

WOWTV SUBSCRIBER TERMS & CONDITIONS

Agreement governing subscription to WOWtv Service by individuals for their private use (South Africa Region)

Definitions

1. In our Agreement the following terms will have the following meanings –
 - i. "Advanced Decoder Functionality" means new and developing technological functions supported by your Approved Decoder, including PVR Functionality, the ability to view different channels simultaneously in different viewing environments, and the ability to access the BoxOffice Service;
 - ii. "Agreement" means this subscription agreement, as amended from time to time;
 - iii. "Approved Decoder" means a decoder which complies with our specifications;
 - iv. "Bouquet" means a package of audiovisual, audio and/or data channels;
 - v. "Consumer Protection Act" means the Consumer Protection Act, 68 of 2008, as amended from time to time;
 - vi. "Content Rights" means the copyright and other intellectual property rights to all materials, including the content, constituting the WOWtv Service;
 - vii. "Coverage Area" means the geographic area in South Africa in which the WOWtv Service, or an aspect of the Service, is provided;
 - viii. "DVB-H" means digital video broadcast via handheld;
 - ix. "Due Date" means the date by when we must receive payment of your fees in terms of this Agreement, being –
 - a. in the case of a New Subscription, the day on which you wish us to activate your subscription to the WOWtv Service; and
 - b. the first day of the billing month;
 - x. "Equipment" means the subscriber equipment required for the receipt of the WOWtv Service, including the Approved Decoder, Smartcard, the related satellite reception equipment and cabling;
 - xi. "General Amendment" means an amendment of this Agreement by us from time to time on notice to you and other subscribers;
 - xii. "HDD" means the hard drive memory of a PVR Decoder;
 - xiii. "Manufacturer" means the manufacturer of the Equipment;
 - xiv. "Mobile Decoder" means an Approved Decoder which receives the DVB-H signal, decrypts it, and then relays it to enabled viewing devices;
 - xv. "WOWtv", means Walking On Water Television, a company registered in South Africa with registration number 2006/017925/07, and any other person (including any legal person) to which that company may transfer its rights, obligations and interest in terms of this Agreement;
 - xvi. "WOWtv Service" means one or more of the Bouquets and the associated services, features, facilities and applications provided by us or by Electronic Media Network Limited, as the case may be;
 - xvii. "New Subscription" means a request for access to the WOWtv Service by a person who does not have an active subscription to the requested service at the time of requesting access to the WOWtv Service, regardless of whether or not that person has previously subscribed to the WOWtv Service in respect of which access is requested;
 - xviii. "Payment Instruction" means the instruction by you to your bank to pay your fees due in terms of this Agreement by way of a debit order or similar payment method;
 - xix. "PVR Decoder" means an Approved Decoder with PVR Functionality;
 - xx. "PVR Functionality" includes the function of time-shifting, buffer, copying, memory, replay and any other similar functionality of the PVR Decoder introduced from time to time;

- xxi. "Smartcard" means a smartcard supplied by us for use in an Approved Decoder in order for you to access and use the WOWtv Service;
 - xxii. "Subscriber" or "you" means a person who requests, or who has authorised another person to request on his behalf, access to the WOWtv Service on the terms and conditions of this Agreement, whose request is accepted by us, and whose subscription to the WOWtv Service is active;
 - xxiii. "System Rights" means the copyright and other intellectual property rights in the Equipment and in the WOWtv Service, including the software incorporated therein;
 - xxiv. "User Manual" is the standard operating instructions for your Approved Decoder, a copy of which is also available on the Website;
 - xxv. "VAT" means Value Added Tax or any similar consumption based tax which we or our agents may be obliged to levy and/or collect;
 - xxvi. "Website" means <http://www.wowtv.co.za/>;
 - xxvii. "your Request" means your request for access to the WOWtv Service.
2. Any reference in this Agreement to
- i. the singular includes the plural, and vice versa; and
 - ii. one gender includes the other gender. .

Terms and Conditions of Agreement

- 3. The terms and conditions on which we authorise persons to have access to the WOWtv Service as set out below.
- 4. By subscribing to the WOWtv Service you agree to be bound by this Agreement as amended from time to time.

