



TELEVISION SERVICE Terms and Conditions

1.0 GENERAL: Sure South Atlantic Limited ("the Company") is duly licensed to operate Broadcasting Stations and to Broadcast Services, the Sure South Atlantic Television Rebroadcast Service ("the Service") together with other services and applications that may be introduced from time to time. The terms set forth below, the terms on the Sure order form ("Application Form") and the terms of any documents referenced or otherwise incorporated herein (collectively, "Agreement") govern the provision by Sure of service to its customer specified on the Application Form ("Customer"). This service provides access only for the Customer's use; it does not include any third party charges thereof. This Agreement is effective upon its acceptance by Sure as set forth on the Application Form ("Effective Date"). Sure reserves the right to refuse your application for the Service. "The Customer" means the person or body who has entered into this Agreement with Sure.

1.2. Sure will notify the Customer in writing 7 working days in advance of any change to the non-pricing terms and conditions.

1.3 Sure shall provide a Digital Re-broadcasting Service with the following features:

The Standard Package

- At least 17 simultaneous channels

o No interruptions by switching in the simultaneous channels.

- Parental Control Facility (where this is available from the content provider)
- Channel content shall initially include, but shall not be limited to, the following:

- MNET
- MNET Movies 1
- MNET Movies 3
- MTV
- BBC World
- BBC Brit
- Discovery Channel
- Nickelodeon
- Nick Toons
- Food Network
- Universal TV
- SS Cricket
- SS Tennis
- SS Premier League
- SS Golf
- SS Rugby
- SS Action

The Premium Package

- At least 30 simultaneous channels plus capacity for two local channels

o No interruptions by switching in the simultaneous channels.

- Parental Control Facility (where this is available from the content provider)
- Channel content shall initially include, but shall not be limited to, the following:

- MNET
- MNET Movies 1
- MNET Movies 3
- MTV
- BBC World
- BBC Brit
- Discovery Channel
- Nickelodeon
- Nick Toons
- Food Network
- Universal TV
- SS Cricket
- SS Tennis
- SS Premier League
- SS Golf
- SS Rugby
- SS Action
- Curiosity
- SS Motorsport
- Studio Universal
- E!
- Discovery Family
- Nat Geo Wild
- MNET Movies 2
- History Channel
- Sky News
- Disney Junior
- Nickelodeon Junior
- SS Football+
- Discovery ID

• Sure reserves the right to change the initial channel content in the event that the Company's Content Provider makes changes to its channel schedules, or if the Company changes Content Provider.

2.0 TERM: There is one full Calendar month minimum term contract from the Service Start Date ("Minimum Period"). Should the Customer terminate this Agreement before the expiration of the Minimum Period, the Customer will remain liable for the charges during the Minimum Period. Thereafter (that is once the Minimum Period has passed), the Customer may cease the contract at any time by giving not less than 30 days' written advance notice of termination before the cessation date. If the Customer gives less than 30 days' notice before the end of a calendar month he/she may be liable for all charges up to and including the cessation date. Sure will always give the Customer 30 days' advance written notice of termination. This Agreement shall continue in force from the Effective Date until either party provides the other with the required advance written notice of termination.

3.0 SERVICE ACCEPTANCE: Is the date Service is operational and available for the Customer's use ("Service Start Date").

4.0 CHARGES: Effective as of the Service Start Date, the Customer shall pay the monthly charges set forth in the Sure Tariff of charges (see www.sure.co.sh for current Sure Tariffs). The subscription fee must be paid one calendar month in advance and may be reviewed by the Company from time to time. The Customer shall also incur an installation or other specified one-time Charge as of the date Sure commences the work for which that Charge applies. Sure may revise the Charges at any time upon twenty eight (28) calendar days' advance notice.

5.0 PAYMENT: Sure shall provide invoices regularly covering Sure's monthly billing periods. The Customer shall pay for these charges in accordance with clause 7.1. If payment becomes overdue Sure reserves the right to suspend the Service in accordance with 7.3. The Customer shall be liable to Sure for any and all costs and/or expenses incurred directly or indirectly, including reasonable legal costs and expenses, in the collection or attempted collection of any amounts overdue.

6.0 PROVISION AND USE OF SERVICE

6.1. The Service will only be available if there is a valid contract with Sure.

6.2. Sure will make all reasonable efforts to ensure that the Service is always available, but makes no commitments or promises and offers no guarantees or representations regarding availability, continuous access to or reception quality of the Service. Delivery of the Service shall from time to time be subject to interruptions arising from essential equipment maintenance. Wherever possible the Company will provide advance notice to the Customer of such interruptions.

