

TERMS AND CONDITIONS OF SERVICE

1. Definitions

- 1.1. **“Ad hoc Fees”** means fees due by the Customer to Teljoy EasyFix arising from repairs performed at the Customer’s request that fall outside of the ambit of Teljoy EasyFix’s Service obligations and any other fees or charges due in terms of this Agreement.
- 1.2. **“Agreement”** means the Agreement between Teljoy EasyFix and the Customer for the Service by Teljoy EasyFix of the Appliance listed belonging to the Customer, which Agreement shall be governed by these terms and conditions as amended from time to time.
- 1.3. **“Appliance/s”** means a consumer electronic appliance nominated by a Customer for Service Cover in terms of this Agreement.
- 1.4. **“Audio-visual Appliances”** means appliances generally used by consumers for audio-visual entertainment, such as televisions, decoders, home theatres and smart televisions, but excludes any item defined as ICT Appliances.
- 1.5. **“Beyond Economical Repair”** means an Appliance that Teljoy EasyFix believes will cost more to repair than the market value of the Appliance.
- 1.6. **“Customer”** means the person whose Appliance Teljoy EasyFix has agreed to maintain on the terms and conditions set out in this Agreement.
- 1.7. **“Fee/s” or “Service Fee/s”** means the Fee payable by the Customer to Teljoy EasyFix in consideration for Teljoy EasyFix providing Services to the Customer, which Fee is required upfront to ensure consistent cover.
- 1.8. **“ICT Appliances”** means appliances generally used by consumers in the processing of data or communication, such as laptops, personal computers, tablet devices and smart phones.
- 1.9. **“In-home Service”** means the despatch of a technician to the Customer’s home to repair or evaluate the repair of an Appliance and / or the removal of the Appliance from the Customer’s home for the purpose of repairing the Appliance.
- 1.10. **“Kitchen Appliances”** means appliances generally found in consumers’ kitchens such as refrigerators, stoves, dishwashers, washing machines, tumble dryers and microwave ovens.
- 1.11. **“Schedule”** means a print-out from Teljoy EasyFix’s computer systems from time to time upon which the details of the Customer, the Appliance/s and the fees payable by the Customer to Teljoy EasyFix are described.
- 1.12. **“Service” or “Maintain”** means the performance of the necessary repairs to restore the Appliance/s to working order during the currency of this Agreement.
- 1.13. **“Service Agent”** means a sub-contractor to Teljoy EasyFix that Teljoy EasyFix has contracted to collect, deliver or repair an Appliance.
- 1.14. **“Service Area”** means the area within a fifty (50) kilometre radius of each of Teljoy EasyFix’s service agents from time to time.
- 1.15. **“Service Product”** means a matrix of maintenance services and bundles that Teljoy EasyFix may offer from time to time permitting the Customer to nominate an Appliance to be maintained to the extent provided by the manufacturer of the product by Teljoy EasyFix in consideration for the

corresponding Fee. The Service Product allows for maintenance of your product for a maximum period of three (3) years after the manufacturer's warranty has lapsed.

1.16. **“Technical Failure”** means a failure of a mechanical part of the Appliance due to latent defect or as a result of normal wear and tear.

1.17. **“Teljoy EasyFix”** means Film Fun Holdings (Pty) Ltd and its successors in title and assigns.

1.18. **“Year”** means twelve calendar months from the beginning of the month in which the Service Agreement is signed, and then each subsequent period of twelve calendar months.

2. Service Products

2.1. Single Appliance Service

2.1.1. The Customer may nominate an Appliance for Service against payment of the agreed Fee.

2.2. Additional Options

2.2.1. Teljoy EasyFix may, from time to time, add additional ancillary services to its Service Product offering and these terms and conditions will apply, mutatis mutandis.

3. Duration

3.1. The Teljoy EasyFix Service Product offering may provide the Customer with different options with regard to the duration of this Agreement, including but not limited to:

3.1.1. A once-off service Fee commencing at the sale. Fees are collected up-front for the maintenance period.

3.2. Notwithstanding anything to the contrary, Teljoy EasyFix may give one calendar months' notice of termination to the Customer at any time.

3.3. Three years over and above manufacturer's warranty.

4. Service

4.1. Teljoy EasyFix hereby agrees to maintain the Appliance/s for the duration of this Agreement, subject to these terms and conditions and in particular the exclusions and exceptions set out therein.