Request for WOWtv Service

- 5. Your Request may be made:
 - i. by submitting your request on our Website or any other website we may use from time to time.
 - ii. telephonically; or
- 6. If we accept your Request, an agreement will come into effect between you and us on the terms and conditions set out in this Agreement, read with your Schedule (if applicable). If there is a conflict between these terms and conditions and your Schedule, the provisions of your Schedule will prevail.
- 7. If we refuse your Request (which we reserve the right to do), we will have no obligation to you arising from your Request.

Place of Agreement, commencement and duration

- 8. This Agreement is deemed to be concluded at our principal place of business in Bryanston, South Africa and commences on the date on which we accept your Request by activating your subscription to the WOWtv Service.
- 9. This Agreement is binding on you and us unless and until –
 - i. we notify you (in any manner, whether telephonically, electronically, in writing or in person) that we are terminating this Agreement with effect from a specified future date, which we may do at any time; or
 - ii. you notify us (in any manner, whether telephonically, electronically, in writing or in person) that you are terminating this Agreement with effect from a specified future date, which you may do at any time subject to clauses 11 and 12.
- 10. The suspension or termination of this Agreement will not affect –

- i. our rights or remedies, or yours, for the period prior to suspension or termination, as the case may be; or
 - ii. those rights and obligations which this Agreement intends, either expressly or by implication, will survive beyond suspension or termination.
11. If you terminate this Agreement in terms of clause 9.2, such termination will take effect from the last day of the billing month in which the termination notice is received.
12. Your notice of termination must be received by us at least five business days prior to the Due Date in respect of the next billing month. If we do not receive your notice of termination by then, we cannot guarantee that payment instructions for the following billing month will be cancelled in time, and you hereby waive any claim against us in respect of any costs or expenses incurred as a result thereof.

Hardware

13. Other than in respect of a Mobile Decoder, only you and members of your household may use the Smartcard to access the WOWtv Service.
14. You may not tamper with, use or attempt to use the Smartcard or other Equipment for any purpose not authorised by us.
15. We may disable the Smartcard, whether temporarily or permanently, if –
 - i. any unauthorised person uses the Smartcard;
 - ii. the Smartcard is damaged, lost or stolen;
 - iii. you are in breach of this Agreement;
 - iv. the period for which you have paid for your subscription to the WOWtv Service has expired and we have not received payment for the following subscription period;
 - v. it is necessary to protect the integrity of the conditional access system used for the WOWtv Service; or
 - vi. it is otherwise reasonable to do so.
16. You may only access the WOWtv Service by using a Smartcard supplied by us in an Approved Decoder and in accordance with the applicable User Manual.
17. We recommend that you –
 - i. ensure that the Equipment is correctly installed;
 - ii. keep the Smartcard in the Approved Decoder; and
 - iii. keep your decoder connected, at least in standby mode when not in use, to the main power supply and to the satellite reception equipment, to enable the updating of the software in the decoder via satellite and in order to ensure that your continued access to the WOWtv Service is not negatively affected. You acknowledge that in standby mode certain Approved Decoders generate heat and that you will position your decoder with these factors in mind.
18. We cannot guarantee that you will be able to access the WOWtv Service, or any aspect thereof, either optimally or at all, if you do not act in accordance with clauses 13, 14 and 17.
19. If your Smartcard is damaged, lost or stolen –
 - i. you must inform us thereof within 48 hours of you becoming aware thereof; and
 - ii. we or one of our duly authorised representatives will then replace the Smartcard, subject to the payment by you of a replacement fee.

User Manual

20. You agree to comply with the User Manual applicable to the Approved Decoder used by you.
21. If there is any conflict between the provisions of this Agreement and the User Manual, this Agreement will prevail.

Warranty

22. Subject to the provisions of the Consumer Protection Act, if the period of the Manufacturer's warranty in relation to your Approved Decoder has not expired and you are not in breach of the terms thereof, you may be entitled to have that Approved Decoder repaired or replaced subject to the terms of that warranty.

