

## SERVICES AGREEMENT TERMS AND CONDITIONS

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### 1 DEFINITIONS

1.1 In this agreement, or any schedules, the following shall, unless otherwise indicated, have the following meanings:

1.2 "**Billing Facilitator**" Refers to an appointed party by the owner with whom the owner has an independent arrangement for purposes of managing its account with the company;

1.3 "**Call Out**" Refers to callouts for new installations, repairs, re-installations or removals where company personnel or contractors are dispatched to an owner's site.

1.4 "**Company**" shall mean IdealPrepaid (Pty) Ltd or any other relevant subsidiaries or assignees as determined at the sole discretion of IdealPrepaid (Pty) Ltd;

1.5 "**Compatible Device**" refers to an equipment type (e.g. cellular phone, pin pad, telephone, point of sale unit, utility meter) linked to or operating with the services of the company or SP which is able to accept the input of a Signal;

1.6 "**Concession**" refers to any payment or credit granted by the Company to the Owner with respect to transaction that was not processed by the Owner in accordance with the strict provisions of this agreement;

1.7 "**Customers**" shall mean customers of the company, or the customers of the Owners, as the context may indicate;

1.8 "**End User**" refers to the customer of the Owner, for whom the Owner may make use of the services offered by the company.

1.9 "**Equipment**" shall mean the hardware supplied by the company.

1.10 "**Identity Document**" refers to a valid Driving License, passport or any other document determined by the company;

1.11 "**Instructions**" refers to instructions or communications initiated by the Owner to the company by means of a telephone, e-mail, equipment or per fax.

1.12 "**Managed Services**" refers to specific Managed Services offered by the company, subject to such Managed Services policy published from time to time, where the company undertakes to manage and administer payments on the Owner's behalf to third parties or SPs.

1.13 "**Owner Agreement**" refers to an agreement entered between the Owner and an End User. Such agreements may, amongst others, include: Lease or Rental Agreement; Usage Agreement; Occupancy Agreement etc.

1.14 "**Owner**" shall mean the natural or legal person which has entered into this Agreement with the company being, amongst others: an Individual, a Trust, a Landlord, a Property Owner, a Body Corporate, or other Property Managers;

1.15 "**Payment industry**" shall mean any supplier or retailer or company or institution or government that issues periodic accounts that require payment from the receiver or addressee of such an account.

1.16 "**Rental**" refers to the arrangement where the equipment is rented to the Owner for its own purposes for a period of time as contemplated herein

1.17 "**Security Guarantee**" refers to any security, cash or otherwise, given by the Owner to the company for the usage of any given equipment or the granting any credit payment terms;

1.18 "**Signal**" refers to the input of data into a Compatible Device which grants the end-user a credit value for use of the services offered by the company or a SP. Such input may be in the form of a "Pin number" entered into a keypad or any other type of transmission;

1.19 "**Software program**" refers to software programs supplied by the company enabling the use of various services offered by the company.

1.20 "**SP**" refers to any service provider and/or their direct agents including, but not limited to, Telephony Networks, Utility Suppliers (e.g. electricity, water, gas), Postal Services, Municipalities, Banks and/or other providers of services.

1.21 "**Typical Installation**" refers to intended installations on premises with typical anticipated construction. Including distribution boards, plumbing or gas lines, with unvaried reticulation and in good working order; Non-typical installations requires to be quoted on explicitly and is separate from the standard callout offering and rates of the company.

1.22 "**Voucher**" refers to a Pin number or an electronically encoded card/chip capable of being redeemed for commodities, services, credits or otherwise as offered by the company or a SP;

### 2 INTERPRETATION

2.1 Clause headings are for convenience and should not be taken into consideration in interpretation; "Day" refers to a calendar day irrespective of whether such is a business day; Natural persons includes legal persons & vice versa, singular includes plural & vice versa, gender includes all genders.

