GENERAL HIRE TO OWN AND SUBSCRIPTION TERMS AND CONDITIONS

These T's and C's govern your use of our OnAir Product(s) and VAS and are binding on you as a Customer/Subscriber. By making use of our OnAir Products and VAS, you are deemed to have accepted these T's and C's and shall be bound to them. We reserve our right to modify these T's and C's without prior notice to you, where reasonably required, and you are then bound by any modified terms and conditions.

These T's and C's should be read with other terms and conditions which may become applicable to your relationship with us, such as the Platform Terms and Conditions, the OnAir Product Schedule(s) and the Embedded VAS Schedule.

IMPORTANT: The clauses printed in bold relate to issues which may pose some risk for you, or which may limit our liability. Please pay special attention to these clauses. By accepting Delivery of the OnAir Products and signing the Waybill (as confirmed in the Customer Confirmation Pack) and being provided access to the VAS (as confirmed in the Welcome Pack), you, in addition to accepting the T's and C's, also specifically signify that you understand and accept the clauses appearing in bold print.

1. DEFINITIONS

1.1. "**Applicable Laws**" means any South African laws, including any statute, regulation, notice, policy, directive, ruling or subordinate legislation, the common law, any binding court order, judgement or ruling, any applicable industry code, policy or standard enforceable by law, or any applicable direction, policy or order that is given by any regulator, competent authority or organ of state or statutory industry body;

1.2. "**Agreement Summary**" means the cover page on the Welcome Pack and Confirmation of Delivery which provides a consolidated view on all the relevant details and information related to the OnAir Products and / or Embedded VAS that you have ordered from OnAir. The Agreement Summary will also provide confirmation of the details related to your letting and hiring of the OnAir Products, subscription to any applicable Embedded VAS as well as any Promotions that you will benefit from;

1.3. "**Business Days**" means all days, excluding Saturdays, Sundays and public holidays. When calculating business days, one must exclude the first day on which the event occurs and include the last day;

1.4. "**Business Hours"** means Monday to Friday, 09:00 – 17:30, and Saturday, 09:00 – 12:00;

1.5. "**Confirmation of Delivery**" means the SMS and/ or email confirmation that the OnAir Product was delivered to you.

1.6. "**Customer**" / "**Subscriber**" means the person who concludes an OnAir Product Agreement and/or an OnAir VAS Subscription Agreement with us, whichever is applicable (also referred to as "**you**" or "**your**");

1.7. "**Customer Care**" means our customer care department which you can contact on WhatsApp: 061 555 5900 at normal charges;

1.8. "**Customer Confirmation Pack**" means the Welcome Pack and Confirmation of Delivery that is provided to you to confirm the content of the agreement relating to your selected OnAir Products and/or VAS which are to be / have been provided to you;

1.9. "**Delivery**" means delivery of the OnAir Product (subject to Delivery by the relevant courier services and the signing of the Waybill) and/or Delivery of the VAS (subject to access to the VAS being received) and / or any other service as specified in the applicable Customer Confirmation Pack;

1.10. "**D&R**" means the OnAir Delivery and Returns Policy which can be found at https://www.onairtv.co.za/;

1.11. "**Discretionary VAS**" means VAS which you elect to add-on to your OnAir Product(s) under a separate Discretionary VAS Subscription Agreement commencing from the OnAir VAS Subscription Date, and which may extend beyond the Hire-to-Own Contract Period. Any Discretionary VAS that you elect to add-on will be confirmed with you by a Third Party Supplier in a Discretionary VAS Communication (separate from the Customer Confirmation Pack) after you have been provided access to the Discretionary VAS and that the applicable Discretionary VAS Subscription Agreement is active;

1.12. "**Discretionary VAS Communication**" means the email, SMS or WhatsApp sent by a Third Party Supplier to confirm the Discretionary VAS Subscription Agreement related to each and every Discretionary VAS that you opt in for at the time of entering into the OnAir Product Agreement or at any time thereafter;

1.13. "**Discretionary VAS Subscription Agreement**" means the agreement under which you elect to subscribe to Discretionary VAS separately from the OnAir Product Agreement. This Discretionary VAS Subscription Agreement becomes effective upon your acceptance of the Discretionary VAS, as confirmed through a Discretionary VAS Communication, and continues independently under its own terms and conditions either with a Third Party Supplier and / or OnAir;