Advanced Decoder Functionality

23. If you own a decoder with Advanced Decoder Functionality you may request us to authorise you to use one or more such functions for purposes of accessing and using the WOWtv Service, for which you agree to pay the requisite fees as amended by us from time to time. The provisions of clause 24 apply if we agree to your request by authorising you to use such functionality.
24. You acknowledge that –
- i. Advanced Decoder Functionalities are developing technologies;
 - ii. part of the memory space in the HDD is reserved for use by us for existing and future applications and content, fault reporting and capturing user profiles;
 - iii. we are not liable to you for any loss of memory space in the HDD or for any loss or corruption of content recorded on the HDD;
 - iv. the memory space available for your use on the HDD is a finite resource and we are not obliged to provide you with additional memory space if you exhaust the memory space in your HDD.
25. If we suspend your authority to access the WOWtv Service or if the Agreement is terminated you will no longer have the right to use the Advanced Decoder Functionality or to access any content recorded on the HDD.
26. We cannot guarantee that Advanced Decoder Functionality will be available at all places in South Africa.
27. Clause 39.ix will apply if you sell or otherwise transfer a decoder with Advanced Decoder Functionality. You acknowledge that any content recorded on the HDD may not be sold or transferred to any person.

Mobile Decoders

35. A Mobile Decoder will only operate within the DVB-H Coverage Areas set out on the Website.
36. A Mobile Decoder will only be compatible with certain devices. A list of devices compatible with the Mobile Decoder will be available on the Website.
37. The Bouquets available on a Mobile Decoder will be set out on the Website.

Restrictions on access to and use of WOWtv Service

38. You may access and use the WOWtv Service and the Equipment only –
- i. in a single residential unit;
 - ii. for private domestic use; and
 - iii. save for a Mobile Decoder and its accessories, at the address in South Africa or Lesotho provided by you and as recorded in our billing system.

39. You may not use the WOWtv Service in any manner or for any purpose other than as set out in this Agreement. Nor may you negligently or intentionally permit any other person to do so. Without limiting the restrictions in clause 38, you may not attempt to or –
- i. access any aspect of the WOWtv Service other than those aspects to which we have authorised you to have access;
 - ii. use the WOWtv Service, or any aspect thereof, for any commercial purpose;
 - iii. exhibit or provide the WOWtv Service to the public, whether or not admission fees are charged;
 - iv. charge any person a fee to access any aspect of the WOWtv Service;
 - v. copy any of the content of the WOWtv Service, except by using the PVR Functionality for time shifting or later private use during the period of this Agreement;
 - vi. hire-out, sell, redistribute, relay, retransmit or rebroadcast any of the content of the WOWtv Service, including any copy thereof that you may have made, whether using the Advanced Decoder Functionality or otherwise;
 - vii. hack, reverse engineer or otherwise compromise the security of the conditional access system, operating software or encryption software used in the Smartcard and any decoder used to receive the WOWtv Service, or in the HDD of a decoder;
 - viii. permit, facilitate or condone any other person doing any of the prohibited activities in this clause 39, whether using your Equipment or otherwise; or
 - ix. sell or otherwise transfer the Equipment without advising us in writing, within seven days thereafter, of the identity and contact details of the transferee.
40. If you wish to receive and/or use the WOWtv Service at an address other than the address referred to in clause 38.iii, you must request our prior consent to do so.
41. You indemnify us against any claim by the transferee in relation to such sale or transfer, including any claim by reason of the non-functionality of the Equipment.
42. You indemnify us and our affiliated companies, and their directors, officers, employees, agents and representatives ("Indemnified Parties") against any claim by a third party in respect of a breach by you of clause 38 and/or 39.
43. You acknowledge that a breach by you of clauses 38 and/or 39 may constitute criminal activity and could result in considerable prejudice and damage to us and/or our licensors and/or channel suppliers.
44. We may determine that certain aspects of the WOWtv Service may only be available in conjunction within certain other aspects of the WOWtv Service and/or Equipment.

Fees

45. We provide the WOWtv Service on a pre-paid and contract basis.
46. In order for you to receive the WOWtv Service, you must pay us directly or via one of our duly authorised representatives the requisite fees for those aspects of the WOWtv Service to which you have Requested access (including, in respect of any Advanced Decoder Functionality) and any VAT and all other taxes, duties, levies or charges that may be levied by any government authority directly or indirectly in relation to the WOWtv Service.
47. You must make, and we must receive, these payments in advance and in full for the forthcoming subscription period on or before the Due Date.
48. We will activate your subscription to the WOWtv Service only once, and as soon as practicable after, you have made, and we have received, payment in full in terms of clause 46.
49. If, despite clause 48, we activate your subscription to the WOWtv Service on a date before the next Due Date, as selected by you or specified by us, then you must pay, on a pro rata basis, the requisite fees for the period for which your subscription was activated prior to the Due Date plus the requisite fees for the forthcoming subscription period.

