

VIEW4ALL.TV'S TERMS AND CONDITIONS OF WEBSITE USE AND SERVICES

By accessing or using www.view4all.tv or any of its related blogs, websites, applications or platforms (collectively, "**the Website**"), owned by View4all.tv(reg: 2019/557961/07 ("**View4All**")) or any of its Services, you agree that you have read, understood and agree to be bound to the terms and conditions contained herein ("**Terms**"), in conjunction with any additional View4All terms particularly applicable to you and the Services you utilise. All rights in and to the content of the Website remain at all times expressly reserved by View4All.

Please see View4All's distinct sections on Privacy, Intellectual Property, and Disclaimers & Indemnities.

Please read these terms carefully before accessing or using the Website or Services. View4All will assume you have read and understood these terms should you continue to access or make use of the Website.

It is important to note the following:

- The terms "**user**", "**you**" and "**your**" are used interchangeably in these Terms and refer to all persons accessing the Website or using the Services for any reason whatsoever. Accordingly, the terms "**us**", "**our**" or "**we**" refers to View4All or its possession.
- Not all terms are necessarily defined in order.
- These terms were last updated on 07 May 2021

1. INTRODUCTION TO THE WEBSITE AND SERVICES

- 1.1. View4All provides an online platform providing various services, including but not limited to providing users with free streaming content accessed via our viewing Wi-Fi networks placed throughout South Africa (collectively, the "**Services**").
- 1.2. These Terms explain the conditions applicable to how users must make use of the Website and the core provisions applicable to a user's use of any Services derived from View4All. Depending on the exact Services used, a user may also need to conclude additional agreements with View4All, which agreements will contain more specific details and/or conditions relating to the exact Service acquired, including exact services and fees to be expected.
- 1.3. In order to use most of the Services, users must register on the Website using the prompted methods and submit any required information to create a user Profile.
- 1.4. The Website and these Terms are subject to change without notice. These Terms are updated or amended from time to time and will be effective upon View4All uploading the amended Terms to the Website. Your continued access or use of the Website constitutes your acceptance to be bound by the Terms, as amended. It is your responsibility to read these Terms periodically to ensure you are aware of any changes.
- 1.5. Unauthorised use of the Website may give rise to a claim for damages and/or be a criminal offence.

2. RELATIONSHIP BETWEEN THE PARTIES

- 2.1. Your use of the Website or the Services is entirely at your own risk and based on your own volition and expertise.
- 2.2. View4All does not create the content hosted on the Website, but distributes it for consumption by our users. Accordingly, do not contact us for the creation of content.

3. USER REGISTRATION PROCESS

- 3.1. In order to make use of all of the View4All Services, you must complete the necessary registration process detailed on the Website and acquire a Profile. Each user shall have only one (1) Profile and agrees to provide accurate, current and complete information during the registration process and to update such information as and when it changes.
- 3.2. Once registered, the user is allocated a unique Profile which is under their control and which can be manipulated by the relevant Profile owner using the various tools made available on the Website. Some of the features of the Website used by a user may automatically make adjustments or manipulate a Profile in accordance with the tool's functions.
- 3.3. View4All requires you to submit your full name, surname, phone number and occasionally your Identity Number when registering a Profile. Users may then set up additional features of their Profile, depending on the exact Services acquired, as prompted by the Website.
- 3.4. By entering your personal information on the Website, you warrant that the person using the Website is you and/or you have the legal authority. You are responsible for your Profile and all actions perpetrated therewith and thereon, and you should not share your login details with anyone.
- 3.5. Please see View4All' Privacy Policy regarding more details on how View4All uses and processes your personal information.