1.14. "**Discretionary VAS Subscription Fee"** means the monthly charges payable for access to the Discretionary VAS, which will be communicated to you in the Discretionary VAS Communication;

1.15. "**Embedded VAS**" means the VAS incorporated within the OnAir Product Agreement, either:

1.15.1. for the full duration of the Hire-to-Own Contract Period, after which the Embedded VAS will automatically continue beyond the Hire-to-Own Contract Period under its own OnAir VAS Subscription Agreement; or

1.15.2. for any Freemium Period, after which it will continue under its own OnAir VAS Subscription Agreement, regardless of whether the Hire-to-Own Contract Period is still ongoing;

1.16. "**Embedded VAS Schedule**" means the schedule detailing the Embedded VAS that OnAir may bundle together with the OnAir Product. Any Embedded VAS which is bundled with the OnAir Product will be communicated to you in the Customer Confirmation Pack;

1.17. "**Freemium Period**" means a specified period upon which the Embedded VAS will be provided to you which is shorter than the Hire to Own Contract Period and will be fully described in the Customer Confirmation Pack. For the sake of clarity, if a Freemium Period is applicable to any Embedded VAS, at the expiry of the Freemium Period, a separate OnAir VAS Subscription Agreement will commence automatically;

1.18. **"Hire-to-Own Commencement Date"** means the date upon which the Hire-to-Own Contract Period commences;

1.19. "**Hire-to-Own Contract Period**" means the term of letting and hiring of the OnAir Product recorded in the applicable OnAir Product Schedule. The normal Hire-to-Own Contract Period is 24 (twenty-four) months from the Hire-to-Own Commencement Date. Should there be any deviation from this, the Hire-to-Own Contract Period will be specified in the OnAir Product Schedule provided to you in the Customer Confirmation Pack;

1.20. "**Network**" means the digital device network and/or the wireless platform for internet services in South Africa that allows you to receive or use our Services;

1.21. "**Network Operator**" means any person licensed to operate an electronic communications network using cellular technology, in South Africa;

1.22. "**OnAir**" means a division of Comit Technologies (Proprietary) Limited with registration number 2011/005082/07 (also referred to as "**we**", "**our**" and "**us**");

1.23. "**OnAir Product(s)**" means the products offered by us, the particulars of which are set forth in descriptive OnAir Product Schedule(s) provided to you in the Customer Confirmation Pack and /or published on our Platforms;

1.24. "**OnAir Product Agreement**" means the agreement established upon acceptance of delivery of the OnAir Product(s), after an offer has been made by you and accepted by us;

1.25. "**OnAir Product Schedule(s)**" means the specific product schedules that deal with OnAir Product offerings which form an integral part of these T's and C's and are provided to you in the Customer Confirmation Pack;

1.12 "**OnAir VAS Subscription Agreement**" means the agreement whereby you pay us the OnAir VAS Subscription Fee and we provide you with access to the applicable VAS, as specified in the Customer Confirmation Pack;

1.13 "**OnAir VAS Subscription Commencement Date"** means the date upon which the Freemium Period (if applicable) or the Hire-to-Own Contract Period ends, and the Embedded VAS continues on its own OnAir VAS Subscription Agreement;

1.14 "**OnAir VAS Subscription Fee**" means the monthly charges payable for access to the Embedded VAS, which will continue to be debited after expiry of the Freemium Period (if applicable) your last instalment in the Hire-to-Own Contract Period (if no Freemium Period is specified);

1.15 "**OnAir VAS Subscription Period**" means the term of the subscription for the VAS commencing on the OnAir VAS Subscription Commencement Date;

1.16 "**Personal Information**" means any information as defined in the Protection of Personal Information Act No. 4 of 2013, including but not limited to:

1.16.1 name and surname;

1.16.2 identification number;

1.16.3 physical address; and

1.16.4 contact details

1.17 **"Platforms"** means our Website, campaign sites, web-applications, mobile applications or channels of communication;

1.18 **"Platform Terms and Conditions"** means the user agreement between you and OnAir which regulates all of the associated interactions we have with each other on our Platforms in relation to the OnAir Products and VAS, and can be found on the Website;

1.19 **"Promotion/s"** means a temporary or conditional added benefit, incentive, or enhancement provided by OnAir or a Third Party Supplier to increase the value proposition. Promotions may take various forms, such as discounts, extended services, bonus features, complimentary products, and are often subject to specific conditions, time limits, or performance criteria. Promotions are subject to their own terms and conditions and are discretionary in nature, meaning they can be withdrawn or adjusted based on predefined criteria.

