

## SUBSCRIBER TERMS & CONDITIONS

These Residential Subscriber “Terms and Conditions” or “terms and conditions” are binding and enforceable against all person(s) and/or subscriber(s) that access the AzamTV subscription services. By accessing the AzamTV subscription service, Subscribers consent and agree to be bound by the terms and conditions effective at the time of such subscription. Purchase of subscription shall be deemed to be acceptance of the Azam TV subscriber terms and conditions.

Due to the nature of the services, AzamTV reserves the right at its sole discretion to vary or amend the bouquet schedule and/or any of these terms and conditions from time to time. AzamTV will notify Subscribers of any changes to the terms and conditions which may affect Subscribers before the revised terms and conditions come into effect and will make the revised terms and conditions and bouquet schedules/annexure available on the AzamTV website and affiliated websites. Subscribers may request a copy of the terms and conditions from AzamTV at any time.

### Preamble

- 1 AzamTV carries on the business of the sale, marketing, distribution, collation and compilation of television channels and provides a subscriber management service for its pay television business.
- 2 AzamTV, endeavours to increase and/or develop a base of active subscribers and at the same time provides a subscription service.
- 3 On acceptance by the Residential Subscriber of these Terms and Conditions, its annexures or schedules, or any AzamTV prescribed format of this agreement, AzamTV will allow access to the Residential Subscriber to the subscription services.

### Interpretation

- 4 In these Terms and conditions, the following terms will have the following meanings-
  - 4.1 “**Agreement**” means this subscription Agreement constituted between AzamTV and the Residential Subscriber on the terms contained in these terms and conditions, any pricing schedule(s) and/or annexure(s) to this agreement governed exclusively by these Terms & conditions, as amended from time to time;
  - 4.2 “**Approved decoder**” means a decoder approved by AzamTV for receipt of AzamTV service;
  - 4.3 “**AzamTV service**” means the multi-channel, digital satellite subscription television broadcasting services provided by Azam TV;
  - 4.4 “**Azam TV**” means Azam TV Limited, a company registered in accordance with the laws of the United Republic of Tanzania with registration number 142196018 having its registered office at Plot No. 58/1 Street Mabibo Industrial Area Block 1, P.O Box 2517 Dar es Salaam, Tanzania.

4.5 **“Bouquet”** means a package of audiovisual, audio and/or data channels provided by AzamTV;

4.6 **“Basic Installation”** or **“Standard Installation”** means the installation carried out by an accredited installer at the Subscriber’s premises, up to 20m of cabling, the recommended satellite dish, an LNB, all attachment bolts, standard satellite dish arm and labour for a single point installation from the satellite dish to the decoder;

**“Basic Installation”** or **“Standard Installation”** means the installation carried out by an independent accredited installer from an authorized AzamTV agent at the Subscriber’s premises, up to 20m of cabling, the recommended satellite dish, an LNB, all attachment bolts, standard satellite dish arm and labour for a single point installation from the satellite dish to the decoder.

4.7 **“Coverage Area”** means the geographical area in which AzamTV service or a component of the service is provided by Azam TV;

4.8 **“Due Date:”**- means the date when you must pay your fees in terms of these Terms and Conditions;

4.9 **“Effective Date”** means the date on which the agreement is concluded between AzamTV and the Residential Subscriber, and would constitute the activation date to the subscription;

4.10 **“EPG”** means an electronic programme guide;

4.11 **“Equipment”** means the satellite dish, approved decoder, smartcard, cabling and necessary electronic television reception equipment, other than the digital decoder, which enables the signal to be received and distributed within the Residential Subscriber’s home or installation location;

4.12 **“Installation”** refers to the labour and expertise necessary to install the Equipment and decoders at the Residential Subscriber’s home or installation location(s);

4.13 **“Installer”** – means a person and/or entity, and persons or entities who have been accredited as complying with the quality standards prescribed by AzamTV to carry out installation of the digital decoders and accessories to Residential Subscribers;

4.14 **“Month”** – a calendar month, i.e. any month of the calendar year commencing on the first day of such calendar month and terminating on the last day of that calendar month (both days inclusive);