4. THE SERVICES

- 4.1. For further and exact information on the various Services currently offered by View4All, or those specific to you, please consult the relevant "Home" page on the Website or please contact support@view4all.tv for assistance.
- 4.2. For general information purposes, and subject to further information relating to these Services made available by View4All on the Website or elsewhere, the following details some of the exciting offerings which constitute our Services available to users:

4.2.1. Getting access to our hosted content for free:

- 4.2.1.1. Gain access to a range of amazing shows and multi-media content hosted on our Website, all for absolute FREE!
- 4.2.1.2. Choose from a range of available content to watch on demand when you want, when accessing the Website via our WiFi connection points in particular sites throughout South Africa, where the streaming of our content through these points will not require any of your data to be used!
- 4.2.1.3. You can identify our WiFi access points by clear, large branding in the area whereafter you can simply log-in to the view4all wifi signal and gain access to the content via your Profile.

4.2.2.

5. PAYMENT FOR VIEW4ALL SERVICES

- 5.1. The use of the Website is absolutely free at all times, including the streaming of our content using our WiFi points throughout SA (in other words, you do not pay for viewing the content, nor for the data to access the content when streaming it via our WiFi points!).
- 5.2. The View4all website is also available through conventional internet access. Should you access the service outside of our WIFI points, accessing the website will carry charges from your connection provider.

6. USER RESPONSIBILITIES AND WARRANTIES

- 6.1. By using the Website and/or the Services, you warrant that:
 - 6.1.1. you have read and agreed to these Terms and will use the Website and Services in accordance with them;

- 6.1.2. you have not made any misrepresentations and the information provided in the registration process about you, your company and/or your status is true, accurate and complete in every aspect;
- 6.1.3. you are above the age of 18 (eighteen) years old and have the legal capacity to understand, agree with and be bound with these Terms. If you are under the age of 18 (eighteen) or if you are not legally permitted to enter into a binding agreement, then you may use the Website and/or Services only with the involvement and supervision of your parent or legal guardian. When your parent or legal guardian supervises you and gives his/her consent, then such person agrees to be bound to the Terms and to be liable and responsible for you and all of your obligations under the Terms;
- 6.1.4. you lawfully possess and submit all information to the Website and/or View4All for the use of it or the Services;
- 6.1.5. you will not post, upload, replicate or transmit any abusive content on the Website that is or could reasonably be considered to be threatening, harassing, defamatory, abusive, racist, sexist, discriminatory, in breach of confidence, in breach of privacy or restrict any user in any way from properly using the Website;
- 6.1.6. you will not send any unsolicited electronic messages or use any software, routine or device to interfere or attempt to interfere electronically or manually with the operation or functionality of the Website including but not limited to uploading or making available files containing corrupt data or viruses via whatever means or deface, alter or interfere with the front end 'look and feel' of the Website or the underlying software code;
- 6.1.7. you will not infringe the intellectual property or other rights of any third party or the Website or transmit content that the user does not own or does not have the right to publish or distribute;
- 6.1.8. you will not use the Website platform for any commercial purpose other than as expressly provided for by View4All herein;
- 6.1.9. you will not use the Website to breach any applicable law or regulation or perform or encourage any illegal activity including (without limitation) promoting or facilitating money laundering or financial crimes; and/or
- 6.1.10. you will not facilitate or assist any third party to do any of the above.
- 6.2. Without prejudice to any of View4All's other rights (whether at law or otherwise), View4All reserves the right to deny you access to the Website or the Services where View4All believes (in its reasonable discretion) that you are in breach of any of these Terms.
- 6.3. View4All does not guarantee that the Website, or any portion thereof, will function on any particular hardware or device.

7. RECEIPT AND TRANSMISSION OF DATA MESSAGES

- 7.1. Data messages, including email messages, sent by you to View4All will be considered to be received only when acknowledged or responded to.
- 7.2. Data messages sent by View4All to you will be regarded as received when the complete data message enters an information system designated or used for that purpose by the recipient and is capable of being retrieved and processed by the recipient.
- 7.3. View4All reserves the right not to respond to any email or other data message which contains obscene, threatening, defamatory or otherwise illegal, unlawful or inappropriate content, and to take appropriate action against the sender of such email or data message where necessary.
- 7.4. Messages sent over the internet cannot be guaranteed to be completely secure as they can be intercepted, lost or corrupted. View4All is therefore not responsible for the accuracy or

safety of any message sent by email or automated systems over the internet, whether from View4All to a user, between users or from a user to View4All.

