

WISH NETWORKS STANDARD TERMS AND CONDITIONS OF SERVICE

A. DEFINITION

WISH, shall here forth refer to Wish Networks (Pty) Ltd. (Reg. No. 2011/120384/07)

1 THESE TERMS AND CONDITIONS TO PREVAIL

These terms and conditions (hereinafter referred to as "this agreement") constitute the whole of the agreement between WISH and the subscriber.

2 DURATION

This agreement shall be valid for from the day it is signed until the last day that the subscriber has been connected to the service. This agreement shall be kept valid should a subscriber reconnect to the service, within 3 months of any previous connection.

3 CHARGES

3.1 The charge for the subscriber's entitlement to use the service is a monthly fee paid in advance

3.2 New clients are required to pay for a full month up-front regardless of the date of sign-up. There are no pro-rata fees offered on any of the packages.

3.3 WISH reserves the right to adjust service charges and terms at their sole discretion. These changes will be brought into effect during the 1st calendar month following such a decision.

4 SUBSCRIBER'S OBLIGATIONS

4.1 The subscriber is advised not to allow any other party access to the service through his/her unique network access device, since he/she will be held responsible and liable for any traffic originating from that particular device.

4.2 The subscriber may not at any time use the service in contravention of any South African law. In particular, the subscriber undertakes to familiarise him/herself with applicable law and undertakes to ensure that he/she is kept continuously apprised of all South African law which has any bearing on the service and/or its use. WISH has no obligation to assist the subscriber in this regard.

4.3 All subscriptions end at midnight on the last day of each month. If a subscriber wishes to be connected uninterrupted into the next month, it is his/her responsibility to renew the subscription by means of timely payment during the last week of the previous month. Payment notification is essential.

5 SERVICE PROVIDER'S OBLIGATIONS

If it is no longer possible to provide the service due to conditions beyond of our control, all subscriber agreements will become null and void, and only monthly connection fees for complete future months already paid in full, shall be refunded.

6 WARRANTIES

WISH does not make any representation nor, unless expressly given in writing, give any warranty or guarantee of any nature whatsoever in respect of the service or its sustainability for any purpose. WISH does not warrant or guarantee that the information transmitted by and/or available to the subscriber by way of the service –

- ⑩ will be preserved or sustained in its entirety;
- ⑩ will be suitable for any purpose;
- ⑩ will be secure and protected from unauthorized access;
- ⑩ will be free of inaccuracies or defects or bugs or viruses of any kind,

and WISH assumes no liability, responsibility or obligations in regard to any of the aforementioned exclusions.

7 EXCLUSION OF LIABILITY

7.1 Except as otherwise expressly provided herein to the contrary, WISH shall not be liable to the subscriber or any third party for any loss or damage of whatsoever nature and/or howsoever arising (including consequential or incidental loss or damage which shall include but shall not be limited to loss to property or of profit, business, goodwill, revenue or anticipated savings).

7.2 The subscriber hereby indemnifies WISH against and holds WISH harmless from any claim by any party arising directly or indirectly out of access to or use of any service or information obtained through the use of the WISH network.

8 TERMINATION OF SERVICE

8.1 The subscription will be deemed terminated on the last day that calendar month in the absence of any confirmed payment or notification of payment from the subscriber.

8.2 WISH reserves the right to terminate the service at any time at their sole discretion and WISH shall use best endeavours to provide the subscriber with as much prior notification in advance of said termination, and the reason therefore, to enable subscriber to make alternative arrangements.

9 VARIATION

9.1 WISH may, in its sole discretion, change this agreement or any part thereof at any time without notice.