4.15“**Schedule**” or “**bouquet schedule**” or “**bouquet annexure**” or “**bouquet offering**” refers to the schedule or annexure of choices of subscription services available to the Residential Subscriber to which these terms and conditions apply and which may be amended or supplemented by AzamTV at its sole discretion from time to time;

4.16“**Signal**” - the signal of the subscription service, as transmitted in encrypted format;

4.17“**Smartcard**” - means the card used to descramble encrypted broadcasts when placed in a decoder or receiver or STB with a built-in decoder, that is provided with the decoder and contains decryption software licensed solely to AzamTV. At times certain bouquet options may require a different specific bouquet accessible smartcard, which will be provided directly to the Subscriber by AzamTV;

4.18“**Subscriber**” or “**Residential Subscriber**” - means an individual and/or person or their immediate household, constituting current and potential pay television service users, who is authorized to receive the subscription services, payment of which is calculated by reference to their use of a decoder. The subscription fees for the subscription services shall be calculated consistent with charges and fees as prescribed by AzamTV from time to time, where such fees are determined by reference to a Residential Subscriber account number and charged to such Residential Subscriber, commensurate with bouquet choice and pricing of such bouquets;

“Subscriber” shall also mean a person who requests, or who has authorized another person to request on his behalf, access to the AzamTV services on the terms and conditions of this Agreement, whose request is accepted by us, and whose subscription to the service is active;

By subscribing to the AzamTV service the subscriber consents to be bound by this Agreement as amended from time to time.

4.19“**Subscription fees**” - means the applicable monthly and/or pro-rata fee(s) payable for the selected bouquet offering chosen by the Subscriber, as determined and communicated to the Subscriber by AzamTV from time to time;

4.20“**Subscription service(s)**” or “**pay TV subscription service(s)**” - the service of providing data in the form of images and audio for viewing on a broadcast pay TV platform of television channels, which are chosen from a mandatory pre-set selection of bouquet(s) as set out in the schedule, at the sole discretion of AzamTV, and to which the Residential Subscriber has access via a STB for the agreed subscription fee;

4.21“**User manual**”-is the standard operating instructions for your Approved Decoder, a copy of which is provided with your approved decoder and is also available on the AzamTV Website;

4.22“**Website**”- means <http://www.azamtv.co.tz> or such other website which AZAM TV may use from time to time;

### **Request for the AZAMTV Service and conditions to access the service**

- 5 The subscriber shall request access to AzamTV Service in writing, telephonically or in person or to any AzamTV duly authorized agents.
- 6 The subscriber may only access the AzamTV Service and use the equipment in a single residential household and for private use.

### **Commencement and Duration**

- 7 The commencement of this agreement shall be the activation date of the subscription services, being the effective date and shall endure, subject to either party's right of termination encompassed within this agreement.
- 8 This Agreement is binding on you and Azam TV unless and until –
  - 8.1 AzamTV notifies you (in any manner, whether verbally, electronically, telephonically or in writing) that AzamTV is terminating this Agreement with effect from a specified date; or
  - 8.2 the period for which you have paid, and AzamTV has received, full and valid payment of your fees in terms of this agreement expires and you have not yet renewed your subscription for a subsequent period and your subscription to the AzamTV Service is disabled by AzamTV.
- 9 Each time you renew your subscription for a subsequent period you do so in terms of this Agreement as at the date of renewal.
- 10 The termination of this Agreement will not affect –
  - 10.1 AzamTV or the Subscriber's rights or remedies for the period prior to termination; or
  - 10.2 those rights and obligations which this Agreement intends, either expressly or by implication, will survive beyond termination. Regardless of the place of your Request or of the acceptance of your Request by AzamTV, this Agreement is deemed to be concluded at AzamTV's principal place of business in Tanzania.
- 11 Regardless of the place of your Request or of the acceptance of your Request by AzamTV, this Agreement is deemed to be concluded at AzamTV's principal place of business in Tanzania.
- 12 The duration of this agreement shall continue indefinitely, as agreed by the parties, subject to the rights of either party to terminate this agreement, with notice to the other of its intention to do so, and subject to payments of the subscription and/or any outstanding fees and/or penalties due and payable.
- 13 Should the Subscriber wish to terminate or suspend the service, she or he can do so by notifying AzamTV on or before the 15<sup>th</sup> of that calendar month. This termination or suspension will become effective on the last day of that month.

