

STANDARD TERMS AND CONDITIONS SECURE PAYMENT NETWORK



1. INTERPRETATION

- 1.1 In this Agreement-
- 1.1.2 clause headings are for convenience only and are not to be used in its interpretation.
- 1.1.3 unless the context indicates a contrary intention an expression which denotes:
- 1.1.3.1 any gender includes the other genders;
- 1.1.3.2 a natural person includes a juristic person and vice versa;
- 1.1.3.3 the singular includes the plural and vice versa.
- 1.2 In this Agreement the following expressions bear the meanings assigned to them hereunder and cognate expressions bear corresponding meanings:
- 1.1.4 **"Agreement"** means the service contract form and these standard terms and conditions read together with any Order executed in terms of this Agreement. In case of conflict, the standard terms and conditions shall prevail;
- 1.1.5 **"Customer"** means that party whose particulars appears in Section A of this Agreement;
- 1.1.6 **"Commencement Date"** means the date of delivery, installation or activation of the particular Service, whichever is later;
- 1.1.7 **"Customer Data"** means all data pertaining to the Customer or its end users processed for the purpose of using the Service or facilitating the Customer's use of the Service and includes (without limitation) Personal Information;
- 1.1.8 **"Documentation"** means the documentation including user instructions, terms of use, privacy policy, terms and conditions applicable to the use of the software and so forth as made available on <http://www.fortinet.com/aboutus/legal.htm> or such other web addresses as notified from time to time or directed by any software vendor. The Service is provided by the Supplier to the Customer subject to the terms and conditions set forth in the Documentation with the necessary changes;
- 1.1.9 **"Elected Package Option"** means the package option chosen by the Customer as indicated in Section E of this Agreement;
- 1.1.10 **"Expiry Date"** means two months after receipt of a notice of termination contemplated in clause 2.2;
- 1.1.11 **"Initial Period"** shall be the minimum period for which the Services hereunder may be subscribed to under this Agreement as specified in 2.1 below;
- 1.1.12 **"Maintenance Plan"** means the value-added service option that is activated on the payment of the relevant monthly service fee and in terms whereof the pre-determined repair charges are covered by the Supplier;
- 1.1.13 **"Order"** means an order placed by a Customer on the Supplier, by the completion of the service contract form, acceptance of the quotation and/or signature of a proposal, as may be applicable;
- 1.1.14 **"PCI DSS"** means the Payment Card Industry Data Security Standards, as updated from time to time;
- 1.1.15 **"Personal Information"** has the meaning ascribed to it in the Protection of Personal Information Act, 4 of 2013 ("POPI"), and any applicable law in South Africa and/or any other jurisdiction where the Service is provided and/or used;
- 1.1.16 **"Service"** means any combination of the following elements provided by the Supplier to the Customer: (i) procurement, supply, delivery and installation of the XLink Unit; or (ii) the rental of the XLink Unit; and (iii) the maintenance and support services to be provided in respect of the Service; and/or (iv) the electronic communication service enabling communication between the XLink Unit and the relevant host system; in accordance with the Elected Package Option and as more fully described in the Order;
- 1.1.17 **"Service Provider"** means the licensed electronic communications service provider or reseller used by XLink in order to enable it to provide the electronic communication service element to the Customer;
- 1.1.18 **"Supplier"** means XLink Communications (Pty) Ltd (Registration No: 200400047807), with registered offices at Unit 4, Burnside Island Office Park, 410 Jan Smuts Avenue, Craighall, Johannesburg;
- 1.1.19 **"Warranty"** means the warranty terms and conditions pertaining to the particular XLink Unit as specified by the manufacturer and/or distributor;
- 1.1.20 **"Warranty Period"** means the period of 12 (twelve) months following activation of the XLink Unit or such other period as specified by the particular manufacturer and/or distributor;
- 1.1.21 **"XLink Unit"** means the combination of devices supplied by XLink (which includes the embedded software and all other integral components thereof necessary to render the Service) and/or SIM Card issued by the Service Provider, that enables the customer premises equipment to connect to the GSM network using GPRS, EDGE, HSDPA or any other data bearer as described in the Order; and
- 1.1.22 **"XPlan"** means the value-added service option that is activated on the payment of the relevant monthly service fee and in terms whereof the XLink Unit is repaired or replaced at the Supplier's sole discretion in the event of damage due to fire, storm, theft, insects, rodents or liquids at no additional cost to the Customer.