8. HYPERLINKS, DEEP LINKS, FRAMING

- 8.1. The Website may include links to other internet sites ("**the other sites**"). View4All does not own or endorse the other sites and is not responsible for the information, material, products or services contained on or accessible through the other sites. Any such hyperlinks do not imply any endorsement, agreement on or support of the content or products of such target sites.
- 8.2. View4All does not purport to own the content on other sites which may be shown on the Website. Should the owner of any content showcased on the Website want the content to be removed, please write to support@view4all.tv to request the removal of such content.
- 8.3. The user's access and use of the other sites remain solely at the user's own risk and on the terms set by the relevant third-party operator of the other sites.

9. ADVERTISING AND SPONSORSHIP

- 9.1. The Website may contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion in the Website complies with all applicable laws and regulations.
- 9.2. View4All, its members, employees, suppliers, partners, affiliates and agents accordingly exclude, to the maximum extent permitted in law, any responsibility or liability for any error or inaccuracy appearing in advertising or sponsorship material.

10. INTELLECTUAL PROPERTY PROTECTION

- 10.1. All Website layout, content, material, information, data, software, icons, text, graphics, images, sound clips, advertisements, video clips, user interface design and layout, trade names, logos, trademarks, footage, designs, copyright and/or service marks, together with the underlying software code and everything submitted by a user to the Website and View4All in use of the Services, ("**the intellectual property**") are owned (or co-owned or licenced, as the case may be) by View4All, its shareholders, associates and/or partners, whether directly or indirectly, and as such, are protected from infringement by domestic and international legislation and treaties.
 - 10.1.1. For clarity, all rights to any intellectual property provided by a user to the Website will remain with the user, but for which the user has provided View4All with a non-exclusive, non-transferable licence to use such user intellectual property as View4All deems fit on the Website and/or in advertising, for as long as the user remains registered on the Website.
- 10.2. Subject to the rights afforded to you in these Terms, all other rights to all intellectual property on the Website are expressly reserved. You may not copy, download, print, modify, alter, publish, broadcast, distribute, sell or transfer any intellectual property, editorial content, graphics or other material on the Website or the underlying software code whether in whole or in part, without the written consent of View4All first being granted, which consent may be refused at the discretion of View4All. No modification of any intellectual property or editorial content or graphics is permitted. Should you breach these provisions, View4All and/or the rightful intellectual property rights owner may launch legal proceedings against you for a breach of contract, resulting in a claim of damages against you.
- 10.3. View4All reserves the right to make improvements or changes to the intellectual property, information, artwork, graphics and other materials on the Website, including that of a user in their Profile, or to suspend or terminate the Website, at any time without notice; provided that any transactions or functions already concluded through the Website, will not be affected by such suspension or termination (as the case may be).
- 10.4. Where any of the Website intellectual property has been licensed to View4All or belongs to any third party, other than that which has been submitted by a user to the Website in the use of the Services, all rights of use will also be subject to any terms and conditions which

that licensor or third party imposes from time to time and you agree to comply with such third party terms and conditions.

- 10.5. Subject to adherence to the Terms, View4All grants to users a personal, non-exclusive, non-assignable and non-transferable license to use and display all content and information contained on the Website on any machine which the user is the primary user. However, nothing contained on the Website or in these Terms should be construed as granting any licence or right to use any intellectual property without the prior written permission of View4All.
- 10.6. Any enquiries regarding any of the above relating to intellectual property must be directed to View4All at support@view4all.tv

