

AKA Beam World – Terms and Privacy Policy

For any queries, please contact the AKA Beam World support at: akabeamworld-help@upstreamsystems.com or dial the support team, weekdays from 09h00 to 17h00 on: +2711 568-1670

The AKA Beam World service gives customers access to exclusive content around South African hip-hop artist AKA and digital agency, Beam Digital.

AKA Beam World is an extensive premium service guaranteeing exclusive access to content in the form of text based stories, pictures and photos, videos and audio files. Such content and stories may include (but not be limited to) personal facts, lifestyle insights, backstage experience sharing, interviews, artistic collaborations or new endorsement initiatives. Premium subscribers will be able to access the service free during their first 7 days, then under a daily or monthly subscription fee.

The AKA Beam World is exclusive to Vodacom South Africa mobile subscribers.

AKA Beam World Terms of Service

PLEASE READ THIS DOCUMENT CAREFULLY. IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS.

These Terms of Service contain the terms and conditions on which Upstream Systems South Africa (Pty) Ltd (“Vodacom’s Service Provider”) (collectively referred to as "Upstream, “we”, or “us””) provides services to you, our customer ("customer", "you" or "your").

Your Acceptance of these Terms and Conditions

Please read these Terms and Conditions carefully before using AKA Beam World Service or submitting information through the Service. By using the Service or submitting information through the Service, you are agreeing to these Terms and Conditions. If you do not agree, please do not use this Service or submit any information through the Service. We recommend that you print a copy of these Terms and Conditions and the associated Privacy Policy for your records. We reserve the right, at any time, to modify and update these Terms and Conditions from time to time by posting such updated Terms and Conditions, so please check back periodically. Any

such updates shall apply to you and your use of the Service and by continuing to use the Service, you shall be deemed to have accepted such changes.

Service description

AKA Beam World Service (also referred to as “the Service”) is a premium content service available exclusively to Vodacom’s subscribers (“the Users”). The Service gives the Users the opportunity to participate in a Subscription Service that will offer exclusive content access through ensuring best possible value and convenience for Users.

The AKA Beam World Service will provide Users with regularly updated content from South Africa’s top hip-hop artist AKA and environment. The Service is based on daily charges offering '24 hours access eligibility'. The AKA Beam World Service will be accessible via SMS text, mobile friendly web portal, as well as mobile applications (Android and iOS)..

Registration and Cancellation of AKA Beam World Service

To subscribe to the AKA Beam World Service and become a subscriber, you need to send one of the communicated keywords (‘OK’, ‘Yes’, ‘AKA’) to the dedicated long code for the AKA Beam World Service (0820097037), free of charge. These keywords will be communicated to the potential User(s) via SMS. Users of the app (iOS or Android) and the website may also initiate their subscription to the Service from this channels.

A Double Opt-in process is required for Subscription to the AKA Beam World Service. Upon attempting to the first Opt-in step via SMS, app (iOS or Android) or the website, a subscriber must, as a second step, also reply with consent to an automatically generated SMS, in order to complete the subscription process. Users can cancel their subscription to the Service at any time during the duration of the AKA Beam World Service, by either sending a free SMS with the keyword STOP (or any other keyword specified for the subscription) to the long code for the AKA Beam World Service, or within the Service app (iOS or Android) or website. Subscribers who join the AKA Beam World Service are considered Users of the Service until they cancel their subscription.

A Subscription can also be cancelled at the sole discretion of Upstream, in the event of a clear expression of non-interest in participating in the Service is demonstrated by a User (after

subscription), via SMS communication (e.g. the User sending an SMS message reporting “ *I do not want to participate*”).

Users who cancel their subscription can re-register at any given time by sending the defined registration keyword(s) to the dedicated long code or from within the app (iOS or Android) or the website, and completing the Double Opt-in process.

Subscription Charges

At launch, each customer will be offered a free 7 days period for the AKA Beam World Service upon completing the Double Opt-in process. Customers will be able to fully access the premium content during this period. This free 7 days period is only available once for each customer, from the date he first confirms his subscription. On day 7, customers will be notified that charging will commence from the next day. At this point, customers can opt out from the service or continue to the charging model from day 8.