1.3 Words and expressions defined in any clause shall for the purposes of that clause, bear the meaning assigned to such words and expressions in such clause.

1.4 This Agreement shall operate as a severable and distinct agreement in respect of each Order executed in terms hereof.

2. COMMENCEMENT, DURATION AND TERMINATION

- 2.1 This Agreement shall commence on the Commencement Date and shall, subject to clause 12, continue for an Initial Period of a minimum of 24 (thirty-sixty-four) months or such longer period as may be indicated in the Order.
- 2.2 After expiry of the initial period contemplated in clause 2.1 either party may terminate this Agreement by giving no less than 2 (two) months' written notice of its intention to so terminate.
- 2.3 Failure to terminate this Agreement per 2.2 above shall result in an automatic extension of the Agreement on a month to month basis or such longer period as may be specified in the Order, on the same terms and conditions.

3. SERVICE

- 3.1 Subscription to the Service shall afford the Customer a non-exclusive, non-transferable right to use the Service and, if the Elected Package Option includes the rental of the XLink Unit, the use and enjoyment of such XLink Unit, in accordance with these terms and conditions for the duration of this Agreement.
- 3.2 If the Elected Package Option includes the purchase of the XLink Unit by the Customer, the Supplier shall procure and deliver all XLink Units on behalf of the Customer upon acceptance of the quotation and/or receipt of the deposit (if applicable) on the conditions set out herein. The Customer acknowledges that the timely acceptance of the quote and/or payment of the deposit will impact the lead time and could negatively affect the Commencement Date.
- 3.3 After installation of the XLink Unit, the Supplier's representative shall perform the acceptance testing on behalf of the Customer and signature by the Customer of the job card shall be deemed positive acceptance testing by the Customer.
- 3.4 The Service is provided subject to the terms and conditions, particularly the licence terms, as set out in the documentation and the Customer shall at all times be bound to the provisions specified therein.

4. SUPPLY

- 4.1 The Supplier shall utilise its best endeavours to promptly comply with all delivery, installation and/or activation requirements recorded in the Order, but shall not be liable to the Customer in the event that such delivery, installation and/or activation is delayed or cancelled, for whatsoever reason.
- 4.2 All risk in and to the XLink Unit shall pass to the Customer on delivery of the device. The Customer shall take out and maintain adequate all risk insurance in the XLink Unit as well as public liability insurance pertaining to the use of the XLink Unit and/or Service, and shall ensure that the Supplier's interest therein is duly noted in the Policy. The Customer shall provide the Supplier with proof thereof upon request.
- 4.3 The Supplier may be required to suspend the Service to Customers from time to time because of technical failure or maintenance to the Access Point Names (APNs) or other disruptions to the electronic communications network or due to the acts or omissions of third parties outside the control of the Supplier. The Customer may not cancel Agreements because of the suspended Service and billing shall remain intact.

5. CHARGES

- 5.1 In consideration of the provision of the Service, the Customer shall effect payment of the charges as detailed in Section E of this Agreement, whether or not the Services are being utilised by the Customer or unavailable due to the loss, theft or damage to the XLink Unit or SIM Card.
- 5.2 The Supplier may increase its charges annually in line with the CPIX index and shall be entitled at any time to increase prices in accordance with increases, adjustments or fluctuations of input costs imposed by third party providers, and reserves the right to adjust its charges after expiry of the Initial Period and such increased charges will be communicated to the Customer in writing.
- 5.3 The Supplier may introduce new and/or additional charges from time to time and such additional charges will be communicated in writing to Customers before being levied. Should the Customer not accept such additional charges, the Customer may, notwithstanding clause 2.1, elect to cancel this Agreement on 2 (two) months' written notice.
- 5.4 Any upgrade from one package option to another shall be subject to the Supplier's prior written approval in its sole discretion, and shall be subject to the applicable migration and/or administration fee as quoted or published from time to time.
- 5.5 In the event of the Customer's monthly data usage repeatedly exceeding the data usage provided for by the

Elected Package Option, the Customer shall automatically be upgraded to the next most suitable package.