50. If you do not pay the requisite fees in full on or before the Due Date, we reserve the right to suspend your subscription to the WOWtv Service without further notice to you.
51. If your subscription to the WOWtv Service is suspended or terminated for whatever reason, and whether by you or by us, and you wish to reactivate your subscription to the WOWtv Service, your subscription will not be reactivated until we have received your payment of the requisite reactivation fee.
52. You may not deduct from, or set off against, the fees which you are required to pay to us in terms of this Agreement any amount whatsoever which you claim from us or which we owe you.
53. We may from time to time, in our sole discretion, change the fees payable to us for the WOWtv Service, or any aspect thereof, by way of a General Amendment. Whilst we will endeavour to notify you at least one month in advance of such change, we cannot guarantee that we will do so.
54. We may alter the Payment Instruction under which you pay your fees to us if the amounts payable by you to us should change for any reason. We may also charge and recover from you under that same instruction any other amounts owing by you to us under this Agreement.
55. This agreement, read with your Schedule, is deemed to be a tax invoice as it meets all of the requirements as detailed in section 20(7) of the Value Added Tax Act, 1991.
56. An invoice and/or statement of account in respect of your subscription to the WOWtv Service will be made available to you on the Website for access at any time. You may at any time request that we send you your invoice and/or statement of account and we will then provide one to you.
57. As regards the Movie Rental service, once you have selected the Movie Title you wish to view, you must pay us the requisite fees for that Movie Title using the payment method and system set out on the Website.
58. A transaction for a Movie Title will only be complete once we have received from you payment of the requisite fees for that Movie Title.
59. WOWtv may use payment systems owned and operated by third parties to facilitate the collection of fees and other amounts payable by you for the WOWtv Service, Movie Rental Service or such other service that we may provide from time to time ("Payment System Providers"). We will not be liable to you or any third party for any loss or damage which you may sustain or incur as a result of any error, system downtime or delay experienced by such Payment System Provider.

Communications with us

60. You may authorise any other person to communicate with us on your behalf.
61. Any person who communicates with us in relation to your subscription will be deemed to be authorised by you to represent you if that person meets our standard security check.
62. You agree to be bound by all requests and undertakings made by third parties on your behalf in terms of this clause.
63. It is your responsibility to ensure that your personal information relevant to our standard security checks is not disclosed to third parties whom you have not authorised to represent you.

Communications with you

64. We may communicate with you, amongst other methods, by means of e-mail, on-air communications, or by way of text or other messages to your cellular phone, PC, laptop or to your decoder for display on your television screen.
65. Such messages may be used, amongst other things, to –
 - i. market or promote our services and/or those of our channel suppliers, affiliates and/or clients;
 - ii. inform you about the WOWtv Service and operational systems, and changes to these;

- iii. provide you with information which we believe may be of particular interest or relevance to you;
 - iv. advise you of the status of your account and any amounts owing by you to us;
 - v. inform you that your subscription will be suspended unless we have received payment of the requisite fees;
 - vi. notify you of a General Amendment.
66. We will not be liable for any loss or damage suffered by you or any third party as a result of or in connection with communications with you in accordance with clause 65, and you indemnify and hold us harmless against any loss or damage that you or a third party may suffer as a result of any such communications.

Access to and disclosure of information relating to you

67. You authorise us to –
- i. access from credit bureaus who are members of the Credit Bureau Association and subscribe to its Code of Conduct ("credit bureaus") your personal information concerning financial risk and payment habits ("payment profile") for purposes of credit information sharing, fraud prevention and debtor tracing, and to disclose information regarding your payment profile to such credit bureaus;
 - ii. obtain, capture, store, analyse and use for our marketing purposes the viewing habits and profile of you and the members of your household, including to retrieve such information from your decoder;
 - iii. use data that we may hold in relation to you ("your personal information") for the purposes of –
 - a. processing your Requests;
 - b. administering this Agreement;
 - c. informing you of any new aspects of the WOWtv Service or services provided by our affiliates;
 - d. informing you of promotional competitions;
 - e. informing you of any amendments to this Agreement;
 - iv. disclose your personal information –
 - a. to companies affiliated to us for purposes of marketing the services of those affiliated companies;
 - b. to any company which acquires our business or any part thereof; or
 - c. to any company we are associated with from time to time;
 - d. if and to the extent that we are required to do so to comply with any applicable law, including the requirements of statutory authorities; and
 - v. retain your personal information referred to in this clause 67 indefinitely.
68. It is your responsibility to proactively ensure that the data which you provide to us is complete, accurate and up to date.

