

TERMS AND CONDITIONS FOR ACCESSING AND/OR USING THE WEBSITE.

PLEASE NOTE IN PARTICULAR THE CLAUSES IN THESE TERMS AND CONDITIONS WHICH MIGHT LIMIT OUR RISK OR LIABILITY, REQUIRE YOU TO INDEMNIFY US OR TO ASSUME RISK AND LIABILITY FOR CERTAIN ISSUES, OR TO ACKNOWLEDGE CERTAIN FACTS.

Introduction

1. These Terms and Conditions are the general terms and conditions that apply to your access and use of the Website.

2. By accessing the Website, you agree that you have read, understood and agree to be bound by the Terms and Conditions which are posted on the Website at the time of such access and as amended from time to time.

3. Additional terms and conditions may apply to particular information, content, services, applications or any other aspect of the Website or to products and/or services provided by us ("Additional Terms").

4. No provision in these Terms and Conditions is to be interpreted or construed as excluding or waiving any rights which you may have in terms of the ECT Act, the CPA or any other applicable laws.
Definitions and interpretation

5. In these Terms and Conditions the following terms will have the following meanings:

5.1 "Affiliate" in relation to AzamTV means any person which is –

5.1.1 controlled by AzamTV

5.1.2 controls AzamTV; or

5.1.3 is under common control with AzamTV;

5.2 "CPA" means the Consumer Protection Act, 2009;

5.3 "Data message" has the meaning assigned to it in the ECT Act;

5.4 "ECT Act" means the Electronic Communications and Transactions Act, 2002;

5.5 "AzamTV", "we" or "us" means Azam Media Limited and any other person (including any legal person) to which that company may transfer its rights, obligations and interest in terms of this Agreement;

5.6 "Registered User" means a person who has registered for access to the restricted pages on the Website;

5.7 "Subscription Agreement" means the agreement between AzamTV and its Subscribers, as amended from time to time, which sets out the terms and conditions on which the Subscriber is authorised to access the AzamTV Pay TV service in exchange for payment of the applicable subscription fee;

5.8 "Terms and Conditions" means the terms and conditions set out in this document, as amended from time to time;

5.9 "Third Party Website" means any website which is not owned and/or controlled by AzamTV

5.10 "User" or "you" means a person who accesses or uses the Website; and

5.11 "Website" means the websites located at <http://www.azamtv.com> and any other URL used by us from time to time.

6. Any reference in the Terms and Conditions:

6.1 to the singular includes the plural and vice versa; and
6.2 to one gender includes the other gender.

Hardware, software and Internet access

7. It is your responsibility to acquire and maintain, at your expense, the computer hardware and software, telecommunications facilities and Internet access service ("IT facilities") in order to access and use the Website.

8. You must ensure, prior to accessing the Website at any time, that:

8.1 the Website is compatible with your IT facilities; and

8.2 your IT facilities are sufficient in order for you to access and use the Website.

9. We will not be responsible for your inability to access and/or use the Website, either optimally or at all, if you do not comply with clauses 7 and 8 of the Terms and Conditions.

10. You agree not to access, or attempt to access, the Website by any means other than through the interface that is provided by us.

Allowed use and license

11. You may only access and use the Website, or any of the information or materials provided on the Website, in a lawful manner, for your private or educational purposes, and in accordance with the Terms and Conditions.

12. You may not access or use the Website, or any of the information or materials on the Website, for any commercial or other non-private purposes ("commercial purposes") without our prior written consent.

Cost of Website access

13. Subject to these Terms and Conditions, you may access this Website for free. However, access to some or all of the pages on the Website may be restricted to Registered Users.

14. Notwithstanding clause 13, we may, in future, charge you to access and/or use the Website, or any aspect thereof, provided that we will give you prior notice of such change on the Website.

Caching

15. You may cache the Website provided that:

15.1 the purpose of the caching is to make the onward transmission/download of the content from the Website more efficient;

15.2 you do not modify, reproduce, interfere with the cached data/content in any manner whatsoever, or otherwise use the cached data/content in a manner not authorised by us in these Terms and Conditions; and

15.3 you update, or remove from your computer system, the cached data/content if we request you to do so.