The Service is then available on a daily subscription basis, or at a promotional discounted price, as detailed below:

The daily subscription charge for the AKA Beam World Service is ZAR 3,00/day (incl. Tax). Every day, Users are charged via the daily billing cycle that runs while a subscription is active.

In case of repeated unsuccessful charges, Upstream reserves the right, at its sole discretion, to terminate the Service to the affected User.

All the interactions that the Users will have with the Service via SMS will be free of charge.

Data charges may apply for downloading or accessing the app (iOS or Android) and the website.

Service Duration

The AKA Beam World Service will have an unlimited duration from its implementation date, on September 1st, 2018.

Upstream reserves the right to suspend and/or cancel the AKA Beam World Service at any time for whatsoever reasons. Existing Users shall be notified of this decision via SMS prior to suspension and/or cancellation.

Intellectual Property

All Intellectual Property Rights, including all rights, title and interest in and to the Service and Content, of whatsoever nature existing now and in the future, remain our absolute property and that of our licensors.

The use of any content, branding or Intellectual Property Rights of Upstream or third party suppliers is subject to written consent in advance. You must not use the Service or the Content in any way that constitutes a violation of any law (including intellectual property law), or an infringement or misappropriation of our rights (including, without limitation, Intellectual Property Rights), or the rights or Intellectual Property Rights of our licensors or any third party.

You will not, at any time, acquire any rights, title, ownership or interest, including any Intellectual Property Rights, in or to the Service other than the limited, non-exclusive, non-transferable and revocable license to use the Service in accordance with these terms and conditions.

Where any of the content in Service has been licensed to Upstream or belongs to any third party, your rights of use will also be subject to any terms and conditions which that licensor or third party imposes from time to time and you agree to comply with such third party terms and conditions.

Electronic Communications

By downloading and/or using the AKA Beam World app (iOS or Android), accessing the web portal on a desktop computer or mobile device, or interacting with the Service via SMS, you consent to receiving electronic communications and notices from the AKA Beam World Service. The Service Provider or the Organizer may also send you electronic communications and notices promoting their own similar services. You agree that any notice, agreement, disclosure or other communications that we send to you electronically will satisfy any legal communication requirements and/or consumer protection laws, including that such communications be in writing.

Your conduct

By using the AKA Beam World Service, you agree not to upload, post, e-mail or otherwise send or transmit any material that contains viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the AKA Beam World Service. You also agree not to interfere, abuse and/or cause damage to the servers or networks, including third party

networks, connected to the AKA Beam World Service or to violate any of the procedures, policies or regulations of networks connected to the AKA Beam World Service, the terms of which are incorporated herein. You also agree not to: (1) impersonate any other person while using the AKA Beam World Service; (2) conduct yourself in a vulgar, offensive, harassing or objectionable manner while using the AKA Beam World Service (3) use the AKA Beam World Service for any unlawful purpose; or (4) resell or export the software associated with the AKA Beam World Service.

Third Party Offers

The AKA Beam World Service may contain links to third party websites or programs that are not controlled by or affiliated to Upstream and Vodacom. Upstream is not responsible for the content, offers or privacy policies of such sites and programs. Your dealings with third party sites are solely between you and the applicable third party.

No Warranty & Limitation of liability

Upstream provides the AKA Beam World Service "as is" and without any warranty or condition, whether express, implied or statutory. Upstream specifically disclaims any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. To the extent allowed by law, Upstream assumes no liability or responsibility for any errors or omissions in the AKA Beam World Service; any failures, delays or interruptions in the AKA Beam World Service; any losses or damages arising from the use of the AKA Beam World Service including, without limitation, any damage to your mobile device; or any conduct by users of the AKA Beam World Service. We reserve the right to deliver the AKA Beam World Service in our sole and absolute discretion.

In no event shall Upstream and/or its service providers, its shareholders, directors, officers, employees or agents be liable (jointly or severally) to you for loss of use or any special, incidental, indirect or consequential damages arising out of or in connection with the AKA Beam World Service or these terms of service, on any theory of liability, and whether or not advised of the possibility of damage. If any applicable authority holds any portion of this section to be unenforceable, then liability will be limited to the fullest possible extent permitted by applicable law.