6.3 Sure shall provide a Smartcard when it considers it necessary to each Customer for reception of the service. The Smartcard shall at all times remain the property of Sure and must not be

removed from the Customer's premises without the Company's authority. The Customer is not permitted to transfer the Smartcard to any other party. If any damage or loss is occasioned on a Customer's premises to the Smartcard, the Customer shall pay to Sure the amount of any costs or expenses incurred in replacing the Smartcard.

6.4. Sure reserves the right on provision of reasonable notice to temporarily or permanently (until further notice) suspend the Service to enable repairs, maintenance or improvements to Sure's system, or at the request of the Governor in Council or any of the essential services in the interest of the general public.

6.5 Sure shall provide equipment, including an aerial installation, which is capable of receiving a signal power better than 43mV at the Customer's premises, and be solely responsible for its maintenance. The Customer will pay for the installation and any appropriate maintenance charges that may be required from time to time. The Customer shall also be responsible for obtaining the necessary approvals from the relevant authorities in connection with the installation of such equipment.

7.0 CUSTOMER'S RESPONSIBILITY

7.1. The Customer shall pay, within 28 Calendar days of the bill date, all rentals, fees and all other charges for Service associated with the Customer's Bill, including any increase in charges, fees, rentals or other rates where applicable and notified in writing from time to time to The Customer by Sure.

7.2. The Customer shall purchase a Set Top Box and will be provided with a Smartcard that is and will remain the property of Sure to enable the reception of the Service. The Set Top Box is the property of the Customer who is fully responsible for its maintenance.

7.3. If any fees or charges payable by the Customer shall be in arrears for 11 days after these should have been paid, Sure may, without further notice than provided by the Customer's bill, temporarily suspend service.

7.4. The Customer shall pay Sure charges for replacement and/or repair if any replacement and/or repairs are required due to The Customer's abuse, misuse, neglect or damage to Sure's equipment.

7.5 Sure provides the Service strictly on the understanding that the Customer will use it solely for the purpose of private, internal viewing within the Customer's premises. The Customer shall not be permitted to record or duplicate the Service nor re-broadcast, transmit or exhibit the Service (whether for a fee or otherwise) outside the Customer's premises.

7.6 The Customer must not connect or attach to the equipment or Sure's property any electrical or mechanical device without Sure's written consent.

7.7 The Customer must not act in any way or do anything, whether knowingly or otherwise, which will impair the operation of the network or any part of it, or put it in jeopardy.

7.8 The Customer must not resell the Service.

8.0 CUSTOMER EQUIPMENT

8.1. Customer equipment must comply with the standards to be determined by Sure, who can change the equipment compliance standards at any time during the Agreement.

8.2. If the Customer uses equipment not provided by Sure, Services may only be provided if the equipment can be programmed to meet the technical requirements of the Sure network. The Customer agrees to provide ALL information which may be needed to do this. Sure is under no obligation to obtain this information from the manufacturer or any other source. Sure cannot guarantee provision of the Service when customer equipment is not supplied by The Company.

9.0 UPGRADE/DOWNGRADE/TERMINATION/CANCELLATION/DISCONTINUATION OF SERVICE

9.1. In the event that the Customer decides to:

9.2. Upgrade from the 'Standard Package' to the 'Premium Package', Sure will require at least two working days' notice. Customers who wish to upgrade to the 'Premium Package' can do so when the Minimum Term of the 'Standard Package' has been completed.

9.3. Downgrade from the 'Premium Package' to the 'Standard Package', Sure will require at least thirty (30) days' advanced notice; and will only be effected from the first working day of a calendar month. Customers who wish to downgrade to the 'Standard Package' can do so when the Minimum Terms of their current package is completed.

9.4 In the event the Customer terminates the Service after the Service Start Date in accordance with clause 2 above the Customer shall pay for all Charges incurred up to and including the date Service is discontinued. No refunds will be given to the Customer. The Customer may cancel the Service prior to the Service Start Date by providing prior written notice to Sure. In such event, the Customer shall pay for all Charges incurred up to and including the date of cancellation.

10.0 TERMINATION

10.1. Sure may suspend or disconnect the Service from the Network after giving 7 calendar days' notice in writing where payments for other services are unreasonably overdue.