## **Subscription Service**

- 14 AzamTV hereby agrees to allow the Subscriber access to the subscription service with the use of an STB allowing for the decryption of the signal. The Subscriber undertakes to receive and distribute such signal only to the television points confined to the Subscriber's home or residence as per the installation address, on payment of the required subscription fees and in accordance with the terms set out in this agreement.
- 15 If the Subscriber wishes to change the address of the premises at which he or she receives the subscription service, he or she must duly notify AzamTV either electronically, in writing or in person at any authorised point of resale.
- 16 The various services provided by AzamTV as part of the AzamTV subscription service will be described in regular, predefined programming schedules advertised via media releases or published programme guides or on AzamTV's EPG. AzamTV reserves the right to cancel or pre-empt at any time, without prior notice, and without any liability to AzamTV, its employees or customers, all or part of the regular monthly programming previously advertised and AzamTV may in its sole discretion substitute alternative programming or special events programming.
- 17 AzamTV may from time to time alter or change the subscription services in terms of bouquet, channels or EPG interactive offering(s) to enhance and improve the quality of subscription services.
- 18 The Subscriber may at any time, change their selected bouquet offering as defined by AzamTV, in its product offering, by upgrading or downgrading their selected bouquet offering and shall gain access to the newly selected services subject to payment of the altered subscription fee. Upgrading and downgrading refers to the selection of more or fewer bouquet offerings as offered by AzamTV in its product offering.
- 19 The Residential Subscriber must notify AzamTV of any required amendments to debit order details for the subscription service on or prior to 7 working days before the 20th of the current month for changes to take effect for the following month.

### **Applicable Subscription fees, charges and/or cost(s)**

- 20 The subscription services are provided subject to the monthly subscription fee(s) being paid by the Subscriber and received by AzamTV.
- 21 AzamTV reserves the right to suspend and/or terminate the subscription services without further notice to the Subscriber in the event of non-payment of the subscription fee(s) on the due date.
- 22 Residential Subscriber shall pay AzamTV inclusive of Value Added Tax (VAT): -
  - 22.1 the pro-rated subscription fee after activation which is the subscription fee due for the rest of the month, payable within 24 hours of activation for cash payments and 24 to 72 hours for other payments methods;

- 22.2 the monthly subscription fee, in advance, before the 1st of every month as set out in the schedule or subscription fees agreed to by the parties on amendment of bouquet choice or pricing of bouquets as amended by AzamTV from time to time;
- 22.3 any additional fee including, but not limited to, smartcard fees, smartcard replacement fees, service fees, duplicate copy fees, RP (returned payment) fees and any other fees stipulated by AzamTV in respect of services not ordinarily included in the subscription service and accepted by the Residential Subscriber (either expressly, tacitly or by conduct);
- 23 The monthly subscription fee payable by the Subscriber may be amended from time to time due to the circumstances as described in 20 and 22 or due to pricing increases and the Residential Subscriber will be informed of such amended subscription fee prior to such change and subject to the Subscriber's right to terminate this agreement in accordance with these terms and conditions.
- 24 From time to time AzamTV may at its discretion introduce further product offering, including but not limited to addition of Channels and/or bouquets, which would be subject to additional subscription fees, billed separately and subject to the Subscriber's right to terminate this agreement in accordance with these terms and conditions. Clause 18 applies where the Subscriber wishes to add the new services to their existing bouquet offerings.

#### **Our Commitment to Data Security**

- 25 To prevent unauthorized access, maintain data accuracy, and ensure the correct use of information, we have put in place appropriate physical, electronic, and managerial procedures to safeguard and secure the information we collect online.
- 26 The Privacy Policy as available on the azamtv website provides details on how personal information is collected and utilized.
- 27 By agreeing to the subscriber terms and conditions, the Subscriber confirms to have read the Privacy Policy and agree to its content.
- 28 AzamTV manages its Information Technology Infrastructure on a centralized basis and hosted on premise in Tabata, Tanzania, and when so required, makes use of cloud-based thirdparty systems to host element of information for the mitigation of security risks and the proper servicing of its Subscribers.