11. DISCLAIMERS AND WARRANTIES

- 11.1. The Website and Services, including any intellectual property appearing therein, are provided "as is" and "as available". View4All makes no representations or warranties, express or implied, including but not limited to warranties as to the accuracy, correctness or suitability of either the Website, the Services or the information contained in it.
- 11.2. All information or opinions of users made available on the Website in relation to any of the Services are those of the authors and not View4All. While View4All makes every reasonable effort to present such information accurately and reliably on the Website, View4All does not endorse, approve or certify such information, nor guarantee the accuracy or completeness of such information on the Website.
- 11.3. View4All, its shareholders, employees and partners, accept no liability whatsoever for any loss, whether direct or indirect, consequential or arising from information made available on (or by means of) the Website and/or transactions or actions resulting therefrom or from the Services offered.
- 11.4. View4All, its shareholders, employees, partners and affiliates, accept no liability whatsoever for any costs, expenses, fines or damages, including but not limited to direct or indirect loss or damages, including any economic loss, consequential loss, loss of profits or any form of punitive damages, resulting from the facilitation and offering of the Services, and access to, or use of, the Website in any manner.
- 11.5. View4All takes reasonable security measures to ensure the safety and integrity of the Website and to exclude viruses, unlawful monitoring and/or access from the Website. However, View4All does not warrant or represent that your access to the Website will be uninterrupted or error-free or that any information, data, content, software or other material accessible through the Website will be free of bugs, viruses, worms, trojan horses or other harmful components. The user's access to and use of the Website remains solely at the user's own risk and the user should take their own precautions accordingly.

12. INDEMNITIES

- 12.1. The user indemnifies and holds harmless View4All, its shareholders, employees, and partners from any demand, action or application or other proceedings, including for attorneys' fees and related costs such as tracing fees, made by any third party and arising out of or in connection with the user's use of the Website and/or Services offered or concluded through the Website in any way.
- 12.2. The user agrees to indemnify, defend and hold View4All harmless from any direct or indirect liability, loss, claim and expense (including reasonable legal fees) related to the user's breach of these Terms.
- 12.3. This clause will survive termination of this agreement.

13. COMPANY INFORMATION

- 13.1. **Site owner:** **View4all.tv PTY Ltd**
- 13.2. **Legal status:** **Private Limited Liability**
- 13.3. **Registration number:** **2019/557961/07**

- 13.4. **Director:** Gregory Sheppard/Alan Keschner
- 13.5. **Description of main business:** Closed system Video on Demand provider
- 13.6. **Telephone number:** 083 288 0116
- 13.7. **Email address:** support@view4all.tv
- 13.8. **Website address:** www.view4all.tv / www.view4all.com
- 13.9. **Physical address:** 007 Kent Place, 54 Venus Street,
Birdhaven. 2193. Johannesburg
- 13.10. **Postal address:** 007 Kent Place, 54 Venus Street,
Birdhaven. 2193. Johannesburg
- 13.11. **Registered address:** 007 Kent Place, 54 Venus Street,
Birdhaven. 2193. Johannesburg

14. DISPUTE RESOLUTION AND GOVERNING LAW

- 14.1. The user's access and/or use of the Website and/or Services, any downloaded material from it and the operation of these Terms (including any transaction concluded pursuant thereto) shall be governed by and construed in accordance with the laws of the Republic of South Africa only.
- 14.2. Should any dispute, disagreement or claim arise between a user and View4All concerning the use of the Website or the Services, these parties shall endeavour to resolve the dispute amicably, by negotiation, and with the best interests of both parties in mind.
- 14.3. Should these parties fail to resolve such dispute in the aforesaid manner or within such further period as the parties may agree to in their negotiation, the parties will approach an independent industry expert who shall mediate the discussions between them in order to find a mutually beneficial solution.
- 14.4. If the dispute is still not resolved after such mediation, the parties will commence and be party to binding and confidential arbitration in terms of the expedited rules of the Arbitration Foundation of Southern Africa ("AFSA"), with an arbitrator selected by View4All. Arbitration proceedings shall be conducted in Johannesburg, South Africa] in English.
- 14.5. Notwithstanding the above, both parties consent to the non-exclusive jurisdiction of the High Court of the Republic of South Africa, even in the event where the quantum in the dispute may be less than the monetary jurisdiction of that court. Either party may also always use the dispute resolution services of any applicable legislative tribunal or ombud, as provided for in applicable legislation.
- 14.6. The parties both agree that in no circumstance will either party publicize the dispute on any social media or other public platform. The parties understand that any publicity of this nature can cause serious damage to the other party, which damage may result in a financial claim against the infringing party.