1.20 **"Reasonable Calculation"** means the pre-calculated and pre-estimated damages, an amount equal to the retail value of the OnAir Product (or, at our discretion, equivalent products), divided by the Hire-to-Own Contract Period, as applicable, and multiplied by the remaining number of months left in the Hire-to-Own Contract Period and/or OnAir VAS Subscription Period, whichever are applicable;

1.21 **"Rental Fee"** means the monthly charges payable for the hiring of an OnAir Product as set out in the applicable OnAir Product Schedule;

1.22 **"Replacement Fee"** means the total value of the OnAir Product(s) as determined by OnAir and is subject to Reasonable Calculation;

1.23 **"Services"** means the digital electronic communication services, internet access services and other electronic communications services which we procure for you via the Network Operator from time to time;

1.24 **"SIM"** means the SIM card or Subscriber Identity Module card containing your phone number and which is programmed to allow you access to our Services over the Network;

1.25 **"Third-Party Supplier/s"** means the third parties who we engage to supply us with certain services and to assist us in providing you the OnAir Product(s) and/or VAS;

1.26 **"VAS"** means the value-added services, which may include Embedded VAS and/or Discretionary VAS;

1.27 **"Waybill"** means a document issued by the courier company that contains details of the OnAir Product(s) being delivered to you and serves as a proof of Delivery;

1.28 **"Website"** means https://www.onairtv.co.za/;

1.29 **"Welcome Pack"** means the collection of documents provided to you after you have placed an order for an OnAir Product or VAS telephonically or on our Website. The Welcome Pack is sent to you by email, SMS and /or Whatsapp and includes the Agreement Summary. The Welcome Pack also will include copies and / or links to the following –

1.29.1 these T's and C's;

1.29.2 the Platform Terms and Conditions;

1.29.3 the OnAir Product Schedule;

1.29.4 Embedded VAS Schedule;

1.29.5 Promotion items;

1.29.6 Privacy Statement; and

1.29.7 Delivery and Returns Policy

1.30 **"WhatsApp"** means a free cross-platform messaging service. It lets users of iPhone and Android smartphones and Mac and Windows PC call and exchange text, photo, audio and video messages with others across the globe for free, regardless of the recipient's device.

2. ACCEPTANCE OF OUR T'S AND C'S

2.1 These T's and C's record the terms and conditions that will apply to:

2.1.1 the letting by us and the hiring by you of any OnAir Product(s); and/or

2.1.2 your acquisition from us (by way of OnAir VAS Subscription Agreement) and our supply to you of any VAS, whichever are applicable.

2.2 By hiring our OnAir Product(s) and/or subscribing to our VAS, you acknowledge that you have read, understood, and agree to be bound by these T's and C's and the applicable OnAir Product Schedule(s) and/or Embedded VAS Schedule (as provided to you in the Customer Confirmation Pack), and that you will, at all times, comply with these T's and C's and all Applicable Laws.

2.3 If you do not accept these T's and C's, you cannot use or receive our OnAir Product(s) and/or VAS.

2.4 Once you have accepted these T's and C's, they will remain in full force and effect until terminated in terms of clause 18 below.

2.5 **If there is any information contained in these T's and C's which you have difficulty understanding, please contact us at support@onairtv.co.za during Business Hours and we will assist you**. If you elect not to do this, we will assume that you fully understand these T's and C's and therefore wilfully and freely consent to be bound by and comply with these T's and C's.

3. **LETTING AND HIRING OF THE ONAIR PRODUCT(S)**

3.1 You confirm your offer to hire an OnAir Product from us when you:

3.1.1 place an order for the OnAir Product on our Website; or

3.1.2 confirm your order for the OnAir Product telephonically

(hereinafter referred to as the "**Offer**").

3.2 If we accept your Offer, we will communicate our acceptance to you by providing you with the Welcome Pack and will deliver the OnAir Product to you as soon as it is practicable. The date of Delivery (confirmed by signing the Waybill) will be referred to as the "**Hire-to-Own Commencement Date**" and as soon as possible, OnAir will confirm the Delivery by providing you with the Confirmation of Delivery.

