

SO MUSIC TERMS AND CONDITIONS FOR THE SUPPLY OF THE SIMFY SERVICE

1. Entering into the Agreement

- 1.1 You agreed, during the course of a telephone conversation between you and us (or our direct marketing agents), to let us provide you with the Services, on certain terms and conditions. This document records the additional terms and conditions of the supply of the Services to you.
- 1.2 The terms and conditions agreed during the above mentioned telephone conversation and the terms and conditions recorded in this document constitute the entire agreement regarding the provision of the Services to you.
- 1.3 We have defined some of the words which have particular meanings in clause 12 of the Agreement.
- 1.4 **If there are any words or terms and conditions which you have difficulty understanding, please contact our customer service department at support@somusicdigital.co.za or alternatively call us on 0861 333 035 and we will assist you.**

2. Duration and Termination

- 2.1 We will provide you with the Services from the conclusion of the Agreement, until such time as the Agreement is terminated by you (or us).
- 2.2 Either you or us may, for any reason, terminate this Agreement. Any notice by you to terminate the Agreement must be sent to support@somusicdigital.co.za or alternatively call us on 0861 333 035.

3. The Services

- 3.1 We will take all reasonable steps within our control to provide you with the Services.
- 3.2 The Services can only be accessed via an internet connection .
- 3.3 **We cannot always guarantee that the Services will be fault-free. The Services can be affected by factors outside of our control, including, amongst other things, your and our internet connectivity and faults experienced by our respective internet service providers.**
- 3.4 **The upgrading and maintenance of the Website may result in interruptions or unavailability of the Services from time to time. Where possible, we will advise you of this in advance.**
- 3.5 For general terms and conditions around using Simfy music streaming service please go to: <http://corporate.simfyafrika.com/index.php/terms>

4. Payment for the Services

- 4.1 You have agreed to pay an agreed monthly subscription for the Services.
- 4.2 You have authorised us to collect payment for the Services by way of a monthly debit order on a date nominated by you. **In the event that a monthly debit order fails, for any reason, we shall be entitled to debit your account on any other date in lieu of all outstanding subscription amounts.**
- 4.3 You cannot cancel your monthly debit order without our prior written consent.
- 4.4 If the date of your debit order falls on a Sunday or public holiday, you agree that your debit order will go off on the last Business Day before the Sunday or public holiday.

5. Changes in price

The prices payable for goods are inclusive of VAT. This service runs at a monthly cost to you of R60.00. Annual escalation applies. So Music reserves the right to increase the Simfy charges on an annual basis, provided that such an increase is reasonable.

6. Failure to pay for the Services

If you do not pay for the Services in full and on time, via the debit order, you will be in breach of the Agreement and we may cease providing you with the Services, and can implement the provisions of clause 10.