### 3 PREAMBLE

3.1 The Owner wishes to make use of the services offered by the company.

3.2 The Owner may rent any respective equipment from the company under the terms mentioned herein.

### 4 NO PARTNERSHIP

4.1 The company, SPs and the Owner herein are independent, and neither indemnifies the other for any obligations or claims of whatever nature, and the Owner's obligations to such is entirely mutually exclusive and severable.

4.2 Nothing contained herein shall be interpreted as to imply that the company and the Owner are partners, joint undertakers or shareholders for any purpose whatsoever.

### 5 GENERAL SERVICES

5.1 Owners must display required Company decals;

5.2 Owners shall inform the company of tampering with equipment or connectivity thereof.

5.3 The Company reserves the right, at its sole discretion, to decline or discontinue any of its Services without the giving of reasons to the Owner or End User.

5.4 The Owner shall be liable to the company for interest and/or penalties payable to any SP or the company arising out of the Owner's failure to meet any of its obligations herein.

5.5 The Owner indemnifies the company against any claims whatsoever against the company where: The Owner has acted unlawfully; Or the Owner Agreement is unlawful, unenforceable or erroneous.

5.6 Typical Installation includes: Single or Three phase meter that can be installed within 50cm of wiring from the distribution board; Dinrail installations not requiring more than 3m of communication cables between the keypad and meter; Water meter installations that can be done inline above the ground; or other installation parameters published periodically.

5.7 A 24 hour notice is required for cancelling a callout, any hindrance preventing the due delivery of a callout request shall be subject to charges as per the company's published rates. Callouts may be charged, or automatically debited to the owner's account, in advance and shall be reversed immediately should it transpire that such callout was due to faulty equipment under warranty.

5.8 The following shall be subject to callout fees and/or other charges published by the company: Tampering or vandalism of equipment; Broken Seals; Requests to move a meter or other incidentals caused by a tenant or owner.

5.9 There shall be no cause of action where the Owner has failed or inadequately attended to the delivery of its services or other responsibilities to the End User, or where the Premises or other services of the Owner are not of the condition as agreed to between the Owner and the End User, or where the End User has repaid in part of or in full any respective amounts to the Owner.

5.10 The Company shall have the right to obtain a copy of the Owner Agreement or any other valid proof regarding an arrangement or payments between the Owner and an End User.

5.11 The Company may as a gesture of goodwill elect to grant a concession to the Owner. Such concession shall however not be construed as an amendment to the terms and condition of this agreement.

5.12 In an event of a concession, the Company shall have the right to reclaim from the Owner the payment value or part thereof and to reconcile the Owners account so as to reflect the amount owed back to the Company.

5.13 The Company shall have the right to set off and/or claim back any concessions from the Owner at anytime should the Owner's account remain unpaid for more than 30 days from due date.

### 6 MANAGED SERVICES

6.1 The following must be followed by the Owner in using Managed Services as offered by the company:

6.1.1 An Owner Agreement must be made in the name of the Owner and the End-User (eg. Tenant).

6.1.2 The Owner Agreement must include: The ID number, physical address (not postal address), company number (if applicable), telephone & cellular numbers and signature of the End-User, and in the case of a legal person, the signature of a duly authorised representative.

6.1.3 The Owner must have a copy of an original Identity document of the responsible signatory, and shall ensure that such original document is in a reasonably good condition and has not been tampered with.

6.1.4 In the case of an identity document being a Driver's License, Owners are to ensure that the License is valid and that the signature on the License matches the signature on the Owner Agreement.

6.1.5 Any contact telephone numbers, provided by End-Users on the Owner Agreement, must contain at least one land line number.

6.1.6 In the case where an End User is a company, the owner must also ensure that: an appropriate company registration number is furnished; and a copy of a photo ID document is obtained from the signatory.

6.1.7 End Users may not be the Owners themselves. Owners shall ensure that there is an 'arms length' relationship with an End User and thus End-Users will not be the Owner's staff, subsidiaries, associates, family or friends.

