

SUBSCRIPTION AGREEMENT

1. PARTIES

This Agreement is entered into by and between High Five Videos Proprietary Limited (Registration No. 2024/381522/07), a private company with limited liability incorporated in accordance with the laws of the Republic of South Africa ("**High Five Videos**"); and the party that subscribes to the Service ("**Subscriber**").

2. INTRODUCTION

This Agreement is binding on the Subscriber without qualification or exception. By using the Service the Subscriber agrees to be bound by and shall be deemed to have accepted the terms of this Agreement, which the Subscriber acknowledges to have read and understood. If the Subscriber does not agree to any of the terms herein, the Subscriber shall not be entitled to Use the Service or any aspect related thereto.

3. INTERPRETATION

3.1 The headings to the clauses of this Agreement are for reference purposes only and shall in no way govern or affect the interpretation of nor modify nor amplify the terms of this Agreement nor any clause hereof.

3.2 Unless inconsistent with the context, the words and expressions set forth below shall bear the following meanings and similar expressions shall bear corresponding meanings:

3.2.1 "**Agreement**" shall mean this Subscription Agreement including any schedules hereto;

3.2.2 "**Business Day**" shall mean any day other than a Saturday, Sunday or official public holiday in South Africa;

3.2.3 "**Content**" shall mean any material and content, including but not limited to, footage, videos and video clips created, uploaded or otherwise provided on or through the Site and available on or through the Site;

3.2.4 "**Effective Date**" shall mean the date of the Subscriber registering an account on the Site;

3.2.5 "**Licence Fee**" shall mean the monthly fee determined by High Five Videos from time to time and payable by the Subscriber to High Five Videos in exchange for a licence granted in respect of the Content;

3.2.6 "**Parties**" shall mean High Five Videos and Subscriber, and "**Party**" shall be a reference to either of them;

3.2.7 "**Service**" shall mean the Site and all Content made available therein for use by subscribers to the Site;

3.2.8 "**Site**" shall mean www.highfivevideos.com;

3.2.9 "**Subscription Fee**" shall mean the monthly fee determined by High Five Videos from time to time and payable by the Subscriber to High Five Videos in exchange for the Subscriber's Use of the Service; and

3.2.10 "**Use**" shall mean utilisation of the Service by accessing the Site and viewing the Content therein.

4. SUBSCRIPTION

4.1 High Five Videos hereby grants to the Subscriber the limited, non-exclusive and non-transferable right to Use the Service with effect from the Effective Date.

4.2 The right to use the Service is personal to the Subscriber, and the Subscriber may not allow any third party to Use its account.

5. DURATION

This Agreement shall commence as from the Effective Date and shall continue month-to-month until terminated by either Party.

6. SUBSCRIPTION FEE

6.1 In consideration for the rights granted by High Five Videos to the Subscriber in this Agreement, the Subscriber shall pay to High Five Videos the Subscription Fee, on the Effective Date, and monthly thereafter on the corresponding date of each month.

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- 6.2 The Subscription Fee payable shall be dependent upon the subscription plan selected by the Subscriber when registering an account on the Site.
- 6.3 High Five Videos shall be entitled to increase the Subscription Fee at any time provided that at least 30 (thirty) days' prior written notice of the intended price increase is given.
- 6.4 The Subscription Fee shall be payable by the Subscriber free of any deductions, transfer costs and set off, by way of a payment method provided by the Subscriber when registering an account on the Site.

7. SUSPENSION

Should High Five Videos be unable to process payment for the Service using the payment method provided by the Subscriber, or any backup payment method provided, as the case may be, High Five Videos shall, without prejudice to its rights in terms of this Agreement or at law, be entitled to suspend the Subscriber's Use of the Service, in its sole and absolute discretion, until it is able to successfully charge a valid payment method. The Subscriber shall have no recourse against High Five Videos for any such suspension.

