, licenses and privileges described in these Terms of Use and granted to MTC TV+ shall commence immediately upon submission of your User Posting and shall continue thereafter perpetually and indefinitely, regardless of whether or not you use the Services or have created or maintain a User Account or User ID.



- 18.6. MTC TV+ does not acquire any title or ownership rights in User Postings. After you submit, post, email, display, transmit or otherwise make available any User Posting on or in connection with the Services, you continue to retain any such rights that you may have in such User Posting, subject to the rights, licenses and privileges granted herein. You also represent, warrant and covenant that you own the User Posting or otherwise have the right to grant the rights, licenses and privileges described in these Terms of Use and to perform and comply with all of the requirements set forth herein;
- 18.7. Your submission, uploading, posting, emailing, displaying, transmission and/or making available of User Postings does not violate these Terms of Use, any rights of any other party or entity, any of your obligations, any law, rule or regulation or infringe upon, misappropriate or violate any intellectual property, proprietary, privacy, moral, publicity or other rights of any party or entity;
- 18.8. You are not a minor and you have the legal right and capability to enter into these Terms of Use and perform and comply with all of its terms and conditions or, if you are a minor, your parent or legal guardian has agreed to these Terms of Use on your behalf; and
- 18.9. You hold and shall continue to hold all the ownership, license, proprietary and other rights necessary to enter into, authorize, grant rights and perform your obligations under these Terms of Use and shall pay for all royalties, fees, and any other monies owing to any person or entity by reason of your User Postings.

## 19. DATA AND WIRELESS ACCESS CHARGES

- 19.1. Certain MTC TV+ Apps and other Services may require data access, and the provider of data access (e.g., network operator, wireless carrier, etc.) for your device may charge you data access fees in connection with your use of such MTC TV+ Apps and other Services, including, without limitation, wireless carrier messaging and other communication, messaging and data fees and charges. Under no circumstances will MTC TV+ be responsible for any such data access fees and charges in connection with your use of any MTC TV+ Apps or other Services, including wireless internet, email, text messaging or other charges or fees incurred by you (or any person that has access to your device, telephone number, email address, User Account or other similar information). Further, the use or availability of certain MTC TV+ Apps and other Services may be prohibited or restricted by your wireless carrier and/or data access provider, and not all MTC TV+ Apps and other Services will work with all wireless carriers, networks, platforms, services or devices.

## 20. ASSIGNMENT

- 20.1. These Terms of Use, and any rights, licenses and privileges granted herein, may not be transferred or assigned by you without MTC TV+'s prior written consent. We may freely assign or transfer these Terms of Use. These Terms of Use (including all incorporated terms) inures to the benefit of and is binding upon you and us, and our respective legal representatives, successors, and assigns.

## 21. INDEMNITY

- 21.1. You agree to release, defend, indemnify and hold harmless MTC TV+, its successors and assigns, directors, officers, employees, representatives, agents, licensors, related companies, suppliers, licensors, service providers, affiliates, and partners, and the officers, directors, employees, agents, and representatives of each of them (collectively, the "MTC TV+ Entities") from any and all claims, liabilities, damages, losses, costs and expenses (including reasonable attorneys' fees), arising in any way out of or in connection with:
- Your use of the Services;
  - Your breach or violation these Terms of Use or;
  - Your User Postings;
  - Third-Party Platforms, Third-Party Services, or your relationship with any Third Party.
- 21.2. We will promptly notify you of any such claim. MTC TV+ Entities reserve the right, at their own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you and all negotiation for its settlement or compromise (as applicable), and in each such case, you agree to fully cooperate with us upon our request.

## 22. GOVERNING LAW

- 22.1. Entire Agreement / Severability. These Terms of Use, including all terms incorporated by reference, contain the entire understanding and agreement between you and MTC TV+ concerning the Services and your use thereof, and supersedes any and all prior or inconsistent understandings relating to the Services and your use thereof. These Terms of Use cannot be changed or terminated orally. If any provision of these Terms of Use is held to be illegal, invalid or unenforceable, this shall not affect any other provisions and these Terms of Use shall be deemed amended to the extent necessary to make it legal, valid and enforceable.
- 22.2. These Terms of Use and your use of the Services are governed by, construed, and enforced in accordance with the internal substantive laws of the Republic of Namibia.

## 23. MISCELLANEOUS

- 23.1. MTC TV+ is the seller of record of Ancillary Products and Services unless otherwise disclosed in connection with a particular Ancillary Product or Service.



23.2. These Terms of Sale and the Terms of Service constitute the entire agreement between you and MTC TV+ regarding your purchases of Ancillary Products and Services and your use of those purchases on the MTC TV+ Services, superseding any prior agreements between you and MTC TV+ relating to such purchases. In the event of a conflict between these Terms of Sale and the Terms of Service, the Terms of Sale shall be controlling.

## 24. QUERIES

24.1. Please visit our Help Desk for more information, contact [support@MTCTVplus.com](mailto:support@MTCTVplus.com) or contact the MTC Call Centre.