3.3 When you accept Delivery of the OnAir Product by signing the Waybill (as confirmed through the Confirmation of Delivery), you will be confirming your Offer to hire the OnAir Product from us, on these T's and C's and the OnAir Product Agreement will come into force

3.4 The OnAir Product(s) provided to you has a valid manufacturer's warranty which can be found within the applicable OnAir Product Schedule(s) as provided to you in the Customer Confirmation Pack. The manufacturer's warranty is normally for a period of 12 (twelve) months from the date of use, unless an alternative warranty period is provided for in the Customer Confirmation Pack ("**Warranty Period**").

3.5 The manufacturer's warranty will not apply:

3.5.1 if the OnAir Product(s) is not utilised and maintained as required by the manufacturer's recommendations;

3.5.2 if the claim is for the battery or accessories;

3.5.3 in the case of water damage (including damage due to humidity or perspiration) or ordinary wear and tear; and/or

3.5.4 if the damage results from your negligence and/or abuse including, but not limited to, the affixing, attaching or embedding of the OnAir Product(s) with any other item.

3.6 In the event that your warranty claim is accepted by OnAir, OnAir will cover all collection, diagnostics and related costs.

3.7 In the event that your warranty claim is rejected due to the applicability of any of the exclusions listed in clause 3.5 above, you will be charged a standard fee of **R250.00 (two hundred and fifty Rand)** to cover collection, diagnostics and related costs. This amount will be added to your next debit order.

3.8 If the OnAir Product(s) supplied to you is defective, you may:

3.8.1 return the OnAir Product(s) to us during the Warranty Period; and

3.8.2 elect to either have the OnAir Product(s) repaired or replaced.

3.9 We may elect, in our sole and exclusive discretion, to replace the OnAir Product with a refurbished OnAir Product.

4. PERIOD OF LETTING AND HIRING OF THE ONAIR PRODUCT

In terms of the OnAir Product Agreement, the term for the lease of the OnAir Product will commence on the Hire-to-Own Commencement Date and will endure for the Hire-to-Own Contract Period, unless terminated earlier in terms of Clause 18 below.

5. SUBSCRIPTION FOR THE EMBEDDED VAS (IF APPLICABLE)

5.1 If and when we accept your Offer to hire an OnAir Product(s) from us, as outlined in clause 3.1 above, we will provide to you the VAS and you will correspondingly subscribe for it on these T's and C's read together with the Customer Confirmation Pack. We will grant you access to the VAS, upon which time, the term of the subscription for the VAS will commence and endure for the Freemium Period (if applicable) or the Hire-to-Own Contract Period (if there is no Freemium Period specified). The OnAir VAS Subscription Agreement will only commence on the OnAir VAS Subscription Commencement Date (as specified in the Agreement Summary). The OnAir VAS Subscription Fee for Embedded VAS will be encompassed within the Rental Fee of the OnAir Product(s) during the Freemium Period (if applicable) or the Hire-to-Own Contract Period (if there is no Freemium Period specified). At the conclusion of the Freemium Period (if applicable) or the Hire-to-Own Contract Period (if there is no Freemium Period specified), Embedded VAS will continue on a month-to-month basis and a separate OnAir VAS Subscription Fee will be payable by you.

5.2 **It is your responsibility to ensure that you have reliable transmission of cellular data (compatible with the use of the OnAir Product and/or VAS) for you to adequately make use of the OnAir Product or VAS. We are not responsible for the cellular transmission of data to your address. This transmission is carried out by third party Network Operators.** Prior to acceptance of the Ts and Cs, you must make the necessary enquiry from such operators as to whether you will receive reliable transmission of cellular data (compatible with the use of the OnAir Product and VAS) to your address. Inadequate cellular transmission at your nominated address will not invalidate the validity or enforceability of the Ts and Cs or relieve you from your obligations contained therein.

6 ONAIR VAS SUBSCRIPTION PERIOD (IF APPLICABLE)

In terms of the OnAir VAS Subscription Agreement, the OnAir VAS Subscription Period will commence on the OnAir VAS Subscription Commencement Date, unless terminated earlier in terms of Clause 18 below.

7 NEW PRODUCT

7.1 We may contact you (on one of the communication channels provided to us) at any time to offer to you the letting and hiring and/or a subscription from us of a new package, deal and/or product or an upgrade to a new OnAir Product and/or VAS ("**New Product**"). In the event that we offer a New Product to you, and you accept the offer, then (unless subject to new terms and conditions), these T's and C's will apply to the New Product.