Intellectual property

69. You acknowledge that –
- i. the Content Rights and the System Rights are either owned by, or licensed to, us or our affiliates and you acquire no right or interest in such rights; and
 - ii. you will use your best endeavours to maintain and protect our rights and interests, and that of our suppliers and licensors, in the Content Rights and the System Rights.
70. You indemnify us and the other Indemnified Parties against any claim by a third party in respect of a breach by you of clause 69.2.

71. You acknowledge that –

- i. You acknowledge that you understand that the use of the WOWtv Service may include and/or rely on a technological security framework designed to protect the WOWtv Service against unauthorised use, which framework will be automatically implemented, maintained and amended from time to time.
- ii. You hereby agree to such implementation, maintenance and amendment of the technological security framework, which may include the disconnection or discontinuation of any features of the Equipment which facilitate unauthorised use of the WOWtv Service.
- iii. A failure by WOWtv to implement the whole or part of the security framework will not constitute a grant or waiver of any of its rights resulting from unauthorised use of the WOWtv Service in terms of these terms and conditions.

WOWtv's obligations

72. In consideration for the fees paid by you, and subject to you complying with this Agreement, we, in accordance with this Agreement, will provide you with access to those aspects of the WOWtv Service which you have subscribed to.

73. Subject to you complying with this Agreement, our authorising you to have access to the WOWtv Service will continue until suspended by us or terminated by either you or us in terms of the provisions of this Agreement.

74. We have no obligation –

- i. to ensure that the Equipment is installed correctly;
- ii. subject to the terms of the Manufacturers' warranties and/or the decoder care plan (if that plan is available and you have chosen to be covered by that plan) –
 - a. to ensure that the Equipment is or remains functional or error-free and enables you to receive the WOWtv Service;
 - b. to ensure that any aspect of the Advanced Decoder Functionality is or remains functional or error-free;
 - c. to maintain any component or aspect of the Equipment or the Advanced Decoder Functionality; or
- iii. to ensure the integrity or error-free playback of the content copied to the HD

75.

- i. We will attempt to inform you of any content made available by us which may be subject to age restrictions, or contain strong language or other material which may offend sensitive users or which may be inappropriate for younger users.
- ii. However, we are not responsible for preventing the viewing of such content by children below any age restriction, or sensitive or younger users.

Subscriber's obligations

76. Subject to this Agreement, and in addition to any other obligations imposed on you in terms of this Agreement, you must –

- i. provide us with your personal information required by us in order to activate and administer your subscription;
- ii. inform us in writing within seven days of any change to any of the information provided by you in relation to this Agreement;
- iii. inform us immediately if you become aware of –
 - a. any act or attempt by any party in relation to the Equipment or any aspect of the WOWtv Service which, if committed by you, would be a breach of this Agreement;
 - b. any damage to, loss, theft or unauthorised use of the Equipment;

- iv. inform us in writing within seven days if you transfer your Equipment to any other person, and provide us with the identity and contact details of the transferee.
77. If you want to block your and the members of your household's access to content on the WOWtv Service which you consider inappropriate or undesirable, you are responsible for using the parental control mechanism on the WOWtv Service.