6.1.8 The Company shall not be obliged to provide its Managed Services to the Owner should any of the information supplied by the Owner regarding the End User be incorrect or omitted, or if any other procedure prescribed by the company has not been followed.

6.1.9 Owners undertake to act in absolute good faith and to divulge all information in their possession, which may influence the Managed Service offering by the company;

6.1.10 Owners shall use any Managed Services offered by the company, only in the ordinary course of the Owner's business;

6.1.11 Under no circumstances shall charges pertaining to Managed Services be reversed.

6.1.12 The Company's undertaking with respect to its Managed Services in favour of the Owner shall occur only if there is a valid action (as determined by the company) based on the Owner Agreement and interaction between the Owner and an End User.

6.1.13 The Owner shall notify the company immediately of any incident regarding an End User which would otherwise influence the company's decision in granting the Owner the benefits of the Company's Managed Services with respect to the End User.

6.1.14 The Owner understands that the Company shall only entertain giving benefits to the Owner with respect to its Managed Services if the terms and conditions as mentioned herein have been fulfilled by the Owner.

6.1.15 If the Owner is settled, partially or fully, directly by the End User (whose non-paid bill has already been submitted to the Company by the Owner) the Owner must inform the Company of such in writing within seven days, failing which the Owner shall be liable to reimburse the Company for all legal and/or administrative costs incurred by the Company in instituting recovery procedures against any such End User.

6.1.16 Should a dispute between the Owner and an End User occur, the Owner shall to the best of his ability attempt to resolve the matter failing which the Owner shall have no claim whatsoever against the Company with respect to any respective Managed Services.

6.1.17 The Owner must inform the Company in writing within seven (7) days after it has come to its attention that a dispute with an End User may impact the End User's obligations to the Owner.

6.1.18 At the instant the Owner is advised ("Advise Date") by the company of irregularities or suspicious activity by an End User ("Suspect End User"), then it shall be deemed as a partial cessation of the Managed Services offered by the company effective 30 days ("Cessation Date") from the Advise Date. In which case:

6.1.18.1 The company shall settle any outstanding usage charges incurred by an End-User with an SP, up to the Cessation Date, subject to such charges being less than the company's published maximum limit for such charges.

6.1.18.2 The Owner undertakes to commence immediate legal and/or eviction proceedings and/or take whatever steps are necessary in its dealings with such End User.

6.1.18.3 Any payments made by the End User after the Advise Date shall first and foremost be applied to settle any charges incurred by the company with respect to such End User.

6.1.18.4 Any continued services given by the company to the Owner, with respect to a Suspect End User, shall be deemed discretionary and the Owner shall retain all responsibility in dealing with such End User.

### 7 BILLING & SETTLEMENT

7.1 Billing options are subject to conditions & charges as determined and published by the company from time to time. Payment shall be made periodically, as determined by the company, by means of a debit order or any other agreed method. All payments shall include VAT.

7.2 The Owner shall not cancel or reverse any processed debit orders without first informing the company in writing of his intentions to do so.

7.3 The Owner shall pay all monthly charges to the company whether or not the Owner has

made any use of the respective services.

7.4 Amounts due to the company shall be paid free of deduction and without set-off for any reason whatsoever and the Owner shall not withhold any payment due for any reason whatsoever.

7.5 Failure on the part of the Owner to pay its account with the Company shall result in the Company not being obliged to meet any of its obligations to the Owner.

7.6 Should the Owner's account be in arrears then any right granted to the Owner after that date, will be of no force and effect and the Company shall accordingly be exempt from its obligations.

7.7 Overdue amounts shall attract interest at the rate chosen by the company & permitted by law, compounded monthly from the date of default to the date of payment.

