

SSTREAM TV (PTY) LIMITED TERMS AND CONDITIONS

A. The following Terms and Conditions contain assumptions of risk and/or liability by Customers and limit and exclude liabilities, obligations and legal responsibilities which Sstreamm TV (Pty) Ltd (referred to as the "Platform") will have towards Customers and other persons. These Terms and Conditions also limit and exclude Customers rights and remedies against the Platform and place various risks, liabilities, obligations and legal responsibilities on Customers. These Terms and Conditions may result in Customers being responsible for paying additional costs and amounts and the Platform may also have claims and other rights against Customers.

B. To the extent that the Terms and Conditions or any goods or services provided under the Terms and Conditions are governed by the Consumer Protection Act, 2008 (the "Consumer Protection Act"), no provision of the Terms and Conditions are intended to contravene the applicable provisions of the Consumer Protection Act, and therefore all provisions of the Terms and Conditions must be treated as being qualified, to the extent necessary, to ensure that the applicable provisions of the Consumer Protection Act are complied with.

C. Please read these Terms and Conditions carefully. Participation on the Platform will constitute Customers agreement to comply with these Terms and Conditions. If Customers do not agree with these Terms and Conditions, please do not participate on the Platform

SECTION 49 CONSUMER PROTECTION ACT NO 68 OF 2008 NOTICE, THE FOLLOWING TERMS ARE IMPORTANT TO NOTE: CLAUSES 2,3,4, 5 AND 6.

1. Introduction:

- 1.1. The Platform invites content creators to upload video clips to the Platform for the purpose of self-promotion.

2. Who May Upload:

- 2.1. To be eligible to upload, the content creator must be 18 years or older.

3. Upload rules:

- 3.1.1. Content creators are responsible for ensuring that their uploaded clips are complete and playable
- 3.1.2. Each content creator guarantees and undertakes that they have the absolute legal right to upload the clip.

- 3.1.3. By uploading your clip, the content creator agrees to grant the Platform the right, but not the obligation to use and share your video and name on the Platform's social platforms.
- 3.1.4. All clips will be moderated prior to being published on the Platform
- 3.1.5. Videos that do not honour the Platform's brand value will not be approved for publication

4. Videos may not show

- 4.1.1. Alcohol, persons under the influence of alcohol and/ any illegal substance abuse;
- 4.1.2. Videos of children under the age of 18
- 4.1.3. Pornographic or offensive images;
- 4.1.4. Videos with any racist connotations

5. Permissions

5.1 Content Provider expressly grants to the Platform the following rights in connection with the uploading of the video content created:

- 5.1.1. The right to use, perform, display, reproduce, distribute and otherwise exploit the video (and any portions thereof), under the Sstreamm / PockitTV brand, through and/or by any means and/or media (whether now known or later created), in audiovisual and audio-only formats, either alone or together with other videos, including without limitation in the form of streams throughout the world;
- 5.1.2. The right to sublicense any and all rights granted herein to third parties.
- 5.1.3. The right to use, display and otherwise exploit (and to authorize any of its affiliates, subcontractors, licensees, sub-licensees and other third parties (~~Third-Party Partners~~) to use, display and otherwise exploit the video.

6. General:

- 6.1. The Platform will not be liable if the content provider receives any negative comments or criticism on any social media platform
- 6.2. If a video trends, or goes viral, the Platform will not compensate the content provider for any usage rights at any time, in the lifetime of the content provider or family thereof.
- 6.3. The Platform, its respective directors, affiliates, members, partners, employees, agents, consultants, suppliers, contractors, subsidiaries and sponsors assume no liability whatsoever for any direct or indirect loss or damage, including but not limited to

physical harm or death, howsoever arising from or as a result of a content provider's participation on the Platform. The content provider hereby expressly indemnify the Platform in this regard and shall hold it harmless from all and any claims arising from or as a result of the above reasons.

- 6.4. The decision of the Platform in respect of disputes arising out of videos being published on the Platform shall be dealt with by the Platform in terms of these terms and conditions. The decision of the Platform in this regard shall be final.
- 6.5. By uploading content to the Platform, the content providers signify their consent to be bound by the terms and conditions contained herein.