#### **Payment Method(s)**

- 29 All payments due by the Subscriber in terms of subscription fees, altered and/or amended subscription fees or any ancillary charges referred to in clause 18 and 24, in terms of this agreement, shall be made by the Subscriber to AzamTV, free of exchange, set off and any other deductions.
- 30 Subscription fees work on a subscription service credit principle, where the Subscriber purchases or pays for credits and chooses bouquet option(s) on the service provider's broadcast platform. With these service credits, the Subscriber is able to view the chosen subscription content for the period, for which the service credits persist. Once the service

credits have been used and / or expires the Subscriber must renew service credit to continue viewing.

31 Payment may be made at the address of AzamTV as stipulated in the schedule or into a nominated AzamTV banking account, details available in the annexure hereto as well as on the AzamTV website in one of the following ways:

31.1 at the address of AzamTV as stipulated above;

31.2 at any AzamTV Customer Experience Centre(s);

31.3 via debit order, deducted on a day chosen by the Subscriber;

31.4 via third party payment collection as advised by AzamTV from time to time;

31.5 via credit card payments;

31.6 with recharge or use of a AzamTV “pre-paid” subscription service voucher.

32 The Subscriber must quote their AzamTV financial account number (Smartcard number) as a payment reference when payment is made.

33 The Subscriber hereby undertakes to ensure at all relevant times that there are sufficient funds in their bank account for the debit order / credit card payment(s) to be honored regardless of whether the selected date on which the fees will be debited falls on a Saturday, Sunday or Public Holiday.

34 In the event that the debit order or credit card payment is dishonored for whatever reason, the Subscriber acknowledges that they will be held liable for the pro-rata subscription fee until the cancellation of the subscription service by AzamTV.

35 In the event of non-payment by the Subscriber and the inevitable insufficient subscription service credits on the Subscriber’s account, AzamTV reserves the right to terminate all services with immediate effect.

**Pre-paid Payment rules will be as follows:**

36 The Subscriber can recharge their Subscription service credits using AzamTV’s pre-paid solution in the following way:

**36.1 Pin less recharge**

36.1.1 The Subscriber may use either the prepaid vendor(s), mobile banking, Mobile Wallet through their MNO, online through [www.azamtv.com](http://www.azamtv.com) via an online aggregator authorized by AzamTV or other online banking channels or other vendor(s) online channels.

36.1.2 Upon conclusion of the transaction the Subscribers smartcard will be automatically and immediately recharged.

- 36.1.3 A notification SMS (or via email if payment was made online) will be sent to the Subscriber upon conclusion of the transaction confirming the recharge of the Subscription service credits.
- 36.1.4 The validity period of the Subscribers' chosen pre-paid payment is subsistent to the value of the Subscription credits purchased and the Subscriber should ensure that they are familiar with these subscription credit values prior to purchase. AzamTV will not provide refund(s) upon conclusion of the transaction.
- 36.1.5 Be advised that terms and conditions specified on the prepaid voucher may apply. The Subscriber is advised to ensure that they are fully aware of these prior to purchase. Kindly visit appropriate vendor(s) websites for a comprehensive list of terms and conditions.
- 36.1.6 Further be advised that terms and conditions specific to other pin less recharge vendors may apply, the Subscriber is advised to ensure that they are fully aware of these prior to purchase.

### **Equipment**

- 37 The Residential Subscriber agrees that, at all relevant times, access to the subscription services will be done using an AzamTV approved decoder that is paired with an AzamTV smartcard.
- 38 The purchase of the decoder package includes the initial Basic Installation as described below.
- 39 The Residential Subscriber will be responsible for basic installation costs and any additional costs related to the installation of any additional equipment required to access the subscription services to be paid to the installer and: –
- 39.1 Must ensure that such installation is performed by an installer accredited by AzamTV (proof of identification may be requested by the Subscriber prior to the installer carrying out any work);
- 39.2 On selection of a suitable installer, the Subscriber enters into a separate contract with the installer which will govern the terms and conditions pertaining to the installation of the decoder and the Equipment required for the Residential Subscriber to receive the subscription services at their homes or premises. The accredited installer is not an agent or employee of AzamTV and does not act on behalf of or represent AzamTV in any way.
- 39.3 AzamTV merely provides a recommendation for an accredited installer. The Residential Subscriber may choose another alternative installer subject to that installer being accredited by AzamTV for quality control purposes. In the event of the Subscriber using the services of an unaccredited AzamTV installer, the subscriber shall be responsible for the full payment of the installation as stated on clause 36.
- 39.4 The terms and conditions of any such installation and maintenance contract shall be agreed upon between the Subscriber and the installer concerned and AzamTV shall in no way whatsoever be responsible for any loss, damage or interruption of service suffered by the Subscriber as a result of any act, omission or breach on the part of the installer of any of the terms and conditions of any such installation and maintenance contract.