Hyperlinks from Third Party Websites

16. We may provide hyperlinks to Third Party Websites. Such links do not necessarily imply any endorsement, agreement with, or support for, the information on or content of those Third Party Websites.

17. We do not editorially control the information or content on those Third Party Websites and neither we nor our Affiliates will be responsible in any manner whatsoever, for your access, or inability to access, such Third Party Websites, or for any information or content made available on or through such Third Party Websites, or for any loss, liability or damage which you may suffer as a result of access to a Third Party Website through a link on the Website.

Hyperlinks to Website

18. Subject to these Terms and Conditions, you may hyperlink to the Website from another website.

19. When you hyperlink to the Website from another website, you do so at your own risk.

20. Any person who provides a hyperlink to the Website must meet the requirements in clauses 31.1 to 31.6.

Framing

21. No person may frame the Website in any manner without our prior written consent.

Searching

22. Other than bona-fide search engine operators and the use of the search facility provided on the Website no person may use, or attempt to use, any technology or applications (such as web crawlers, web spiders, robots, harvesting bots or scrapers) to search the Website for any purposes without our prior written consent.

User postings on Website

23. You may post your personal opinions, messages and ideas on the discussion forums on the Website.

24. You undertake not to post any information or content onto the Website that is, or may be, unlawful, defamatory, harassing, obscene, personal/commercial advertising/marketing material, profane, untrue, false, incorrect, misleading, infringes the privacy rights, intellectual property rights or any other rights or interests of ours, our Affiliates or of a third party, or is harmful in any way. Without limiting the generality of this clause, you agree that you will not upload, post or otherwise transmit any content that includes any of the following:

24.1 any personal information belonging to you or another person;

24.2 spam/unsolicited communications, including advertisements for other websites and/or services, chain letters, pyramid schemes, polls or petitions;

24.3 flooding the forum boards with excessive posts, meaningless posts, posts unrelated to the topic or padding posts;

24.4 discussions that veer off topic, are unrelated to resolving the issue at hand, are repetitive or campaigning, that promote products or services from other providers, or abuse any company, product or service;

24.5 unfounded or vexatious complaints about us, our Affiliates or our policies or practices;

24.6 attacks (including "Flaming") of another user in such a way as to incite or perpetuate arguments or conflict; creating usernames to attack other users' identities; impersonating other individuals or falsely representing one's identity or qualifications; posts made under secondary user names or other aliases for the purpose of either endorsing or denigrating others; posts that breach any participant's privacy by including that participant's personal information;

24.7 posting a link or otherwise directing other Website users to any information or content that, if posted on the Website would contravene these Terms and Conditions;

24.8 Include URLs of third party websites which may contain offensive or unlawful material;

24.9 Discussions regarding pending court cases in Tanzania;

24.10 Advice that would result in a breach of any AzamTV product or equipment warranties;

24.11 advice that would result in a breach of the Subscription Agreement or any of the Additional Terms;

24.12 advice that, if followed, could result in injury or harm.

25. We may manage the postings on the Website to provide an orderly presentation of this information, to ensure that postings comply with these Terms and Conditions, and for any other reason we consider appropriate, although we will have no obligation to do so.

26. We may modify, refuse to post or remove any content posted by you, although we will have no obligation to do so.

27. You are encouraged to report to us information or content on the Website that you believe contravenes clause 24.

28. To effectively manage the Website, we may designate employees or other persons to act as moderators and administrators for the Website ("Moderators"). You agree to comply with directions from us or the Moderators regarding your access to and use of the Website.

29. Notwithstanding the provisions of clause 27 and 28, we are not responsible for any information or content posted by your or third parties on the Website.

30. If you post any information or content onto the Website, you will be responsible for any loss, liability or damage that we or our Affiliates may suffer, directly or indirectly as a result of your posting to the Website.