4.2. To this end, Teljoy EasyFix will provide, at no additional cost to the Customer, labour and parts which Teljoy EasyFix, in its sole discretion considers necessary to restore the appliance to working order following a Technical Failure.

5. Fees, Payment & Duration

5.1. The Service Fee is a once-off fee, payable in advance.

5.2. Ad-hoc Fees, as defined in cl 6 below, shall be paid to Teljoy EasyFix by the Customer, on request.

5.3. The customer shall be entitled to cancel the maintenance contract as long as the customer gives written notice to Teljoy EasyFix within 7 days of the purchase of the maintenance contract and Teljoy EasyFix confirms that notice within 30 days.

5.4. In the event of the customer cancelling the maintenance contract, Teljoy EasyFix shall refund the customer within 21 days.

6. Administration and Ad-hoc Fees

6.1. Teljoy EasyFix shall be entitled to bill the Customer with the following administration fees:

6.1.1. A Fee of R500 (five-hundred Rand) if a Teljoy EasyFix Service Agent performs a service call but the repair obligation is excluded in terms of this Agreement, and particularly in the case of flat batteries or power failures.

6.1.2. A Fee of R500 (five hundred Rand) where access is denied to the Teljoy EasyFix Service Agent notwithstanding that a time period for the in-home service has been arranged.

6.2. Where the repair falls outside of Teljoy EasyFix's obligations in terms of this Agreement and the Customer requests Teljoy EasyFix to attend to the repair anyway, Teljoy EasyFix shall, in addition to any other fees payable, be entitled to hold the Customer liable with the agreed cost of the repair quoted by Teljoy EasyFix and accepted by the Customer.

7. General Extensions and Exclusions

7.1. The extensions and exclusions set out in this clause apply to all Appliances, regardless of the product category into which they fall.

7.2. Teljoy EasyFix's Service obligation includes:

7.2.1. Email and telephonic access to Teljoy EasyFix's technical service call centre during office hours.

7.2.2. Telephonic support and fault diagnosis.

7.2.3. In-Home Service unless specified otherwise in the relevant product category or where the Customer's home is outside of the Service Area.

7.2.4. Physical repairs to the Appliance to correct a Technical Failure of the Appliance.

7.2.5. Re-connection of any Appliance disconnected or removed for repair.

7.3. Technical Failure excludes, inter alia, the following:

7.3.1. Any use of the Appliance for a purpose or duration for which it is not commonly intended to be used.

7.3.2. Any use of the Appliance for commercial or business purposes.

7.3.3. Any accident to neglect, abuse or misuse of the Appliance, including missing parts or defective discs or other media.

7.3.4. Moisture, water damage, corrosion, rust, or other environmental factors.

7.3.5. Rodents, insects or other pestilence.

7.3.6. Acts of God, including lightning.

7.3.7. Electrical surge, including as a result of load shedding.

7.3.8. Tampering with or repair by any non-Teljoy EasyFix approved person.

7.4. Teljoy EasyFix's Service obligation excludes:

7.4.1. Any software-related service requests.

- 7.4.2. The electricity supply to the Appliance, including the wiring from the plug socket to the Appliance.
- 7.4.3. Cosmetic parts, such as the exterior of the Appliance or any cabinet containing the Appliance.
- 7.4.4. Speakers, amplifiers, sub-woofers, clocks, pilot lights.
- 7.4.5. Batteries globes, bulbs, filters or other consumable items.
- 7.4.6. Any ancillary device connected to the Appliance such as a decoder, personal computer, games console, home theatre, external speakers, external hard drives etc.
- 7.4.7. Routine cleaning of any moving parts such as DVD lasers or filters on dishwashers, tumble dryers and washing machines.
- 7.4.8. Tuning or re-tuning of any appliance or ancillary appliance unless required as part of a repair.
- 7.4.9. After-hours call-outs.
- 7.4.10. Any interaction with Multichoice, or any other provider with regard to the connection of smart cards or account queries.
- 7.4.11. The repair of any Appliance subject to a manufacture or distributor recall.
- 7.4.12. The repair of any Appliance not correctly listed in the Schedule.
- 7.4.13. Defects that pre-date the inception of the Service Agreement that were known or should reasonably have been known to the Customer.
- 7.5. The Customer agrees that Teljoy EasyFix shall not be required to keep any parts removed from any Appliance separate, nor to provide any such parts to the Customer.
- 7.6. If the Customer disputes whether a repair falls within one of the exclusions listed in this Agreement, then the dispute shall be referred to a qualified technician nominated by Teljoy EasyFix, who shall act as an expert and whose decision shall be final and binding on Teljoy EasyFix and the Customer.
- 7.7. For the avoidance of doubt, Teljoy EasyFix will not consider the following categories of Appliances:
- 7.7.1. Appliances used for commercial purposes e.g. Pubs, conferences, advertising, cooking schools etc.
- 7.7.2. Rear-screen projection televisions and other outmoded technology.
- 7.7.3. Appliances that are “grey” or parallel imports and appliances that are not supported by the local representatives of imported appliances.
- 7.7.4. Appliances situated outside the borders of the Republic of South Africa.
- 8. Specific Exclusions**
- 8.1. The exclusions set out in this clause apply to all relevant Appliances and Appliance Categories, but are listed here under particular categories for ease of reference.