Indemnity

You agree to indemnify and hold Upstream and its service providers and its related companies, and each of their respective shareholders, directors, officers, employees, agents and merchant partners harmless from and against any third-party claim or cause of action, including reasonable

attorneys' fees and court costs, arising, directly or indirectly, out of your use of the AKA Beam World Service or your violation of any law or the rights of any third party.

Governing Law

You agree that these terms of service or any claim, dispute or controversy (whether in contract, tort or otherwise, whether pre-existing, present or future, and including statutory, common law and equitable claims) between you and Upstream arising from or relating to these Terms of Service, their interpretation or breach, termination or validity, the relationships which result from these Terms of Service, or any related transaction shall be governed by and construed in accordance with the laws of the Republic of South Africa.

General

If any provision of these Terms of Service is held to be invalid or unenforceable, such provision shall be struck, and the remaining provisions shall be enforced. Headings are for reference purposes only and in no way define, limit, construe or describe the extent or scope of such section. Our failure to enforce any provision of these Terms of Service shall not constitute a waiver of that or any other provision. These Terms of Service set forth the entire understanding and agreement between you and Upstream with respect to the Service.

Privacy

This clause explains how we collect, use, share and protect your personal information. This clause should be read together the Vodacom Privacy Policy, should we update this clause and our privacy policy, and we will post any changes on Vodacom's website:
<http://www.vodacom.co.za/vodacom/terms/privacy-policy>

1. You consent to the collection, processing and disclosure of your personal information (including your name, email address, date of birth, mobile number, postcode and gender), communications and/or documents about you for the purpose of providing the services to you. We undertake to process such information in accordance with the applicable laws.
2. Collecting your personal information - we can get your personal information when using the AKA Beam World Service. In the case of the use of the application your personal information is collected for the purpose of being used and processed in:

2.1. personalising the Service to your respective preferences;

2.2. for the serving of appropriate, tailored advertising to you via the application;

2.3. for the purpose of tracking the Services and platforms' performance;

2.3. troubleshooting, data analysis, testing, research and service improvement and/or to identify any technical issues that may occur from time to time

2.4. for use to develop additional enhancements or improvements to the Service; and

2.5. statistical tracking, redundancy and audit purposes.

We may also collect information about you from other organisations, if this is appropriate. These include fraud-prevention agencies, business directories and credit reference agencies. We may also collect information about you from other companies, our business, or joint venture partners.

3. Understanding what you want

3.1. We might also use SDK codes (software development kit), cookies and other techniques such as beacons (small, clear picture files used to follow your movements on your device). This collected information tells us how you use the device and engage with the application.

3.2. This, in turn, helps us make the application content relevant to your interests and needs.

4. The personal information we collect

4.1. The information we may collect about you depends on the Upstream and Vodacom products and services you use and subscribe to. It includes (but is not limited to) the following:

4.1.1. your name, gender, date of birth, home language, address, and email address;

4.1.2. your preferences for particular products, services or lifestyle activities when you tell us what they are – or when we assume what they are, depending on how you use our products and services;

4.1.3. your contact with us – such as a note or recording of a call you make to one of our contact centers, an email or letter you send to us or other records of any contact you have with us;

4.1.4. your account information – such as phone number, handset type, handset model, whether you are a post or prepaid customer, dates of payment owed and received, Top Up information, the subscription services you use or any other information related to your account.

4.2. We will also get information on how you use our products and services, such as:

4.2.1. the phone numbers that you call or send messages to (or the phone numbers that you receive these calls and messages from);

4.2.2. the date, time and length of the calls and messages you send or receive through our network, and your approximate location at the time these communications take place;

4.2.3. the level of service you receive – for example, network faults and other network events which may affect our network services;

4.2.4. your website browsing information (which includes information about the websites you visit, and about how you use our website or other Vodafone Group websites on your mobile or a PC;

4.2.5. the date, time and length of your internet browsing, and your approximate location at the time of browsing;

4.2.6. your brand preference, preferred video categories, related preferences and type of services you typically access

5. Using your personal information

5.1. We may use and analyze your information to:

5.1.1. process the goods and services you have bought;

5.1.2. keep you informed generally about new products and services;

5.1.3. provide the relevant service or product to you. This includes other services not included in these terms and conditions, and services that use information about where you are when using your mobile equipment (location information) and to contact you with messages about changes to the service or product;