- 39.5 The Residential Subscriber shall indemnify and hold harmless AzamTV and its employees from any liability resulting from damage to property or loss of life that may occur during or after the installation of the decoder, satellite equipment or any equipment installed by the installer to receive the subscription services at the Residential Subscriber's home or premises. The installer is neither an agent nor a representative of AzamTV. AzamTV merely provides a recommendation for an accredited installer and will accordingly not accept responsibility for the damages as referred to in clause 36.4.
- 39.6 AzamTV shall not be responsible for any additional payment due by the Subscriber to the installer for any additional installation services rendered that fall outside the scope of the above described "Basic Installation".
- 39.7 The Subscriber must prior to the commencement of any additional installation services agree with the installer, the additional installation service price and payment terms.
- 39.8 The Subscriber must ensure that the installation and maintenance of the decoder(s) and equipment at all times complies with the manufacturers and supplier's written specifications.
- 39.9 The software and intellectual property incorporated in the decoder and smartcard are owned by and/or licensed to AzamTV and AzamTV reserves the right to amend the software from time to time by means of "over-the-air" software downloads.
- 39.10 The Subscriber shall be responsible for the maintenance of the decoder and the Equipment for the duration of this agreement.

#### **User Manual**

- 40 The AzamTV decoder user manual provides the Residential Subscriber with the operational guidelines for the installation of the equipment with regard to the decoder specifications and related information.

#### **Defective Equipment and/or Set-top Boxes**

- 41 STB's may be returned to AzamTV within 12 (twelve) months of date of purchase in the event of technical/mechanical failure and subject to AzamTV's refund and returns policy. AzamTV will not exchange or replace stolen decoders and/or decoders damaged by lightning, rust or any other damages not caused by a technical/mechanical problem with the Equipment or decoder itself.

#### **Stolen or Damaged Equipment**

- 42 The Subscriber will notify AzamTV if any Equipment required to receive the subscription service is stolen or damaged in any way whatsoever.
- 43 The Subscriber will notify AzamTV in event of theft of the decoder in order for AzamTV to disable the subscription service. Service will be disabled once AzamTV has received the subscribers' letter indicating theft of the equipment, a filed police report or case number, and valid subscriber's ID such as a National ID, Passport, Voter's ID or a driver's license.

- 44 The cost of replacement Equipment either due to theft or damage, to receive the subscription service shall be at the cost of the Subscriber.

### **Smartcard**

- 45 The software embodied in the digital decoder as well as the smartcard itself and any intellectual property contained therein is and will remain the property of AzamTV and the Subscriber will ensure that such smartcard is used only for the receipt and decryption of the subscription services as authorized by AzamTV.
- 46 In the event of a paired smartcard becoming inoperative, damaged or stolen, the Residential Subscriber will be responsible for the replacement of such smartcard, at a prescribed fee and AzamTV will pair a new smartcard with the Residential Subscribers' current decoder. All inoperative or damaged smartcards must be returned to AzamTV, unless stolen, prior to the pairing of the new smartcard.
- 47 The use of the smartcard is restricted to the Subscriber and their immediate household and AzamTV reserves the right to disable the smartcard if AzamTV becomes aware of:-
- 47.1.1 Use by unauthorized persons;
- 47.1.2 Any breach in terms of this agreement;
- 47.1.3 Any non-payment of subscription fees or any charges due and owing;
- 47.1.4 Any reasonable reason such smartcard requires disabling.