10.2. Where the Service is suspended or disconnected, Sure is not obliged to refund any subscription

10.3. Sure can end all or part of this Agreement immediately and without prior notice to The Customer if:

- (a) There is a breach of this Agreement;
- (b) Any licence to run the network has ended;
- (c) Factors beyond Sure's control prevent the Service from being delivered for a period of more than sixty days.

10.4. Sure may cease the Service if it is discovered that equipment used by The Customer has been previously reported as stolen.

10.5. Sure may terminate this Agreement on notice to the Customer in any of the following circumstances: (i) initiation of proceedings by the Customer in voluntary bankruptcy; (ii) initiation of proceedings against the Customer in involuntary bankruptcy which are not dismissed within sixty (60) days of initiation; (iii) the appointment of a receiver or trustee for the Customer; (iv) a general assignment for the benefit of the Customer's creditors; (v) the Customer's insolvency; (vi) non-payment of amounts due to Sure under this Agreement or under any Telecoms Agreement.

10.6. Upon any termination, the Customer shall (i) immediately cease utilising the Service, (ii) immediately return any Service Agreement Software, (iii) permit Sure to have access to and remove any Equipment from the Customer's premises, (iv) pay Sure for all Charges incurred by Customer up to and including the date Service is discontinued.

10.7. In addition to any other remedies available, Sure may immediately (without notice and without liability to the Customer) discontinue the provision of Service if any of the following occurs: (a) Sure deems in its absolute discretion that it is necessary to discontinue the Service in order to protect against its fraudulent or illegal use or to otherwise protect Sure, its equipment, or facilities; (b) Sure receives complaints or claims from third parties regarding the Customer's use of the Service; or (c) the Customer fails to comply with the warranties set forth below.

11.0 INDEMNIFICATION/LIMITATION OF LIABILITY:

11.1. The Customer shall defend, indemnify and hold Sure harmless from and against all claims, demands, actions, causes of action, judgments, costs and reasonable legal costs and expenses of any kind or nature for any damages of any kind arising from or related to any use of the Service, Software, Equipment, or the Internet including any breach by the Customer of the terms of this Agreement, whether such use is by the Customer or any third party irrespective of whether the Customer has authorised or known about such usage, or otherwise arising under or related to this Agreement, the Service, the Software, the Equipment, or the Internet.

11.2. Sure shall not be liable for any delay or interruption in or failure to provide or restore the Service howsoever caused including, without limitation, anything caused by or attributable to any customer equipment or any services provided by any person providing the on-line service connection to the Internet. In no event shall Sure be liable for any unauthorised access by a third party to Customer's computer network or data, loss of profits or data, or for any incidental, special, exemplary, or consequential damages. For all other claims that may arise under the terms of this Agreement (and whether in contract, tort, negligence or otherwise), then, to the extent allowed by law Sure's total liability to the Customer, shall be capped at 100% of the fees paid by the Customer to Sure in the 12 months immediately prior to the event giving rise to the claim.

11.3. If Sure has been notified that any Customer's usage of the Service, Software, Equipment, or the Internet is infringing any third party's rights or is in violation of any applicable law or regulation or if Sure otherwise has reason to believe this to be so, if requested by Sure, the Customer shall immediately cease all such usage of the Service, Software, or Equipment

12.0 REPRESENTATIONS AND WARRANTIES:

12.1. Sure shall provide Service, Software and Equipment as set forth in this Agreement. SURE DOES NOT WARRANT THAT THE SERVICE, SERVICE AGREEMENT SOFTWARE OR EQUIPMENT SHALL BE UNINTERRUPTED OR ERROR FREE OR PROVIDE ANY SECURITY OR PRIVACY FOR ANY COMPUTER NETWORK OR ANY DATA, OR THAT THE INFORMATION AVAILABLE AND/OR ACCESSED THROUGH THE INTERNET SHALL BE ACCURATE, CORRECT, APPROPRIATE FOR ANY PARTY'S NEEDS, FREE FROM VIRUSES OR OTHER DISABLING CODES, OR THAT SUCH INFORMATION SHALL NOT INFRINGE UPON ANY PROPRIETARY OR OTHER RIGHTS OF OTHERS THE USE OF THE INTERNET, ANY INFORMATION AVAILABLE AND/OR ACCESSED THROUGH THE INTERNET, ANY DOMAIN NAME, AND ANY SECURITY FEATURES PROVIDED FOR THE SERVICE SHALL BE AT THE USER'S SOLE RISK. OTHER THAN ANY EXPRESS WARRANTIES CONTAINED IN THIS AGREEMENT, Sure DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR YEAR/ DATE ACCURACY. SURE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, AS TO THE FITNESS, QUALITY, SUITABILITY, MERCHANTABILITY, TITLE, NON-INFRINGEMENT OR PERFORMANCE OF ANY THIRD- PARTY LICENSE AGREEMENT SOFTWARE, IT BEING AGREED THAT ANY SUCH SOFTWARE IS BEING SUPPLIED "AS IS" AND THAT ALL SUCH RISK, AS BETWEEN Sure AND CUSTOMER, ARE TO BE BORNE BY CUSTOMER AT ITS SOLE RISK AND EXPENSE.