5.1.4. contact you with offers or promotions based on how you use our products and services. These include your calling and messaging activities, location information and browsing information;

5.1.5. send you targeted and relevant messages, based on your behavior, permission and preferences. From time to time, we will send you a range of different messages, from Upstream, Vodacom as well as 3rd party brands, to keep you informed or simply for you to tell us what you are into. These are not just offers and promotions but messages from your favorite brands including new products, discounts, limited offers, gifts and more. It works by using information about you to send you targeted messages relevant to you;

5.1.6. respond to any questions or concerns you may have about using our network, products or services;

5.1.7. let you know about other companies' products and services we think may interest you (including offers and discounts we've specially negotiated for our customers);

5.1.8. protect our network and manage the volume of calls, texts and other use of our network. For example, we identify peak periods of use so we can try and ensure the network can handle the volume at those times;

5.1.9. understand how you use our network, products and services. That way, we can develop more interesting and relevant products and services, as well as personalizing the products and services we offer you;

5.1.10. carry out research and statistical analysis including to monitor how customers use our network, products and services on an anonymous or personal basis;

5.1.11. prevent and detect fraud or other crimes, recover debts or trace those who owe us money;

5.1.12. provide aggregated reports to third parties (such reports do not contain any information which may identify you as an individual)

5.2. The information we use will be your approximate location, based on the nearest mobile cell site. As a result, this will change as you move around with your mobile phone.

5.3. We will store your information for as long as we have to by law. If there is no legal requirement, we will only store it for as long as we need it.

6. Sharing your personal information

6.1. Upstream may share information about you with:

6.1.1. companies in the Vodacom and Vodafone Group (Vodafone Group Plc and any company or other organization in which Vodacom owns more than 15% of the share capital);

6.1.2. partners or agents involved in delivering content;

6.1.3. companies who are engaged to perform Service for, on behalf of Vodacom (Pty) Ltd including Vodafone Limited, or the Vodafone Group;

6.1.4. where applicable, credit reference, fraud prevention or business scoring agencies, or other credit scoring agencies;

6.1.5. debt collection agencies or other debt recovery organizations;

6.1.6. law enforcement agencies, regulatory organizations, courts or other public authorities if we have to, or are authorized to by law;

6.1.7. emergency services (if you make an emergency call), including your approximate location.

6.2. We will release information if it's reasonable for the purpose of protecting us against fraud, defending our rights or property, or to protect the interests of our customers.

6.3. If we are reorganized or sold to another organization, we may transfer any personal information we hold about you to that organization.

6.4. We may need to transfer your information to other group companies or service providers in countries outside South Africa. This may happen if our servers or suppliers and service providers are based outside South Africa, or if you use our services and products while visiting countries outside this area.

6.5. We may also share your information with partner organizations we've chosen carefully, so they can contact you about their products and services.

7. Keeping your personal information secure

7.1. We have specialized security teams who constantly review and improve our measures to protect your personal information from unauthorized access, accidental loss, disclosure or destruction.

7.2. If we have a contract with another organization to provide us with services or a service on our behalf to process your personal information, we will make sure they have appropriate security measures and only process your information in the way we've authorized them to. These organizations will not be entitled to use your personal information for their own purposes. If necessary, our security teams will check them to make sure they meet the security requirements we have set.

7.3. Communications over the internet are not secure unless they have been encrypted. Your communications may go through a number of countries before being delivered – as this is the nature of the internet. We cannot accept responsibility for any unauthorized access or loss of personal information that's beyond our control.

8. User Rights:

8.1. Right to update and change information and contact details.

8.2. Right to freedom from automated decision making.

8.3. Right to access personal information.

8.4. Right to unsubscribe and opt-out of the service.

The personal data collected within the scope of this AKA Beam World Service will be treated as private and confidential. It shall not be disclosed to other individuals or organizations, except in the event of legislation to the contrary or where the Participants themselves authorize such. The data will be stored on servers with access control on a need-to-know basis and limited by passwords.

Governing Law & Amendments

This Service is organized under and governed by the laws and statutes of South Africa.

These Terms & Conditions are valid during the AKA Beam World Service Period until amended or suspended by the Organizer.