



Terms and Conditions for the Individual Subscriber to GOtv in Mozambique

1. Introduction

- 1.1. GOtv Moçambique, SA provides the digital terrestrial television service, known as GOtv in Mozambique.
- 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, 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 these documents below:
 - 1.4.1. GOtv's data policy, which you can access at [Privacy and Cookie Notice](#) on the www.gotv.com website or you can also request us to send you a copy of this document.
 - 1.4.2. Terms and conditions for the use of GOtv equipment, which you can access at [GOTV Hardware](#) on the www.gotv.com website, where will find 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 prices](#) on the website www.gotv.com.
- 2.3. We may sometimes add, remove, change or delay GOtv content or channels, for any purpose related to the operation of our business.
- 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.
- 2.6. You may only access GOtv in Mozambique 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 mean indicated by the company.

- 3.1.4. When you make your request, we will ask for some personal information relating to your identification, residence, contacts and means of payment for the service.
- 3.1.5. Your request may be rejected or accepted based on the analysis of the personal information you provide.

4. 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. Activation of the subscription for the requested package is carried out after approval and payment of the respective fees for any of the prescribed periods, which can be consulted at [Pacotes e preços](#) on the website www.gotv.com.
- 4.3. If your personal information changes, you must tell us as soon as possible.
- 4.4. If you do not update your personal information, GOtv will use the information that you last gave us and you may not hold us responsible for using that information.

5. Fees

- 5.1. The fees that you must pay for GOtv include:
 - 5.1.1. the subscription fee for the chosen package, which is prepaid and corresponds to a certain period of use of the services;
 - 5.1.2. an access fee, if you request services on more than one device in your household; and/or
 - 5.1.3. fees related to the provision of other value-added services; and/or
 - 5.1.4. taxes which are stipulated by law; 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, as communicated prior to being charged.
- 5.2. You can view an up-to-date list of all the fees that we charge in Mozambique by accessing the GOtv site and selecting Mozambique from the drop-down menu.
- 5.3. You will have access to GOtv for the paid period which will run from the date on which you pay your subscription, after which we may disconnect your access to GOtv until the next payment.
- 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 accrue an amount less than the price of your current or last viewed bouquet, you may be suggested to use it to access a lower package.**
- 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 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. You may pay your fees -

- 5.7.1. in cash at a one of our branches, agents or authorised representatives;
- 5.7.2. through direct deposit or bank transfer or electronic transfer;
- 5.7.3. through a Payment System Provider (these are third parties that own and operate payments systems that assist with the collection of fees, such as QR Code payment systems or mobile money);
- 5.7.4. debit order; or
- 5.7.5. any other mode of collection.

5.8. Payment systems may be operated by other parties, referred to as Payment System Providers who are service providers and have terms and conditions specific to their payment systems.

5.9. **GOTv is not responsible for any compensation due to any failures loss caused by your use of their payment system, but it shall collaborate for the identification of such failures as well as probable refunds.**

6. Equipment

- 6.1. To access and view GOTv, you need to have access to equipment capable of transmitting GOTv.
- 6.2. This equipment is sold separately and does not form part of the pre-paid subscription fee (unless otherwise provided, from time to time).
- 6.3. 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 [GOTV Hardware](#).
- 6.4. We do not guarantee your access to GOTv if you do not use the equipment approved by us.
- 6.5. **GOTV recommends the use of accredited installers in Mozambique, you can consult the list by accessing the GOTv website and selecting Mozambique from the drop-down menu.**
- 6.6. If you sell or give your equipment to someone else, you must tell us in writing within 7 working days, in order to allow us to update the personal data in our system.
- 6.7. **We are not responsible for any claim by the new owner, including any claim due to the equipment not working, if the change of ownership of the equipment has not been communicated.**
- 6.8. **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 fees;
 - 7.1.2. use equipment that we have approved;
 - 7.1.3. live in a single residential unit; and
 - 7.1.4. use GOTv at the physical address that you gave us when you asked us for access to GOTv.
- 7.2. With regards to intellectual property rights, namely, the software, pictures, sounds, signals or other works, designs or symbols that make up GOTv or the GOTv equipment is owned or licensed to us.

- 7.3. You must not access GOtv nor allow that anyone produces or use the GOtv equipment in a way that violates any of our or licensor's intellectual property rights, and the provisions of the legislation on the protection of intellectual property rights are applicable.
- 7.4. 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.
- 7.5. **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.**
- 7.6. If we do not upload all or some 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.
- 7.7. You must use GOtv in line with these terms and conditions. You must not do or try to do any of the following:
- 7.7.1. access any part of GOtv that we have not given you permission to access;
 - 7.7.2. use GOtv, or any part of it, for any commercial purpose;
 - 7.7.3. 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;
 - 7.7.4. charge any person a fee to access any part of GOtv;
 - 7.7.5. copy any of the content on GOtv, except if you record content using a decoder that we have approved;
 - 7.7.6. 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 a the equipment that we have approved;
 - 7.7.7. Hack, reverse engineer or compromise the security system or other software used in the equipment that we have approved to control access to GOtv;
 - 7.7.8. Allow, make it easy for or overlook any other person doing any of the activities that you are not allowed to do; or
 - 7.7.9. Any other action communicated by us from time to time.
- 7.8. **Access to GOtv may be influenced by force majeure and acts of God, so the company will not be liable for any damages and/or suffered by you as a result of such factors.**

8. Communication

- 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, as soon as you 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 and you agree **to be bound**.

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 at any of the other details listed on the GOtv site for Mozambique.

9. Confidentiality and your personal information

9.1. The information shared between the parties is confidential and must be treated and used for the sole purpose of allowing each party to fulfil its obligations under 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.**

9.3. You can get a copy of the data policy at [Privacy and Cookie Notice](#). Please contact us at enquiries@gotv.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 is a prepaid for:

10.1.1. the subscribed period; or

10.1.2. the specific period for which you have paid.

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 choose to cancel your GOtv subscription within the prescribed period, you may not receive a refund, except for reasons attributable to GOtv.

10.4. Your GOtv subscription may terminate if you do not pay the related fees as set forth 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 carryout 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**
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11.2.1. your or another person's viewing any pictures or hearing any sounds on GOtv that you or that person consider unsuitable or offensive; or

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

12. General

- 12.1. Your subscription to GOtv is considered to be with GOtv Africa Holdings B.V.
- 12.2. We may change all or parts of the terms and conditions in this document and, save for clause 5.2, we will 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 and we will communicate the subscribers.
- 12.9. Subject to the consumer protection laws in force in Mozambique where you live, this document will be governed and interpreted by the laws of Mozambique.
- 12.10. Any disputes will be referred to arbitration in terms of the leading arbitration foundation in Mozambique. The arbitration will take place in Mozambique where you live and at a location chosen by us.
- 12.11. The following addresses may be used for the service of all notices and processes arising out of this document -
 - 12.11.1. GOtv Moçambique, SA: Avenida Marginal, No.141, Rani Towers, 5th Floor, Maputo; and
 - 12.11.2. You: the physical or mail address you last provided to us.
- 12.12. 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 12.11 above.