8. LICENSING OF CONTENT

- 8.1 High Five Videos may, upon request by the Subscriber, grant a limited, non-exclusive and non-transferable licence to the Subscriber to download and use the Content on another medium.
- 8.2 The Subscriber shall not be entitled to sub-license the licence granted to it in terms of this Agreement without High Five Videos' prior written consent. High Five Videos shall be entitled to grant the consent to sub-license on such terms and conditions as High Five Videos may determine in its sole and absolute discretion.
- 8.3 The Subscriber shall be liable at all times to High Five Videos for the acts and omissions of all sub-licensees as if they were those of the Subscriber itself and no legal relationship shall subsist between High Five Videos and any such sub-licensee.
- 8.4 In consideration for the licence granted by High Five Videos to the Subscriber in this clause, the Subscriber shall pay the Licence Fee to High Five Videos.
- 8.5 The Licence Fee shall be payable by the Subscriber free of any deductions, transfer costs and set off, by way of a payment method provided by the Subscriber when registering an account on the Site.

9. PROHIBITIONS

The Subscriber shall not:

- 9.1 archive, reproduce (other than copying the Content for backup purposes), distribute, modify, display, perform, publish, license, create derivative works from, or offer the Content for sale or use without the authorisation of High Five Videos;
- 9.2 reproduce, disassemble, decompile or reverse engineer the Service; or
- 9.3 upload, re-post or place the Content onto another platform after termination, cancellation or expiry of the licence in respect of the Content.

10. INTELLECTUAL PROPERTY

- 10.1 The Subscriber acknowledges that any and all of the copyright, trademarks, trade names and other intellectual property rights subsisting in the Site, are and shall remain the sole property of High Five Videos. The Subscriber shall not during or at any time after the expiry or termination of this Agreement in any manner, question or dispute the ownership by High Five Videos thereof.
- 10.2 In the event that new intellectual property is created as a result of this Agreement, the Subscriber acknowledges that the same shall be the property of High Five Videos unless otherwise agreed in writing by High Five Videos.
- 10.3 The Subscriber shall indemnify and hold High Five Videos harmless against all liabilities, costs and expenses which High Five Videos may incur or suffer as a result of the infringement of any intellectual property rights of High Five Videos by the Subscriber.

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11. WARRANTIES

- 11.1 The Subscriber acknowledges that the Service in general is not error free and agrees that the existence of such errors in the Service does not constitute a breach of this Agreement.
- 11.2 To the extent permitted by law, no warranties regarding the operations, availability of the Site, suitability for the Subscriber's environment, or fitness for any particular purpose are given by High Five Videos.
- 11.3 Although High Five Videos does not warrant that the Service is free of all viruses and disabling or malicious code, it has used reasonable efforts to check the Service for the most commonly known viruses, however the Subscriber is solely responsible for virus scanning of the Service.
- 11.4 No other warranties are given by High Five Videos in terms of this Agreement, whether express or implied.

12. LIABILITY

- 12.1 To the extent permitted by law, High Five Videos shall not be liable to the Subscriber for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with this Agreement, the use of the Service by any party, or otherwise except to the extent set out in this Agreement.
- 12.2 In the event that any exclusion of liability contained in this Agreement shall be held to be invalid for any reason and High Five Videos becomes liable for loss or damage, such liability shall be limited to the Subscription Fee originally paid by the Subscriber to High Five Videos for the Use of the Service.

13. CESSION AND DELEGATION

The Subscriber shall not, without High Five Videos' prior written approval, be entitled to cede or delegate any of its rights or obligations under this Agreement.

14. BREACH AND TERMINATION

- 14.1 Should the Subscriber commit a breach of any of the provisions of this Agreement, then High Five Videos shall be entitled to require the Subscriber to remedy the breach within 10 (ten) Business Days, or any other reasonable time, of delivery of a written notice requiring it to do so. If the Subscriber fails to remedy the breach within the period specified in such notice, High Five Videos shall be entitled to claim immediate payment and/or performance by the Subscriber of all of the Subscriber's obligations whether or not the due date for payment and/or performance shall have arrived, in either event, without prejudice to High Five Videos' right to cancel the Agreement and claim damages. The foregoing is without prejudice to such other rights as High Five Videos may have at law.
- 14.2 A breach by the Subscriber of clause 9.3 of this Agreement shall entitle High Five Videos to impose a penalty on the Subscriber equal to the Licence Fee that would have been payable for as long as the breach persists.
- 14.3 The Subscriber may terminate its subscription at any time but will continue to have access to the Service until the end of the then-current billing period.
- 14.4 Upon termination of this Agreement for any reason, the Subscriber's Use of the Service shall be terminated.