- 5.6 The Customer shall be liable for any charges incurred as a result of the Customer's abuse, misuse or unauthorised use of the Service and/or any damage incurred as a result of the Customer's failure to comply with any provision contained in the Agreement, as well as for any charges incurred as a result of the loss or theft of the SIM Card and/or XLink Unit.

6. PAYMENT

- 6.1 The first payment shall be due and payable upon installation of the XLink Unit and shall include the installation charge (if applicable) and the pro rata apportionment of the monthly charges. Thereafter, all payments shall be made in a single monthly instalment without any deductions whatsoever on the first working day of each and every month until the Expiry Date, by way of debit order payment and according to the debit order authorisation contained in Section C of this Agreement. Payment shall be made into the account that the Supplier may from time to time in writing direct.
- 6.2 Monthly charges shall be invoiced and payable monthly in advance and all other charges shall be payable on demand.
- 6.3 Invoices and statements will be emailed to Customers.
- 6.4 The Supplier reserves the right to suspend the Service if amounts due are not paid within 10 (ten) days of invoice date.
- 6.5 The Supplier shall charge interest at the prime lending rate as quoted by FirstRand Bank Limited, on all overdue amounts owing by the Customer.
- 6.6 The Customer agrees that the Supplier may perform credit control checks as it deems necessary at a credit bureau of its choice, and may, without liability, in its sole discretion, decline provisioning of the Service in terms of this Agreement. The Customer acknowledges and agrees that any information regarding the Customer's creditworthiness, defaults in payments to the Supplier and details of how the Customer has conducted the account with the Supplier may be disclosed to any other creditor and/or to one or more credit information bureaus. The Customer indemnifies the Supplier in respect of any claim whatsoever including third party claims, or howsoever arising from the Supplier exercising these rights.
- 6.7 All payments due to the Supplier shall be in respect of the full invoice amount, and therefore shall not be reduced or off-set by any taxes and/or levies due as a result of a requirement by any government (which shall include, but not be limited to, any Value Added Tax, importation tax, withholding tax and general sales tax) and all such taxes and/or levies, shall be paid by the Customer without dispute.
- 6.8 All payments originating outside the Republic of South Africa must be accompanied by a tax certificate issued by the governing tax authority of the country where such payment originated, as well as a comprehensive remittance detailing the invoices and amounts in respect of which the payment was made.
- 6.9 All payments are to be made to the Supplier in South African Rands (ZAR).
- 6.10 A certificate under the hand of any director or manager for the time being of the Supplier (whose appointment need not be proved) as to any amount due and owing by the Customer hereunder shall constitute prima facie evidence of the matters herein stated for the purposes of provisional sentence or summary judgment proceedings or for any other purpose.