No warranties, limitation of liability, and indemnities

78. Subject to the relevant provisions of the Consumer Protection Act we make no warranty or representation, whether expressly or implicitly –
- i. subject to the terms of the warranty and a decoder care plan described in clause 74.2, about any component of the Equipment, or that you will be able to access or continue to access the WOWtv Service using the Equipment, or that such access will be continuous and/or uninterrupted;
 - ii. as to the Coverage Area or that the WOWtv Service, or any aspect thereof, will be available in all parts of the Coverage Area;
 - iii. as to the quality of reception by you of the WOWtv Service, or any aspect thereof, in the Coverage Area to the extent that this results from causes beyond our control;
 - iv. as to the content of the WOWtv Service, including as regards the subject, nature, quality, reliability, truthfulness or accuracy of the content, or that the content will meet your particular tastes or expectations;
 - v. as to the technical quality of the WOWtv Service and Equipment, that the software used to provide the WOWtv Service, including our system software and software applications, is error-free, flawless or without fault.
79. Subject to the terms of the warranty and a decoder care plan described in clause 74.2, and the relevant provisions of the Consumer Protection Act (if and to the extent applicable) we are not liable –
- i. for any loss or damage suffered by you or any other third party, which arises out of –
 - a. any act or omission of ours or our employees or agents, subject to the provisions of clause 79.4;
 - b. any act or omission of our consultants, subcontractors or affiliated companies;
 - c. the exercise by us of any of our rights in terms of this Agreement; or
 - d. any breach by you of your obligations under this Agreement, and you specifically indemnify us and the Indemnified Parties against any claim by you or any third party arising out of such breach;
 - ii. to any person for the content on and/or the use of materials constituting the WOWtv Service, whether provided by us or a third party, and you agree that –
 - a. the WOWtv Service may contain images and/or content that may be regarded as unsuitable or offensive by some viewers;
 - b. we mainly acquire complete channels from channel suppliers and package them into Bouquets and as such we have no influence over, and are unable to alter, the content of the channels;
 - c. the content of the WOWtv Service, including the number, nature, composition and content of channels and Bouquets;
 - d. the programming on the WOWtv Service may differ from that set out in our hard copy and/or electronic programme guides; and
 - e. the channels on each Bouquet may vary from time to time, and that the content of each individual channel may, from time to time, vary;
 - iii. for any delay or failure by us to provide the WOWtv Service, or any aspect thereof, to you to the extent that such delay or failure results from causes beyond our direct or indirect control;
 - iv. for any delay, interruption, defect or failure in the distribution or reception of the WOWtv Service, or any aspect thereof, regardless of the nature, duration or cause thereof, in the absence of gross negligence or willful default on our part. If such delay, interruption, defect or failure is due to our gross negligence or willful default, then you will be entitled, as your sole and exclusive remedy, to a credit against future payments of

- subscription fees equal to the pro-rata portion of the fees representing the period of the delay, interruption, defect or failure to the extent caused by our gross negligence or willful default;
- v. for any delay, interruption, defect or failure in the distribution or reception of the WOWtv Service, or any aspect thereof, regardless of the nature, duration or cause thereof, which we deem necessary for any purpose related to our business, including in order to support the provision, operation, maintenance and security of the WOWtv Service, or any aspect thereof;
 - vi. subject to the provisions of the Consumer Protection Act, the terms of the Manufacturers' warranties and/or the decoder care plan (if that plan is available and you have chosen to be covered by that plan), for any defect in or failure or malfunction of the Equipment, regardless of the nature or cause thereof.
80. Although we strongly recommend the use of WOWtv accredited installers to install any Equipment requiring installation, each installer acts as an independent contractor and is not an employee, subcontractor, agent or representative of WOWtv. Neither the Manufacturer(s) of the Equipment nor we are liable for any loss or damage of any nature whatsoever caused by the conduct of an installer, including as a result of –
- i. any breach by an installer of any of its obligations to you;
 - ii. an act or omission on the part of an installer.

Amendments to and variations in the WOWtv Service

81. The nature, composition and content of the WOWtv Service are determined by us in our sole discretion, and may be changed by us from time to time.
82. Without limiting clause 81, we may –
- i. replace, remove or otherwise amend, or restrict the availability of, any aspect of the WOWtv Service, including, but not limited to –
 - a. any facets, applications, facilities, features and/or functionality of the WOWtv Service;
 - b. the range, nature and format of the WOWtv Service;
 - c. the content of the WOWtv Service, including but not limited to the number, nature, composition and content of channels and Bouquets; and
 - d. the range, nature and number of any ancillary applications, facilities or services;
 - ii. advise you of any additional aspects of the WOWtv Service which become available, the conditions applicable thereto and the charges therefore, if any, and which, if you request to receive this additional aspect, you will be obliged to pay the additional charge, if any;
 - iii. advise you of any aspect of the WOWtv Service for which you must pay an additional charge if you wish to continue receiving it, and which, if you request to continue to receive this aspect, you will be obliged to pay the additional charge.
83. The various systems necessary for or associated with the provision of the WOWtv Service (including technical services, signal distribution and satellite capacity, the conditional access system, the software operating system, software applications, subscriber management services and business systems) are determined by us and are subject to ongoing innovation and change and may be amended by us from time to time. Without limiting the above you agree that we may –
- i. update, vary or replace these systems or any aspect thereof, including, by means of "over the air" software downloads, to address any system errors or other problems relating to the software, to improve security, to provide additional features or functionality, to limit any use of the Equipment outside the scope of this Agreement, and to ensure that the decoders used by Subscribers are not authorised to decrypt signals other than those authorised by us;
 - ii. recommend that you upgrade, reconfigure, change or replace ("upgrade") at your cost if applicable any of the Equipment used by you to access the WOWtv Service, or any aspect thereof. Your continued access to the WOWtv Service could be negatively affected if you do not act on this recommendation; or