THE CUSTOMER HEREBY REPRESENTS AND WARRANTS THAT USE OF THE SERVICE HEREUNDER (INCLUDING ANY USE OF ANY DOMAIN NAME) SHALL NOT VIOLATE OR INFRINGE UPON ANY PROPRIETARY OR OTHER RIGHTS OF OTHERS, BE ABUSIVE, THREATENING, OBSCENE, PROFANE OR OTHERWISE OFFENSIVE, OR VIOLATE ANY APPLICABLE LAWS OR REGULATIONS. THE CUSTOMER SHALL NOT REPRESENT TO ANY THIRD PARTY THAT SURE HAS MADE ANY WARRANTY OR REPRESENTATION OF ANY KIND WITH RESPECT TO THE SERVICE, SOFTWARE, EQUIPMENT, OR THE INTERNET.

13.0 ADDITIONAL TERMS:

- (a) This Agreement is governed by and shall be construed in accordance with the laws of the St. Helena Island.
- (b) The Customer may not assign or transfer this Agreement or any rights or obligations hereunder without the prior written consent of Sure. An assignment shall be deemed to include any change of control of the Customer.
- (c) Sure shall not be liable for, and is excused from, any failure or delay in performance that is due to acts of God, acts of civil or military authority, acts of the public enemy, war or threats of war, accidents, fires, explosions, earthquakes, floods, hurricanes, unusually severe weather, epidemics, or due to any other cause beyond its reasonable control.
- (d) Sure may at any time on giving 28 days' notice to the Customer vary pricing Terms and Conditions.
- (e) Any notice required to be given by either party under this Agreement may be sent by post in the case of Sure to the Sure's Main Office, and in the case of the Customer, to the address set out in the Application Form or to the Customer's E-Mail address and shall in the case of notice by post be deemed to be effective three days after posting and in the case of notice to the Customer by E-Mail 24 hours after transmission.
- (f) This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof, and it supersedes all prior and/or contemporaneous oral and written agreements, understandings, and/or representations thereto.
- (g) Notwithstanding any purchase orders or similar documents submitted by the Customer to Sure only the terms of this Agreement shall apply.

14.0 FAULTS AND REPAIRS/MAINTENANCE

14.1. If the Customer reports a failure or impairment in the provision of the Services, Sure shall, subject to the other terms and provisions of this agreement, restore the Service or correct the impairment as soon as reasonably practicable following the Customer's notification of the same. Sure shall not be obliged to take any step to restore the Services otherwise than during Sure normal working hours being 0800 to 1600 Monday to Friday (excluding Public Holidays).

14.2. Sure will not undertake any repairs/maintenance of customer-provided equipment.

15.0 CUSTOMER QUERIES AND DISPUTES

15.1 Sure has available a Customer Care Centre at Bishops Rooms, Jamestown and can be visited to resolve any queries or disputes the customer may have during normal opening Hours 09:00am to 15:00pm Monday to Friday, excluding Wednesday, of which the normal opening hours are 09:00 a.m. to 12 Noon a n d statutory Holidays; and Saturday 09:00 a.m. to 12 Noon

15.2. Alternatively the customer can contact the Customer Care Centre on telephone number 22900 during normal work hours 08:00am to 16:00pm Monday to Friday, excluding statutory Holidays.

15.3 In the event that the Customer has not been able to resolve a query or dispute through the Customer Care Centre as detailed in 15.1 or 15.2 the Customer can request the Chief Magistrate to conduct an independent review of that query or dispute. The Customer must allow Sure the opportunity to resolve the query or dispute before making any such request to the Chief Magistrate.

[Empty signature box for Customer]

Customer

[Empty signature box for Date]

Date

Sure South Atlantic Limited

PO Box 2,
Bishop's Rooms,
Jamestown,
St. Helena Island, South Atlantic Ocean STHL 1ZZ

Customer Care Centre Tel: +(290) 22900
Contact Support Centre (Free) Tel: 121
Email: service@sure.co.sh

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