7. MAINTENANCE

- 7.1 If the Service includes the rental of the XLink Unit, the Supplier shall, at its sole discretion, repair or replace a faulty device attributable to fair wear and tear and not to any act or omission on the side of the Customer and replace defective SIM Cards. If the Customer has elected to purchase the XLink Unit, a defective device shall, for the duration of the Warranty Period, be repaired or replaced at the Supplier's sole discretion in accordance with the provisions of the Warranty.
- 7.2 Any maintenance, support and/or cost to repair or replace arising from circumstances falling outside the scope of the Warranty and/or Warranty Period or attributable to any act of omission of the Customer (including but not limited to damage caused by insects, rodents or liquids or caused by the Customer's abuse, misuse or negligence) or faults that are not related to the XLink Unit (including but not limited to third party involvement such as the banks or the correction of a network related issue which requires a call out to the merchant premises to perform a device swap out), shall be subject to payment of the Supplier's quoted service and/or replacement charges.
- 7.3 Should the Customer have elected the Maintenance Plan, the Supplier shall cover the cost of the first hour of labour in respect of each and every call-out. The Customer shall be invoiced for any additional time spent on-site for a call-out, in accordance with the provisions of the relevant service level agreement or Order. Should the Customer have elected not to include the Maintenance Plan, the Customer shall be invoiced in respect of the full maintenance and repair charges.
- 7.4 The Customer shall be liable for the callout charges if unwilling to co-operate with the telephonic support provided by the helpdesk.
- 7.5 The XLink Unit incorporates no field Serviceable parts and repair of faulty XLink Units shall be achieved by replacement at XLink's discretion.
- 7.6 If the XLink Unit and/or Service fails to operate satisfactory for any reason, the Customer shall notify the Supplier by way of telephonic communication directed to the help desk of the Supplier, and thereafter confirmed by the Customer by e-mail. The help desk will upon receipt of such communication use its best endeavours to respond in terms of the service levels applicable to the Service, provided that the response time in dealing with such a complaint shall be within a reasonable time after receipt of such notice and having regard to the urgency and nature of the incident and physical location of the XLink and/or Customer premises.
- 7.7 The following types of call outs fall outside of the maintenance of the XLink Unit and shall therefore be billable to the Customer: additional bank terminals or units to be connected, re-positioning of an XLink Unit, incorrect bank terminal supplied by bank, installation of antennas, physically damaged cables, delivery of additional cables, malicious damage to XLink Unit, call out to correct a network failure and call out to collect the XLink Unit following termination of this Agreement.
- 7.8 Installation of non-XLink related components such as antennas (which may include a stronger antenna due to weak signal inside the Customer's premises), additional cabling, and complex cabling will attract a separate charge for the component, as well as the call charge for replacing, repairing or maintaining the aforementioned component. The following components attract a separate charge and Customers will be invoiced accordingly: Antenna (whether installed inside or outside merchant's premises) Power Supply unit, Additional cabling.

8. DELIVERY, INSTALLATION AND COMMISSIONING OF THE SERVICE

- 8.1 The full optimization of the Service is dependent on a stable internet connection being provided by the Customer at its own cost and expense.
- 8.2 The Customer shall, at its own cost and expense, ensure that the premises (which include the installation area, electrical outlet, connection requirement and access way) is suitable for the installation, passage and electrical connection and appropriate electrical supply of the XLink Unit when delivered for installation and thereafter.
- 8.3 The installation of the XLink Unit shall be effected by the Supplier or a person duly authorised by the Supplier and the Customer shall ensure that access to the premises is provided.

9. CUSTOMER OBLIGATIONS

- 9.1 The Customer hereby warrants and undertakes in favour of the Supplier that it:
- 9.1.1 shall prevent any unauthorised access to, or use of, the Service and, in the event of any such unauthorised access or use, shall promptly notify the Supplier;
- 9.1.2 shall not use or allow the Service to be used for any application which may, in the event of a malfunction, cause death, personal injury or substantial damage to property and undertakes that it shall indemnify and hold the Supplier harmless against any loss, damage, cost, expense or liability in respect of such use;
- 9.1.3 shall not use or allow the Service to be used for any improper, immoral or unlawful purpose, nor in any way which may cause an impairment or interruption to the Service or damage to the XLink Unit;
- 9.1.4 shall only use the XLink Unit to gain access to the Service, and shall comply with all relevant instructions or directives regarding the use of the Service or the XLink Unit as well as any legislation and regulations imposed by any competent authority;
- 9.1.5 recognises that no right, title or interest in the software used in the Service and/or embedded in the XLink Unit and/or, if the XLink Unit is rented, no right, title or interest in the device, vests in the Customer;
- 9.1.6 shall not and shall not permit any third party to attempt to copy, modify, duplicate, create derivative works from, frame, mirror, re-publish, download, display, transmit, or distribute all or any portion of the software or Service in any form or media or by any means;
- 9.1.7 shall not and shall not permit any third party to reverse compile, reverse engineer, decompile, disassemble, repair, modify or tamper with the XLink Unit, software utilised in the device and/or Service, or attempt to do so.
- 9.2 The Customer shall -
- 9.2.1 at all times keep the XLink Unit and/or SIM Card in its possession or under its control, shall not allow the XLink Unit and/or SIM Card to be removed from the premises in which it was installed, take reasonable care to protect it from loss or damage and shall effect all such repairs as necessary to ensure that the XLink Unit is and remains in good working order;
- 9.2.2 only allow competent and authorised persons to operate the XLink Unit at the Customer's expense and