8.2. Audio-visual Appliances – Service Excludes:

8.2.1. Service of any antennae, aerial, satellite dish, LNB or cabling to the Appliance.

8.2.2. Any tapes, DVD's or data stored on any hard drive or storage medium of any kind, it being acknowledged that repairs to hard drives / swap-outs of PVR devices are likely to result in recorded data and programmes being deleted.

8.3. Kitchen Appliances – Service Excludes:

8.3.1. Plumbing required between the water supply of the home and the Appliance.

8.3.2. Gas leaks in refrigerators or freezers, which in the opinion of Teljoy EasyFix cannot be repaired.

8.3.3. Light bulbs, glass shelves or icemakers in a refrigerator.

8.3.4. Drain hoses and water supply hoses.

8.3.5. Damage caused by foreign objects, blocked filters, pumps and drains.

8.3.6. Damage caused by freezing.

8.4. ICT Appliances – Service Excludes:

8.4.1. Software or data loss or corruption of any kind, whether due to viruses, malware or as a result of the Technical Fault, it being acknowledged that the Customer is obliged at all times to ensure that the Appliance is protected from viruses and other malware and that the Customer's data is fully backed up.

8.4.2. Reconstitution, retrieval, backing up or transferring any data on an appliance regardless of whether the fault relating to the device has deleted or corrupted data or that repairs to the appliance are likely to delete the data or where hard drives or other memory media need to be replaced.

8.4.3. In-home Service where the appliance in question is of a portable nature such as a laptop, tablet, game console and the like; the Customer is required to bring such appliances to Teljoy EasyFix's nominated service agent.

8.5. Satellite Decoders – Service Excludes:

8.5.1. Problems related to Multichoice data download.

8.5.2. Connectivity due to bouquet changes done by Multichoice.

8.5.3. TV points other than 1 point for single decoders or 2 points for Xtra view.

8.5.4. Remotes and batteries.

8.5.5. TV links and remote blasters.

8.5.6. Loss of recordings or data due to repairs or exchange of decoders.

8.5.7. Installations not complying with Multichoice standards (example underground cables).

8.5.8. Double storey houses where the dish is not accessible via a normal 3-meter ladder.

8.5.9. Communal dish and installations.

8.5.10. Service other than the satellite Feed connection (example Netflix, Showmax or any internet services).

8.5.11. Accessories like Routers etc.

8.5.12. Relocation of satellite dish due to obstructions etc. trees.

8.5.13. Insurance type claims (Lightning, Fire, Storm and Theft).

9. Service Levels

9.1. The Customer is required to request maintenance (no later than 30 days after the fault becomes evident) by calling Teljoy EasyFix's call-centre during office hours and providing the call centre agent with, inter alia, the following details:

9.1.1. The Service Contract number.

9.1.2. Updated contact numbers and confirmation of physical address.

9.1.3. The serial number of the Appliance that requires repair.

9.1.4. A full description of the reason that the Appliance requires repair.

9.2. Teljoy EasyFix will endeavour to respond to a request for maintenance within a reasonable time of the request being received, which shall depend on the nature of the request, type of appliance, time of day that the request was received, service area and availability of appropriate parts.