7.2 The OnAir VAS Subscription Fee for Embedded VAS or the Rental Fee, which is payable by you in respect of the New Product, will be the amount which is agreed to at the time that we make the offer to you (and you accept it) and which may thereafter be recorded in the Confirmation of Delivery, which will be provided to you in the Customer Confirmation Pack after the New Product is delivered to you. These T's and C's will be read such that any reference to "OnAir Products" or "VAS" will be a reference to such New Product.

8 DELIVERY

8.1 We will deliver the OnAir Product(s) to you at your nominated South African address.

8.2 We will pay the cost of delivering the OnAir Product to your nominated address and we will choose the method of Delivery.

8.3 Delivery of the OnAir Product will be completed when it reaches your nominated address and once you have signed the Waybill provided. Third party acceptance of the OnAir Product is not permitted.

8.4 **By accepting Delivery of the OnAir Product, you acknowledge that the OnAir Product/s have been inspected and you will be deemed to be satisfied that the OnAir Product is in good order and repair and are fit for the purpose for which it has been let and hired**.

8.5 After Delivery, you will receive a Customer Confirmation Pack (which includes the Welcome Pack and Confirmation of Delivery) confirming the OnAir Products and Embedded VAS provided to you by OnAir.

8.6 Should it be applicable, when the OnAir Product has been delivered to you, we will arrange the OnAir Product to be installed for you at your nominated address (unless otherwise agreed in writing).

8.7 If you experience any difficulty with the operation of the OnAir Product, you may contact us for support via our Website or via: -

8.7.1 Phone: 0861 333 535

8.7.2 WhatsApp: 062 548 5630

8.7.3 Email: support@onairtv.co.za.

8.8 Our obligations to you are limited to and will be discharged by the Delivery to you of the OnAir Product and the VAS and any other service as set out in the Customer Confirmation Pack.

8.9 The provisions relating Delivery are more fully set out in our D&R Policy.

9 RETURNS

The provisions relating to returns are more fully set out in our D&R Policy.

10 PAYMENT OF THE RENTAL AND/OR VAS SUBSCRIPTION FEE(S)

10.1 The Rental Fee and/or the OnAir VAS Subscription Fee payable by you to us each month is the amount agreed to telephonically and the amount recorded in the Agreement Summary for the OnAir Product and Embedded VAS.

10.2 The Discretionary VAS Subscription Fee payable by you each month to the us or any relevant Third Party Supplier is the amount agreed to telephonically and the amount recorded in the Discretionary VAS Communication received from such Third Party Supplier.

10.3 To the extent that there is any discrepancy, the amount in the Agreement Summary and / or the Discretionary VAS Communication will take precedence.

10.4 The Rental Fee and/or the OnAir VAS Subscription Fee (and any other amounts due by you in terms hereof) will be paid by you: -

10.4.1 monthly in arrears; and

10.4.2 by way of a monthly debit order payable on the date of the month which you elect by way of the telephone conversation which gave rise to this OnAir Product Agreement and/or OnAir VAS Subscription Agreement (where applicable), or in the absence thereof, by way of written instruction (subject to our reasonable approval thereof) and subject to the provisions of clause 10.5.

10.5 If the date of your debit order falls on a weekend or public holiday, your debit order will be deducted on the last business day before the weekend or public holiday. If there are insufficient funds in your bank account to meet the amount due, you hereby authorise us to track your bank account and re-present the debit order instruction for payment when sufficient funds are available in your account.

10.6 The debit order referred to herein cannot be cancelled without our prior written consent.

11 OWNERSHIP AND RISK

11.1 You acknowledge that the letting and hiring of the OnAir Product(s) is on a hire-to-own basis, and in this regard, you acknowledge and accept that: -

11.1.1 we retain ownership of the OnAir Product(s), and it remains our sole and exclusive property until all Rental Fees are paid in full (as specified in any applicable OnAir Product Schedule and/or in any other relevant document within the Customer Confirmation Pack);

11.1.2 the OnAir Product(s) will be regarded as movable property and shall not become part of the property in which it is kept or placed;

11.1.3 the OnAir Product(s) shall not be subject to the landlord's hypothec;

11.1.4 you will bear all risk from the date upon which the OnAir Product(s) are delivered to you;

11.1.5 you shall not allow any third party to access, tamper with or move the OnAir Product(s); and

11.1.6 you will be liable to pay us a Replacement Fee, subject to Reasonable Calculation, in the event of loss or theft of the OnAir Product(s).