Use of articles on Website of electronic clipping or personalised news services

31. You may, subject to these Terms and Conditions, use any of the articles on the Website in electronic clipping services or personalised news services only if such electronic clipping service or personalised news service:

- 31.1 does not copy or provide the entire article as it appears on the Website, but provides only a short, accurate description of the contents of the article;
- 31.2 provides a correct and functioning hyperlink to the article on the Website;
- 31.3 acknowledges the Website as the source of the content;
- 31.4 acknowledges writers, journalists, photographers and any other third parties as they are acknowledged on the Website;
- 31.5 indicates the date on which the article was sourced from the Website; and
- 31.6 includes the following copyright notice: "© Azam Media Ltd. All rights reserved".

Security

32. You may not, whether intentionally or negligently, do, or attempt to do, anything to interfere with or disrupt the Website, or compromise the security or stability of the Website, including, without limitation, by delivering, or attempting to deliver, any damaging code (such as computer viruses, worms and Trojan horses) or other damaging or destructive component to the Website, or the server and computer network that support the Website.

33. You must take all reasonable steps to prevent compromising the security and stability of the Website. Privacy

34. The terms of our privacy policy are incorporated in these Terms and Conditions, and you agree to be bound by that policy as if its provisions have been included in these Terms and Conditions in full.

35. Our privacy policy is available here.

Intellectual property rights and domain name use

36. All intellectual property on the Website, including but not limited to software, information, content, design elements, databases, text, graphics, drawings, images, icons, logos, trade names, service marks and hyperlinks, whether registered or not ("the intellectual property") is the property of, or is licensed to, us or our Affiliates.

37. These Terms and Conditions should not be construed as granting you any license or right to use the intellectual property without our prior written consent.

38. Without limiting the scope of clause 37, you specifically undertake not to copy, reproduce, modify, reverse engineer, adapt, publish, sell, distribute, transmit, broadcast, disseminate, exploit, or in any other way unlawfully use the intellectual property, or any aspect thereof.

39. All our intellectual property rights are expressly reserved.

Disclaimers

42. In clause 44, references to AzamTV, "we", or "us" includes our directors, officers, employees, agents, representatives, intermediaries and Affiliates.

43. Information, ideas and opinions expressed on the Website should not be regarded as our professional advice or official opinion, and you are encouraged to obtain professional advice before

taking any course of action related to the information, ideas or opinions provided on the Website.

44. By advertising any products/services on the Website, we invite you to make an offer to acquire the relevant products/services.

45. In the event that you make an offer, we may accept the offer, in which case we will take additional positive action to demonstrate our intention to accept the offer.

Product details and changes thereto

48. Prior to making any decisions or entering into any agreements or transactions, you should confirm the relevant details, such as the nature, description, content and cost of the products and services (e.g. subscription fees, equipment, cost of hardware, bouquet structures) via the AzamTV Call Centre.

49. We also draw to your attention that our products and services (and any aspect thereof, including the nature, content, features and pricing) are subject to change from time to time. The updated details will appear on the Website from time to time.

Pricing

50. The prices for the various products and services we offer are specified on the Website and are subject to change. We will display the updated prices on the Website from time to time.

51. Reference to a "subscription price" or "subscription fee" on the Website means the subscription fee, including VAT, but excluding any hardware used to access any service provided by us and the installation of that hardware, and insurance.

52. The following terms used in relation to decoder prices will have the following meaning wherever they appear on this Website:

52.1 "Fully installed" means the price of the decoder, satellite reception equipment, cabling and the labour for installation ; and

52.2 "Stand alone" means the price of the decoder only.

53. All decoder prices quoted on the Website are recommended retail prices and exclude insurance and subscription fees.

Time, place, manner and attribution of data messages

54. The parties agree to the following:

54.1 Data messages addressed by you to us will be deemed to have been received by us only if we respond thereto or acknowledge receipt thereof.

54.2 Data messages addressed by us to you will be deemed to be received by you when the complete data message enters an information system designated or used by you for that purpose and is capable of being retrieved and processed by you.

54.3 Data messages addressed by you to us or vice versa will be deemed to have been created and sent from Dar Es Salaam, Tanzania.