### **Satellite Dish Kit**

- 48 The AzamTV satellite dish kit ("dish kit") and all installation accessories thereto, comprised in the Equipment will remain the property of AzamTV.
- 49 AzamTV reserves the right to re-take possession of, and remove; the installed dish kit in the event of termination, cancellation of subscription services or for any reason AzamTV deems the Subscriber has transgressed the terms of this agreement. The Subscriber shall permit AzamTV or its representative reasonable supervised access to the dish kit in order for AzamTV to exercise the rights provided for in this clause.
- 50 The Subscriber warrants that the AzamTV dish kit will be used for the sole and specific reception of the AzamTV broadcast signal and subscription services, and in the event that the dish kit is used to receive any other broadcast platform signal, AzamTV reserves the rights as described in 46.

### **Piracy, Duplication and or Abuse of the Subscription Service**

- 51 The Residential Subscriber acknowledges and agrees that copyright in all programming and services broadcast as part of the subscription service is held by the content and channel suppliers and the Subscriber hereby indemnifies AzamTV and its employees against any infringement of that copyright. The Subscriber shall not use any video recording equipment, video cassette, transmitter, further distribution system or other system or method to pirate, duplicate, reproduce, sell, broadcast, distribute or otherwise use or transmit the subscription service to any other party or to insert any material into the subscription service.
- 52 The Subscriber acknowledges that it is a criminal offence to attempt to decrypt, “reverse engineer”, or create a pirate version of the conditional access technology used in relation to any decoder, smartcard or other equipment or to modify, tamper with or in any other way interfere with the decoder, smartcard or other equipment. The Subscriber shall comply with all instructions given to it by AzamTV in this regard from time to time.
- 53 The Subscriber acknowledges that AzamTV has a vested intellectual property right in the software embedded in the smartcard technology and that any infringement of these rights will result in loss and/or damages to AzamTV and the Subscriber shall use his or her best endeavors to protect and maintain such rights.
- 54 The Subscriber shall ensure that the viewing of the subscription service at the residence or installation address is done within the ambit of the viewing rights afforded to the Subscriber as agreed in the schedule and in terms of this agreement, so amended from time to time.
- 55 The Subscriber agrees that any reception of the subscription service in contravention of viewing rights afforded to the Subscriber shall be deemed to constitute illegal viewing by the Subscriber, and that this will entitle AzamTV the right to terminate this agreement due to the Subscriber’s breach.

### **Communications and Subscriber Disclosure**

- 56 The Residential Subscriber warrants that all personal information regarding profile, identity, installation address, billing address, contact details and/or related information requested in this agreement or on application or via electronic SMS’s, or through telephonic exchanges through the AzamTV call centre for the subscription services is true and correct and together forms the entire agreement.
- 57 The Subscriber hereby authorizes AzamTV to verify and share, the Subscriber’s personal information with affiliated credit bureaus for the purposes of customer risk profiling, customer payment histories compilation and debtor tracing, if required.
- 58 AzamTV and its affiliate companies, warrant that they shall not use the Subscriber’s personal information for marketing, promotional and viewership statistical analyses, unless authority is obtained from the Subscriber.

- 59 The Subscriber agrees that English will be the language used in all correspondence.
- 60 AzamTV will from time to time make use of digital messaging via its decoder base or through cellular telephone SMS and text messaging to inform the Subscriber of the following:
- 60.1.1 AzamTV promotional and marketing material with regard to bouquet options, channels and general programming;
- 60.1.2 New functionality, alterations or amendments to STB settings or the EPG;
- 60.1.3 The Subscribers account balances and subscription fee payment reminders.
- 61 The Subscriber hereby agrees that the charges and costs incurred by the Subscriber with regard to cellular telephone SMS's or calls to AzamTV's call centre shall be at the Subscriber's cost.