11.2 Upon the expiry of the Hire-to-Own Contract Period, provided that all amounts due by you to us have been paid in full, ownership of the OnAir Product(s) will be transferred to you automatically and we will be deemed to have delivered the OnAir Product(s) to you by virtue of the fact of having delivered it to you in terms of clause 8.

11.3 Risk in the OnAir Product(s) will vest in you from the date upon which the OnAir Product is delivered to you in terms of clause 8 even though we will continue to own the OnAir Product(s) until the transfer of ownership to you as contemplated in clause 11.2.

12 FAILURE TO PAY

12.1 If you do not timeously pay either the Rental Fee and/or OnAir VAS Subscription Fee to us, we will have the right: -

12.1.1 to cancel this Agreement and/or recover possession from you of the OnAir Product(s), suspend your access to any VAS and/or to claim outstanding amounts and legal fees; or

12.1.2 in our discretion, to allow you to maintain possession of the OnAir Product(s), and immediately claim a penalty from you, subject to Reasonable Calculation, after payment of which, you will be entitled to own the OnAir Product(s) in accordance with the provisions contemplated in clause 11.1.2.

13 BREACH

13.1 In the event that you breach any provision of these T's and C's, read with the applicable Customer Confirmation Pack, and remain in breach after 7 (seven) Business Days' notice to remedy the breach, then, in addition to any rights set forth in clause 11, we have the right to:

13.1.1 enforce these T's and C's and the terms set out in the Customer Confirmation Pack; and/or

13.1.2 terminate the OnAir Product Agreement and/or the OnAir VAS Subscription Agreement; and in either case

13.1.3 claim from you damages which we suffer.

13.2 In the event that we are required to launch legal proceedings against you as a result of your breach, you will be liable for the charges including tracing agent fees and legal fees on an attorney-and-client scale.

14 INFORMATION AND DISCLOSURE

14.1 In providing the OnAir Product(s) and VAS, we will be in possession of your Personal Information. To fulfil our obligations to you regarding these T's and C's and insofar as is permissible in terms of Applicable Laws, we will be required to process your Personal Information and disclose it to Third-Party Suppliers.

14.2 You warrant and guarantee that all Personal Information supplied to us by you is true and correct and you consent to us disclosing your Personal Information for the purpose above.

14.3 You confirm that we may contact you telephonically and / or electronically (via SMS, email or WhatsApp) for any reason related to this Agreement or to offer you other products and/ or services from us as more fully described at clause 15.

14.4 Should any Personal Information which you have given to us change, you must inform us of the change immediately.

14.5 For more information on how we process your Personal Information, the purpose for processing and our control measures in place to ensure that your Personal Information is private and secure, please read the Privacy Policy.

15 COMMUNICATIONS

You agree that we may communicate with you relating to, amongst other things, the OnAir Product, VAS, New Products, information about your statement, and other services and products or other Third-Party Suppliers which we think may be of interest to you. Should you wish to exercise your opt-out rights or change your communication preferences, this would need to be communicated with us as soon as reasonably practicable by contacting us at 0861 333 535 or by making use of the "opt-out" option available on the communication received.

16 EXCLUSIONS

To the extent permitted by Applicable Laws, we exclude, and you waive all liability to you and anyone else for any installation, non-installation, incorrect installation, direct, indirect or consequential loss, costs, expenses or damage, whether in common law, in terms of statute or otherwise arising directly or indirectly from these T's and C's and/or from your use of the OnAir Product and/or VAS.

17 INDEMNITY AND WAIVER

17.1 **You indemnify us against any loss or damage which any person (including ourselves) may suffer arising directly or indirectly from you breaching your obligations under these T's and C's.**

17.2 **We rely on Third-Party Suppliers to supply and where applicable, deliver and install, the OnAir Product and/or VAS. You agree not to hold us or any of our Third-Party Suppliers (to the extent permitted by law) liable for damages, losses, costs or expenses, whether direct, indirect or consequential arising from or in connection with any act, omission, neglect or default of a Third-Party Suppliers or us where this is a result of the Third-Party Supplier's action or omission, neglect or default.**

18 TERMINATION

18.1 You may, by providing 30 (thirty) Business Days' written notice to us, terminate the OnAir Product Agreement and/or OnAir VAS Subscription Agreement for any reason.