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- 9.2.3 only for the purposes and the manner in which it was designed and/or intended; permit the Supplier to inspect and examine the XLink Unit at all reasonable times and arrange for the Supplier to be admitted to the premises for this purpose;
- 9.2.4 not allow any removal or obliteration of identification marks or serial numbers in and/or on the SIM Card or XLink Unit; and
- 9.2.5 timely notify the Supplier of any changes (including expansions or alterations) to the premises or installation which may impact on the Service and the Customer acknowledges and agrees that such change may necessitate a call out, at the relevant charge, to enable the Supplier to assess whether any changes to the Service is required as a consequence of such changes.

10. DATA PRIVACY AND PROTECTION

- 10.1 The Customer shall own all rights, title and interest in and to all of the Customer Data and shall have sole responsibility of the legality, reliability, integrity, accuracy and quality of the Customer Data.
- 10.2 In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy shall be for the Supplier to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data if maintained by the Supplier and if relevant considering the nature of the Service.
- 10.3 The Customer shall ensure that its use of the Service and its treatment of Customer Data complies with all applicable laws, rules, regulations and orders.
- 10.4 The Customer expressly warrants and undertakes that it shall at all times comply with any contractual terms and conditions or legal requirements applicable to the use of location based services and hereby indemnify and hold the Supplier harmless against any damages, losses, liabilities, settlements and expenses of whatsoever nature howsoever arising whether in delict, contract or statute.
- 10.5 To the extent that the Supplier's acts or omissions could impact on the security of the Customer's card holder data environment, it is recorded that the Supplier has been assessed and found to be in compliance with the relevant PCI DSS standard. The Customer acknowledges and agrees that the Service does not by itself ensure compliance with PCI DSS and that they remain responsible to ensure that they comply therewith.

11. LOSS, DAMAGE OR DESTRUCTION

- 11.1 In the event that the XLink Unit or any part thereof is lost, stolen or damaged beyond economical repair for any reason other than reasonable wear and tear, all outstanding charges together with interest, the then prevailing replacement value of the XLink Unit and the applicable reconnection charge shall immediately become due and payable by the Customer.
- 11.2 If the Supplier supplies the XLink Unit or SIM Card for rental in terms of this Agreement and such XLink Unit or SIM Card is stolen, the Customer shall immediately notify the South African Police Service and the Supplier shall, subject to clause 4.2, only be liable for replacement thereof on presentation of the case number and only if the theft was accompanied by violent or forced entry.
- 11.3 Notwithstanding anything to the contrary, on election and activation of the XPlan, the Supplier shall, in its sole discretion repair or replace the XLink Unit in the event of damage due to fire, storm, theft, insects, rodents or liquids.