54.4 Authentication methods such as electronic signatures or encryption techniques are not required for purposes of communications between you and us.

54.5 Any data messages that are sent by you to us from a computer, IP address or mobile device normally used by or owned by you will be deemed to have been sent to us by you, or on your behalf by a person duly authorised by you.

Amendment and termination

55. You agree that we may from time to time:

55.1 change these Terms and Conditions;

55.2 vary the information, content, services, applications or any other aspect of the Website;

55.3 discontinue any aspect of the Website or information, content, services and applications on the Website; and

55.4 change the IT facilities required to access and use the Website or the information, content, services and applications on the Website.

56. Such a change will not affect our or your rights and obligations in respect of a transaction or agreement between us which is already complete at the time of such change.

57. All permissions granted in these Terms and Conditions are provided on a non-exclusive and non-transferable basis.

58. We may terminate the Website, or any aspect thereof, at any time.

59. Clauses 34 and 35 concerning our privacy policy, clauses 36 to 39 concerning our intellectual property, and the provisions of clause 44 will survive the termination of these Terms and Conditions for any reason whatsoever.

Entire agreement and variation

60. These Terms and Conditions, as amended by us from time to time, constitute the entire agreement between us and you in relation to its subject matter and supersede any previous agreement between you and us.

61. In the event that any provision detailed herein is found to be unenforceable or invalid for any reason, such terms or conditions will be severable from the remaining terms and conditions, and the remaining terms and conditions will remain enforceable and applicable.

Communications

62. When you register on the Website, we will check our systems to confirm whether you have requested not to receive communications from us regarding our products and/or services. If you do not wish to receive such communications from us, please call our call centre or use the "unsubscribe"

options set out in any direct marketing communications which we send you.

Consumer rights

63. We draw to your attention that you may be entitled to certain consumer rights in terms of the ECT Act and/or the CPA and other applicable laws.

64. No provision of these Terms and Conditions is to be interpreted or construed as excluding, limiting or waiving any rights which you may have, or avoiding any obligation which we may have, in terms of the ECT Act, the CPA or any other applicable laws, whether in Tanzania or any other country having jurisdiction (unless such laws permit the parties to agree otherwise).

Applicable and governing law

65. The Website is hosted, controlled and operated from the United Republic of Tanzania.

66. These Terms and Conditions are subject to, and will be interpreted, implemented and enforced in terms of the laws of the United Republic of Tanzania.

67. Subject to clauses 70 to 73, the parties consent to the jurisdiction of the Magistrate Courts in respect of all proceedings arising out of or pursuant to these Terms and Conditions. The parties may, in their discretion, institute any proceedings arising out of or pursuant to these Terms and Conditions in any division of the High Court of Tanzania having jurisdiction.

Legal costs

68. We will not be responsible for any costs incurred by you to obtain professional advice relating to these Terms and Conditions.

Breach

69. Without prejudice to any other rights we may have, we may claim damages from any person who contravenes these Terms and Conditions and as a result of which we suffer any loss, liability, harm or damage.

70. Any relaxation or indulgence which we may show to you from time to time or any failure by a party to exercise or enforce any right or provision of these Terms and Conditions is without prejudice to and does not constitute a waiver of any right or provision either in these Terms and Conditions or any law. No waiver will be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

Amendment of Terms and Conditions

71. We may amend the Terms and Conditions from time to time.

72. If we amend the Terms and Conditions, we will post the amended terms and conditions on the Website.

73. Subject to clause 78, the amended Terms and Conditions will become effective immediately once they are posted on the Website, and any subsequent use of the Website will be governed by the Terms and Conditions effective at the time of such access and use.

74. Each time you access the Website you agree to be bound by the version of the Terms and Conditions posted on the Website at the time. You are advised to regularly check these Terms and Conditions for any amendments.

75. If we amend the Terms and Conditions, the amendment will not affect any transaction already in force between you and us at the time of the coming into operation of the amendment, or any rights or obligations which you or we may have in terms of an existing transaction.