- iii. disable or remotely alter the functionality of the PVR Decoder to prevent you from copying certain programmes or channels if we become obliged to do so.
84. You will have no rights, interests or expectations to any increases or decreases in the fees payable by you if we make any amendment to the WOWtv Service in terms of clauses 81 to 83, or any other provision of this Agreement.

Amendment of Agreement

85. You agree to be bound by this Agreement and the User Manual as amended from time to time.
86. We may, in our sole discretion, amend this Agreement and/or the User Manual in any respect from time to time by way of a General Amendment.
87. You agree to be bound by such General Amendment from the date specified in the General Amendment notice, which will be a reasonable time after the date of the General Amendment notice.
88. No amendment requested by you will be valid or effective unless either captured in a General Amendment or recorded in writing and signed by you and by us.

Breach of Agreement

89. Your failure to comply with this Agreement or the User Manual constitutes a material breach of the Agreement.
90. If you breach this Agreement –
- i. we may, without prejudice to any other remedy that we may have, immediately and without notice to you, suspend your authority to have access to the WOWtv Services, disable the Smartcard and/or terminate this Agreement depending on the severity of such breach;
 - ii. you must pay us all legal costs, including attorney and own client costs, tracing agent's fees and collection charges which we may incur in taking any steps pursuant to your breach; and
 - iii. you must pay us any loss or damages incurred by us directly or indirectly as a result of your breach.
91. If we have suspended your subscription to the WOWtv Service and you –
- i. 91.1 remedy your breach;
 - ii. 91.2 comply with this Agreement; and
 - iii. 91.3 pay us all amounts due to us in terms of this Agreement and the requisite reconnection fee,

then we may reactivate your subscription to the WOWtv Service.

92. If we terminate this Agreement, you may submit a Request with a view to us concluding a new Agreement with you.

General

93. This Agreement
- i. constitutes the sole and complete record of the agreement between you and us in regard to its subject matter; and

- ii. supersedes any previous agreement between you and us, or between you and any other company in the WOWtv Group, in terms of which you were authorised to have access to the WOWtv Service.
94. Neither you nor we are bound by any express or implied representation, warranty, undertaking, promise or the like not recorded in this Agreement.
95. Any relaxation or indulgence which we may show you at any time in regard to this Agreement is without prejudice to, and does not constitute a waiver of, any rights we may have, either in terms of this Agreement or any law.
96. If any provision of this Agreement is found to be wholly or partly invalid, unenforceable or unlawful, then –
- i. this Agreement will be severable in respect of the provision in question to the extent of its invalidity, unenforceability or unlawfulness; and
 - ii. the remaining provisions of this Agreement will remain in full force and effect.
97. The rule of construction that this Agreement will be interpreted against the party responsible for the drafting or preparation of this Agreement will not apply.
98. We may cede any of our rights and/or assign any of our obligations under this Agreement to any person.
99. You may not cede any of your rights and/or assign any of your obligations under this Agreement to any person.
100. This Agreement is subject to, and will be interpreted, implemented and enforced, in terms of the laws of South Africa.
101. You consent to the jurisdiction of the Magistrates Court in respect of all proceedings arising out of or pursuant to this Agreement. We may, in our discretion, institute any proceedings arising out of or pursuant to this Agreement in any Division of the High Court of South Africa having jurisdiction.
102. The parties choose the following addresses for the service of all notices and processes arising out of this Agreement –
- i. WOWtv: The Ambridge Office Park, Block B, Vrede Avenue, Bryanston South Africa.
 - ii. You: The physical address supplied by you when making your Request and as recorded in our billing system, as amended by you from time to time.