12. BREACH

- 12.1 The Customer shall be in breach of this Agreement, should-
- 12.1.1 the Customer default in the payment of any monthly charges or any other sum payable hereunder; or
- 12.1.2 the Customer allow any judgment which might be taken against it to remain unsatisfied or not appealed for 5 (five) business days; or
- 12.1.3 the Customer be sequestrated or commit any act of insolvency or call a meeting of creditors or make any arrangement or composition with its creditors or in the event of it being wound-up voluntary or compulsory or be placed under judicial management or business rescue proceedings, or have a receiver appointed over its assets; or
- 12.1.4 the Customer's property be attached under any writ of execution or legal process issued against any Customer or under any attachment; or
- 12.1.5 the Customer commit any act or thing which may prejudice the Supplier's rights under this Agreement including but not limited to any use of the Service in a manner that may pose a business, technological or legal risk to the Supplier or any other users of the Service; or
- 12.1.6 the Customer commit or suffer or permit the commission of any material breach of any of the provisions of this Agreement, or despite warning, so persistently breaches the provisions thereof so as to evidence an intention not to be bound by the terms hereof; or
- 12.1.7 the Customer fails to obtain the Supplier's consent regarding any change of premises; or
- 12.1.8 the Customer cancels the debit order referred to in clause 6 or change its banking details upon which the debit order relies, without the prior written consent of the Supplier; or
- 12.1.9 the Customer elects to terminate this Agreement without cause for any reason including but not limited to the loss of destruction of the XLink Unit or SIM Card, prior to the expiry of the Initial Period.
- 12.2 In any of the aforesaid events the Supplier, without prejudice to the Supplier's other rights under this Agreement or at common law, and notwithstanding any previous waiver or anything to the contrary herein contained, shall be entitled but not obliged and without further notice forthwith -
- 12.2.1 to suspend the Customers access to the Service; and/or
- 12.2.2 to cancel this Agreement and to recover from the Customer the full balance of charges under the Agreement and any other sums payable by the Customer hereunder to date of such cancellation together with, as pre-estimated liquidated damages, the future charges which could have fallen due in terms of this Agreement from the date of termination until the earliest possible Expiry Date and any other damages.
- 12.3 On termination of the Agreement, the Supplier shall disconnect the XLink Unit and/or SIM Card from the Service and the Customer shall be required to return the XLink Unit and/or SIM Card rented to the Customer in terms of this Agreement, within 7 (seven) days to the Supplier's registered office at the Customer's sole risk and expense, failing which the Supplier may elect to collect the XLink Unit and/or SIM Card and the Customer shall be liable for payment of the collection charge, and shall further, upon demand, pay the Supplier all amounts due under this Agreement at the date of such termination, and if the XLink Unit and/or SIM Card is not recoverable for whatsoever reason, the then prevailing replacement cost thereof.
- 12.4 Either party shall be liable to pay the other on demand all legal and other expenses incurred by a party in successfully enforcing its rights under this Agreement, including (but not limited to) collection, commission, tracing fees and other legal expenses, on the scale as between attorney and own client, whether action is instituted or not.

13. LIMITATION OF LIABILITY

- 13.1 The Supplier accepts no responsibility for any losses whatsoever caused through the use of the Service, the Supplier shall not be held liable for any losses resulting therefrom and the Customer shall indemnify and hold the Supplier harmless against any loss, damage, cost, expense of liability in respect thereof. More specifically the Supplier will not be liable to the Customer or any third party:
- 13.1.1 for any loss or damage arising directly or indirectly as a result of abuse, misuse or unauthorised use of the Service which shall include any use contrary to the provisions of this Agreement or its intended purpose;
- 13.1.2 any delays, delivery failures, or any other loss or damage resulting from the transfer of data over the electronic communications network;
- 13.1.3 for any loss of revenue, business contracts, anticipated savings, or profits or for any indirect or consequential loss whatsoever for any reason including, but not limited to, unavailability of the Service due to a network malfunction, defective XLink Unit, SIM Card and/or Service;
- 13.1.4 for any delays or failure to perform if such delay is caused by circumstances beyond its control including fire, flood or other catastrophe or by reason of strike, lockouts, labour disputes or mechanical or electrical breakdown.
- 13.2 Neither party shall be held liable for any indirect, special or consequential losses (including loss of profit), injury, damage, fines, taxes or other fiscal charges, penalties and claims of any nature whatsoever, howsoever arising, including, but not limited to losses or damages arising out of or relating to the Supplier's performance or the performance of a Service Provider, or the failure to perform under this Agreement.
- 13.3 In no event shall either party's liability towards the other exceed the value of the subscription costs paid by the Customer in the previous 12 (twelve) months under this Agreement.