### **Limitation of Liability**

- 62 AzamTV, its agents, vendors, service providers and/or its channel suppliers, shall not be liable for, any loss, liability, damage or expense (whether direct or consequential, and/or whether in contract or in delict) suffered by the Subscriber, its servants, employees, members of its family, or invitees, or any person at the premises due to:-
- 62.1.1 any circumstances leading to the loss of the signal, whether due to negligence (other than gross negligence on the part of AzamTV), any transmitter failure, failure of any operative satellite whether due to the satellite changing its orbit or to it being damaged or in any way affected so as to discontinue or disrupt the signal or to any other disruption to or interference with the signal howsoever arising;
- 62.1.2 the contents of and/or the use of the material contained in the signal received by the Subscriber;
- 62.1.3 any defect in such material, including any error in fact or instruction or advice in the material which may cause loss or damage to the Subscriber;
- 62.1.4 any defect or malfunction in the STB or equipment due to the incorrect installation thereof by the installer; and the Subscriber agrees that in the event of any such defect or failure, he or she will nevertheless remain responsible to fulfil their obligations in terms of the agreement including the obligation to pay for the subscription service during the period that the STB and/or equipment did not function properly.

### **Breach of Contract**

- 63 The subscriber's failure to comply with the Terms and Conditions of this Agreement constitute a material breach of the Agreement.
- 64 If the Subscriber breaches this Agreement-
- 64.1.1 AzamTV, without prejudice to any other remedy that AzamTV may have, immediately and without notice to the Subscriber disable the smartcard, terminate the subscriber's

access to AzamTV Service and/or terminate this Agreement depending on the severity of such breach;

64.1.2 The Subscriber must pay AzamTV all legal costs and other related charges which AzamTV may incur in taking any steps pursuant to such breach; and

64.1.3 The subscriber must pay AzamTV for any loss or damage incurred by AzamTV directly or indirectly as a result of the breach.

65 Where AzamTV has suspended subscription to the service and the Subscriber remedy's the breach, complies with the terms and conditions of this Agreement and pay to AzamTV all amounts due in terms of this Agreement, AzamTV may reactivate the subscription to the service.

66 Where AzamTV terminates this Agreement, the Subscriber may submit a new request with a view of concluding a new agreement.

### **Statutory Restrictions on viewing of Subscription Services**

67 The Subscriber must take reasonable preventative steps to:-

67.1.1 prevent children from viewing any material on the subscription service that has been classified with an age restriction by AzamTV, the channel or programme suppliers or by any relevant government authority or self-regulatory body from time to time;

67.1.2 inform all adult viewers that the content of the AzamTV subscription service may contain restricted material and steps or restrictive viewing measures must be taken to prevent such materials from being viewed by children;

67.1.3 AzamTV shall on a continued basis keep the Subscriber informed of all age restrictions and other conditions which may be imposed by it or content and channel suppliers or by any relevant government authority or self-regulatory body from time to time.

### **Circumstances beyond the Control of the Parties**

68 Neither party shall be liable for any failure to perform its obligations under the agreement where such failure is caused by an event beyond its control including, but not limited to, acts of God, flood, fire, lightening, explosion, accident, riot, civil strife, war, rebellion, enemy acts, strikes, satellite failure, any rule, order or regulation of government.

69 The relevant obligations of the party who has been prevented from performing its obligations under the agreement by such event will be suspended for so long as the event continues.

70 If any such event, prevents either party from performing any of its obligations under the agreement for a period of thirty (30) consecutive days or for sixty days in the aggregate in any

twelve (12) month period, then the other party may cancel the agreement by giving written notice to the party who has not been able to perform its obligations.

- 71 Where AzamTV is not able to perform its obligations in terms of the agreement due to an event beyond its control, as described in clause 65, the Subscriber may not recover from AzamTV any cost, expense or loss that it suffers due to AzamTV's inability to perform.

### **General**

- 72 Except as otherwise provided for in these Terms and Conditions, or any promotional, or bouquet specific terms and conditions, no alterations, cancellations, variations of or addition hereto, including this clause, shall be of any force or effect unless reduced to writing or telephonic recording and agreed to by the parties or their duly authorized signatories.
- 73 The Residential Subscriber shall not cede his/her rights or delegate his/her obligations in terms of this agreement without the prior written consent or notice to AzamTV. In the event that AzamTV intends to cede its rights or delegate its obligations in terms of the agreement to any other person or entity, in a manner which may adversely affect the Subscriber, AzamTV will inform the Subscriber in advance of this change and the Subscriber may cancel the agreement if it does not wish to be bound by the agreement.
- 74 This document and the electronic communications on application constitutes the entire agreement between the parties.