9.3. Where the Appliance is located outside of Teljoy EasyFix's Service Areas from time to time, in-home Service shall not apply and Service will instead be provided on a "Carry-in" basis.

9.4. Teljoy EasyFix will endeavour to repair the Appliance within a reasonable time after the initial response; however, the repair time is dependent on the availability of spare parts.

9.5. Teljoy EasyFix shall not be obliged to repair any appliance where, in the reasonable opinion of Teljoy EasyFix, the appliance is Beyond Economical Repair. In this event, Teljoy EasyFix shall be entitled, but not obliged to:

9.5.1. Declare the Appliance to be Beyond Economical Repair; and

9.5.2. A replacement option available at the time shall be offered to the Customer at a Fee determined by the age of the appliance as follows:

9.5.2.1. 1 year into the warranty = 90% of the replacement cost;

9.5.2.2. 2 years into the warranty = 80% of the replacement cost; or

9.5.2.3. 3 years into the warranty = 70% of the replacement cost.

9.5.3. No refund of the Agreement or Fee shall be considered in these circumstances.

10. Breach

10.1. Without prejudice to any other claims and remedies that Teljoy EasyFix may have against the Customer, Teljoy EasyFix may cancel and terminate this Agreement with immediate effect if the Customer breaches any term of this Agreement and remains in breach for a period of ten days from the date upon which Teljoy EasyFix notified the Customer.

10.2. Notification shall mean the despatch by Teljoy EasyFix of a notification, whether in the form of an email, SMS, telephone call or otherwise to such an address provided by the Customer to Teljoy EasyFix from time to time.

11. General

11.1. The Customer is responsible for the procurement of all licences or other compliance with any procedures required to use the Appliance, including but not limited to television licenses required under the Broadcasting Act and compliance with RICA.

11.2. Due to the difficulty of estimating repair times and traffic conditions, it is not possible to give accurate estimates for response, repair or appointments. Accordingly, all times referred to in this Agreement, including but not limited to response times, repair times and appointments shall be approximate estimates and the Customer agrees not to hold Teljoy EasyFix liable for or to claim for any losses, particularly of a consequential or pure economic nature.

11.3. If the Customer is not a Consumer as defined in the Consumer Protection Act, then all risk in and to the Appliance from damage, loss or theft shall remain vested in the Customer for the duration of this Agreement.

11.4. If the Customer is a Consumer as defined in the Consumer Protection Act, then all risk in and to the Appliance from damage, loss or theft shall remain vested in the Customer for the duration of this Agreement unless such loss, damage or theft is proved to have arisen from the gross negligence of Teljoy EasyFix or its appointed Service Agent.

11.5. This Agreement, the Schedule and any appendices hereto, constitute the sole record of the Agreement between Teljoy EasyFix and the Customer with regard to the appliance, and Teljoy EasyFix shall not be bound by any representation, warranty, or implied term not recorded herein.

11.6. No addition to, variation or consensual cancellation of this Agreement shall be of any force and effect unless reduced to writing and signed on behalf of Teljoy EasyFix. No indulgence which Teljoy EasyFix may grant to a Customer shall constitute a waiver of any of Teljoy EasyFix's rights.

11.7. Teljoy EasyFix may, without notice, cede and assign its rights and obligations under this Agreement, either absolutely or as collateral security to any person or entity whereupon the Customer shall hold the Equipment on behalf of such person instead of Teljoy EasyFix and, if required, make the maintenance payments to that person or entity.

11.8. The Customer may not cede or assign his rights in terms of this Agreement without the prior written consent of Teljoy EasyFix.

11.9. The Customer hereby indemnifies Teljoy EasyFix against any loss or damage suffered by Teljoy EasyFix arising out of or in connection with the Customer's use of the Appliance/s from whatever cause and against any claims of whatever nature that may be instituted against Teljoy EasyFix arising from the use of the Appliance/s and any consequential loss or damage arising from the foregoing.

11.10. The Customer recognises that Teljoy EasyFix is entitled to assess its existence, details and propensity to pay and accordingly consents to Teljoy EasyFix accessing relevant databases for the purposes of assessing this and to Teljoy EasyFix providing information to such databases on the Customer's propensity to pay monies due to Teljoy EasyFix.

11.11. Teljoy EasyFix shall be entitled to amend this Service Agreement by giving 30 (thirty) days' notice by email or post to the Customer's last known address.