14. CESSION AND ASSIGNMENT

- 14.1 No part of this Agreement may be ceded, assigned, transferred or made over by the Customer without having secured the prior written consent of the Supplier, which consent shall not be unreasonably withheld.
- 14.2 The Supplier shall be entitled to cede, assign, transfer or make over all or any of its rights or obligation under this Agreement or any part thereof, without notice to the Customer.

15. ENTIRE AGREEMENT

- 15.1 This Agreement constitutes the whole of the Agreement between the parties hereto relating to the subject matter hereof, and save as otherwise provided hereto no waiver, amendment, alteration, addition, variation or consequential cancellation shall be of any force or effect unless reduced to writing and signed by the parties hereto.
- 15.2 Notwithstanding anything contained to the contrary in this Agreement, the Supplier shall be entitled, in its reasonable discretion, to amend this Agreement from time to time (prospectively and not retroactively), on 7

(seven) days written notice to the Customer.

16. GENERAL

- 16.1 Notwithstanding anything to the contrary, the Supplier does not warrant that the Service is fit for purpose or will be uninterrupted, error-free or completely secure. The selection of the device and the manner of installation thereof shall at all times be based on the assessment by the Customer of its requirements and the Customer acknowledges and agrees that it does not and shall not rely on any information supplied or recommendations made by the Supplier relating thereto. The parties agree that no other conditions, warranties or representations whether oral or written, and whether express or implied, whether by statute or otherwise shall apply hereto.
- 16.2 The Service may not be used for any application which may, in the event of malfunction, cause death, personal injury or substantial damage to property and the Supplier shall have no liability in instances thereof.
- 16.3 The Supplier shall be entitled at any time and with immediate effect to temporarily or permanently suspend the Service, or part thereof and/or terminate this Agreement, in all cases without liability in the event that any license, permission or authorisation necessary for the operation of the Service is revoked or temporarily or permanently suspended, or in the event of any act or omission of third parties (outside the control of the Supplier).
- 16.4 This Agreement shall in all respects be governed by and construed in accordance with the laws of the Republic of South Africa, and all disputes, actions and other matters in connection therewith shall be determined in accordance with such law.

17. WARRANTY TO REPRESENT

The signatory of this Agreement warrants that he is duly authorised to represent the Customer in concluding an Agreement with the Supplier in terms whereof the Company has acquired the Service subject to the terms and conditions contained herein.

18. SURETY BY DIRECTORS OF A COMPANY (PUBLIC OR PRIVATE) OR MEMBERS OF A CLOSED CORPORATION

Where the Customer is a company or close corporation, the person signing the Agreement hereby binds him/herself as surety for and co-principal debtor jointly and severally with the Customer to the Supplier for the due and punctual payment by the Customer of all its obligations to the Supplier whether presently due, owing and payable, or becoming due owing and payable in the future for all outstanding monies owed to the Supplier in the event that the Customer fails, for whatever reason, to pay any the outstanding charges and agrees that this Agreement will apply in the same way to him/her.

SIGNATURE OF SURETY AND CO-PRINCIPAL DEBTOR	
FULL NAME	IDENTITY NUMBER
DATE	

The above terms and conditions read, understood and accepted.

SIGNATURE OF THE DULY AUTHORISED REPRESENTATIVE OF CUSTOMER	
FULL NAME OF REPRESENTATIVE	DESIGNATION
FULL LEGAL NAME OF CUSTOMER	
REGISTRATION NUMBER OF CUSTOMER	DATE