15. TERMINATION OF USE OF WEBSITE OR SERVICES

- 15.1. **IN ADDITION TO ITS OTHER RIGHTS HEREIN, VIEW4ALL RESERVES THE RIGHT TO TERMINATE AND CANCEL YOUR PROFILE AND USE OF THE WEBSITE AND/OR SERVICES IF YOU BREACH ANY OF THE TERMS, OR FOR ANY OTHER REASON IN ITS SOLE DISCRETION PROVIDED THAT VIEW4ALL GIVES REASONABLE NOTICE TO YOU.**
- 15.2. If you wish to terminate the agreement with View4All, or end your use of the Services, you may do so by deregistering your Profile with the Website and discontinuing your use of the Website/Services. Such deregistration from the Website will however not have any effect on

the continued and comprehensive functioning or legitimacy of any lawful rights which the parties may have at the time of said termination with the Website.

- 15.3. In the event of cancellation of your agreement with the Terms and with View4All, View4All will remove you from the Website, and delete your Profile. Should you wish to reconnect, simply re-register.

16. NOTICES AND SERVICE ADDRESS

- 16.1. Each of the parties chooses their service address for the purposes of the giving of any notice, the serving of any process and for any other purposes arising from these Terms as being:
 - 16.1.1. in the case of View4All, at 007 Kent Place. 54 Venus Street, Birdhaven. 2193, Johannesburg; or
 - 16.1.2. in the case of the user, at the e-mail and addresses provided by the user to View4All in the registration process and/or in their Profile.
- 16.2. Each of the parties will be entitled from time to time, by written notice to the other to vary its service address to any other address which is not a post office box or poste restante, provided that the change will become effective only 14 (fourteen) days after service of the notice in question.
- 16.3. Notwithstanding the above, any notice given in writing in English, and actually received by the party to whom the notice is addressed, will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with this clause.

17. GENERAL

- 17.1. This document contains the entire agreement between the parties in relation to the subject matter hereof. Save as contemplated in clause 1.5 above, no alteration, cancellation, variation of, or addition hereto will be of any force or effect unless reduced to writing and signed by all the parties to these Terms or their duly authorised representatives.
- 17.2. No indulgence, leniency or extension of time granted by View4All shall constitute a waiver of any of View4All' rights under these Terms and, accordingly, View4All shall not be precluded as a consequence of having granted such indulgence, from exercising any rights against the user which may have arisen in the past or which might arise in the future.
- 17.3. Words importing the singular will include the plural and *vice versa*. Words importing one gender will include the other genders, and words importing persons will include partnerships, trusts and bodies corporate, and *vice versa*.
- 17.4. The headings to the paragraphs in the Terms are inserted for reference purposes only and will not affect the interpretation of any of the provisions to which they relate.
- 17.5. The user's access and/or use of the Website and/or the Services, any downloaded material from it and the operation of these Terms (including any transaction concluded pursuant thereto) shall be governed by and construed in accordance with the laws of the Republic of South Africa.
- 17.6. Should you have any complaints or queries, kindly address an email to View4All at support@view4all.tv of same.
- 17.7. In the event of the user failing to pay any amount timeously or breaching these Terms, the user shall be liable for all legal costs (on the scale as between attorney and client) (including collection commission) which may be incurred by View4All in relation to the payment failure or breach.
- 17.8. Each sentence, paragraph, term, clause and provision of these Terms and any portion thereof shall be considered severable and if, for any reason, any such sentence, paragraph, term, clause or provision is held to be invalid, contrary to, or in conflict with any applicable present or future law or regulation or in terms of a final, binding judgment issued by any court, it shall to that extent be deemed not to form part hereof and shall not impair the operation of, or have any effect upon such other sentence, paragraph, term, clause or

provision hereof as may otherwise remain valid or intelligible, which shall continue to be given full force and effect and bind the parties hereto.

- 17.9. No term or condition of these Terms is intended to breach any peremptory provisions of any consumer protection legislation and any regulations thereto ("**Prohibited Provision**"). Any breach of any such Prohibited Provision shall be governed by the provisions of clause 17.8.