18.2 In the event that you terminate the OnAir Product Agreement for any reason, prior to the expiry of the Hire-to-Own Contract Period, in the manner contemplated in clause 17, you will be required to pay a cancellation fee, subject to Reasonable Calculation, and unless otherwise agreed in writing by us, you will be required to deliver the OnAir Product to us at the address specified by us from time to time and/or recorded on our Website.

18.3 In the event that you become provisionally sequestrated or a liquidator or a receiver or any other administrator is appointed to your business or assets, or an application for this is made, or if you enter into any arrangement or composition with your creditors including any act of insolvency as this term is defined in South African law, or if a resolution is passed to wind up your business, we will have the right: -

18.3.1 to cancel the OnAir Product Agreement and/or recover possession from you of the OnAir Product and to claim outstanding amounts and legal fees; or

18.3.2 in our discretion, to allow you to maintain possession of the OnAir Product, and immediately claim a fee from you, subject to Reasonable Calculation, after payment of which, you will be entitled to own the OnAir Product, in accordance with the provisions contemplated in clause 11.2.

19 GENERAL

19.1. Any concession or extra time we allow you does not affect our rights under these T's and C's.

19.2. You agree that these T's and C's will be interpreted and governed according to the laws of the Republic of South Africa.

19.3. You choose the Delivery address in clause 8.1 as the address at which you will accept service of all notices and court process from us.

19.4. You consent to the non-exclusive jurisdiction of the Magistrates Court in the event that we must launch legal proceedings against you, and we also consent to the non-exclusive jurisdiction of the Magistrates Court.

19.5. You acknowledge that by entering into these T's and C's, you have not relied on any promises, representations or other statements made by us or on our behalf.

19.6. You release us and each of our officers, agents and advisors from all claims, actions, and demands of any kind (including carelessness) arising from our relationship in terms of these T's and C's and from discussions leading to it.

19.7. If any term of these T's and C's are found to be invalid or unenforceable, that term will be removed and the invalid or unenforceable term will not affect the validity of the remainder of these T's and C's, which will remain effective.

19.8. **Until you have paid all of the amounts due by you to us in terms of the OnAir Product Agreement in full and you have become the owner of the OnAir Product, you cannot transfer the OnAir Product to anyone else without our consent. Nor may you, transfer, cede or assign any of your rights and responsibilities under these T's and C's. We can transfer, cede or assign any of our rights and obligations in terms of these T's and C's at any time to any person without your consent.**

19.9. If we have concluded these T's and C's with you through direct marketing, you may terminate these T's and C's, in writing, within 5 Business Days' after the Hire-to-Own Commencement Date and/or OnAir VAS Subscription Commencement Date. In the event that you choose to terminate these T's and C's as contemplated in this clause, the OnAir Product must be returned to us at the address specified by us from time to time on our Website together with all original packaging.

19.10. We may, and you agree that we may, enter into these T's and C's with you as agent on behalf of a principal. To the extent that we enter into these T's and C's with you as agent on behalf of a principal and the identity of that principal is not disclosed to you, then in that event, you agree that where the principal so elects at any time, you will exercise any rights afforded to you and discharge any obligations imposed upon you in terms of these T's and C's as if these T's and C's had been entered into by us as principal and not as an agent, and you will not have and/or you waive any claim, right or entitlement that you have or may have in relation to the disclosed or undisclosed principal.

20 CONTACT DETAILS AND COMPLAINTS

20.1 If you have a complaint about our services, OnAir Product(s), VAS or require information regarding our internal complaints-handling process, you can contact us via our Customer Care Department.

20.2 We are a participant to the Consumer Goods and Services Ombud ("**CGSO**") and are bound by the Consumer Goods and Services Industry Code of Conduct. If we do not resolve your complaint within 15 (fifteen) Business Days' of you having notified us of it, you are entitled to approach CGSO, to assist in resolving the dispute. The CGSO's contact details are:

20.2.1 Website: http://www.cgso.org.za/; or

20.2.2 Call: 0860 000 272.

21 DISCLOSURES IN TERMS OF SECTION 43 OF ECTA

Any transactions concluded on this Website will qualify as "**Electronic Transactions**" as defined in terms of the Electronic Communications and Transactions Act 25 of 2002 ("**ECTA**") and the information required in terms of Chapter 7 of the ECTA can be found on the OnAir Website at https://onairtv.co.za.