15. DISPUTE RESOLUTION

- 15.1 If a dispute between the Parties arises out of or is related to this Agreement, the Parties shall meet and negotiate in good faith to attempt to resolve the dispute. If, after 30 (thirty) days from the date upon which the dispute was declared by a Party by written notice, the dispute is not resolved the matter shall be determined in accordance with the following provisions.
- 15.2 Save in respect of those provisions of this Agreement which provide for their own remedies which would be incompatible with arbitration, or in the event of either Party instituting urgent action against the other in any court of competent jurisdiction, any dispute arising from or in connection with this Agreement will be finally resolved in accordance with the Rules of the Arbitration Foundation of Southern Africa by an arbitrator or arbitrators appointed by the Foundation.

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- 15.3 This clause 15 will be severable from the rest of this Agreement so that it will operate and continue to operate notwithstanding any actual or alleged voidness, voidability, unenforceability, or accepted repudiation, of this Agreement.
- 15.4 Neither Party shall be entitled to withhold performance of any of their obligations in terms of this Agreement pending the settlement of, or decision in, any dispute arising between the Parties and each Party shall in such circumstances continue to comply with their obligations in terms of this Agreement.
16. **GOVERNING LAW**
The entire provisions of this Agreement shall be governed by and construed in accordance with the laws of South Africa. Furthermore, the Parties hereto hereby irrevocably and unconditionally consent to the non-exclusive jurisdiction of the Gauteng Division of the High Court, Pretoria, in regard to all matters arising from this Agreement.
17. **GENERAL**
- 17.1 This document contains the entire agreement between the Parties in regard to the subject matter hereof.
- 17.2 No Party shall be bound by or have any claim or right of action arising from any express or implied term, undertaking, representation, warranty, promise or the like not included or recorded in this document whether it induced the contract and/or whether it was negligent or not.
- 17.3 No variation, amendment or consensual cancellation of this Agreement or any provision or term hereof or of any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this Agreement and no settlement of any disputes arising under this Agreement and no extension of time, waiver or relaxation or suspension of any of the provisions or terms of this Agreement or of any agreement, bill of exchange or other document issued pursuant to or in terms of this Agreement shall be binding or have any force and effect unless reduced to writing and signed by or on behalf of the Parties. Any such extension, waiver or relaxation or suspension which is so given or made shall be strictly construed as relating to strictly to the matter in respect whereof it was made or given.
- 17.4 No extension of time or waiver or relaxation of any of the provisions or terms of this Agreement or any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this Agreement, shall operate as an estoppel against any Party in respect of its rights under this Agreement.
- 17.5 It is agreed between the Parties, that notwithstanding the provisions of Section 1 of the Electronic Communications and Transactions Act, 2002, any amendment to this Agreement shall only be effective if it is reduced to writing on paper and signed by all the Parties.
- 17.6 No failure by any Party to enforce any provision of this Agreement shall constitute a waiver of such provision or affect in any way such Party's right to require the performance of such provision at any time in the future, nor shall a waiver of a subsequent breach nullify the effectiveness of the provision itself.
- 17.7 Except as provided for under this Agreement, nothing in this Agreement, express or implied, is intended to confer upon any person not a party to this Agreement any rights or remedies under or by reason of this Agreement.
- 17.8 If any clause or term of this Agreement should be invalid, unenforceable, defective or illegal for any reason whatsoever, then the Parties shall negotiate in good faith to replace such clause with a clause which is valid, enforceable and legal but maintaining the essential provisions of that clause to the extent possible, provided that if the Parties should fail to reach agreement on such replacement clause, then the remaining terms and provisions of this Agreement shall be deemed to be severable therefrom and shall continue in full force and effect unless such invalidity, unenforceability, defect or illegality goes to the root of this Agreement.