7.8 Failure on the part of the Owner to pay its account within 10 days of due date shall entitle the company, without notice and without causing any liability to it whatsoever: To seize any of its equipment; and/or suspend any or all its services to the Owner; and/or retain any or all amounts paid to it; and/or retain any other credits due to the Owner which the company may hold in its possession; and/or to claim rental for the full term of this agreement; and/or to claim the full and immediate payment of any outstanding installments; and/or claim damages or any other costs involved in the recovery of its equipment.

7.9 The company shall provide account status to the Owner by email or via a Website or any other method as the company may deem fit.

7.10 The Company shall: Reserve the right to withhold any credits due to an Owner should his account not be up to date; Be entitled to set-off all moneys owing to it from any moneys owing to the Owner; Be entitled to charge the Owner any cash handling fee and/or other banking fees and/or other administration costs that are incurred by the company.

7.11 Upon termination of the agreement for any reason, all amounts owed by the Owner to the company shall become immediately due and payable.

7.12 Should the Owner fail to return any goods supplied by the company on termination of this agreement then, in addition, and without prejudice, to any other claims the company may have, the Owner shall be liable to continue to pay the fees to the company as if this agreement had not been so terminated.

7.13 Should the Owner submit dishonoured accounts by End Users, for debt collection:- then the Company shall charge the Owner a collection fee of upto 15% on any such recovered amount, irrespective of whether recovered payments are made to the Company or the Owner.

7.14 The Owner hereby appoints the Company as its agent in processing any debit instructions to the bank account of a defaulting End User for the purposes of recovering unpaid bills owing to the Owner.

7.15 An appointment of a billing facilitator by the Owner shall entitle such facilitator to give instructions as to the management of the Owner's account with the company including (but not limited to) any directives regarding any disbursements thereof. In the event of any conflict arising from any submitted instructions, the owner shall hold the company harmless and the owner acknowledges that the instructions submitted by the billing facilitator shall prevail. In the event of cessation or change of an appointment of a billing facilitator, the company may be entitled to request confirmation of such in writing from a respective billing facilitator/s.

7.16 Should the company provide any subsidy for equipment or services which is based on monthly Anticipated Utility Charges and should such charges be lower than the anticipated monthly amount (for an average of three consecutive months) then the company shall be entitled henceforth to charge the owner it's prevailing monthly rental fee for such equipment and/or services for a minimum initial period as contemplated herein.

## **8 FORCE MAJEURE**

8.1 The Company shall not be liable for any loss suffered by any party arising out of any delay in or prevention of performance of the company's obligations due to any cause, the adverse effects of which the Company could not and cannot reasonably and practically avoid in the ordinary conduct of the Company's business.

## **9 LEGAL ACTION**

9.1 The Owner hereby grants the Company the right to institute any legal action of whatsoever nature against any End User in the recovery of due amounts or if fraudulent activity is suspected. Such legal action shall be conducted in the name of the Owner as the plaintiff in the action.

9.2 The Owner hereby nominates the Company as its agent in instituting any debits against any bank account of a defaulting End User for the purposes of recovering unpaid amounts due to the Owner.

9.3 The Owner hereby undertakes to give the Company its full cooperation and assistance in any legal action which may be instituted against a defaulting End User, including the signing of affidavits and statements, giving of information, and attendance at Court, if required.

9.4 The Owner agrees that the Company shall be responsible for the costs of such recovery of the debt, and accordingly may recover the legal costs from the debtor.

## **10 DEBIT AUTHORISATION**

10.1 The Owner authorises the company and its bankers to draw against its bank account whenever instructions to debit are given by the Owner to the company.

10.2 Instructions to debit shall be irrevocable and the Owner acknowledges that it shall under no circumstances whatsoever reverse, cancel or stop any payment related to any such debit instructions.

## **11 TRANSMISSION INDEMNITY**

11.1 The Owner acknowledges that submitted instructions are subject to delays & discrepancies. The Owner thus indemnifies and holds the company and/or its bankers harmless against any claim whatsoever arising out of any submitted instructions.

## **12 DAMAGES**

12.1 The company is hereby exempted from and shall not be liable under any circumstances whatsoever to the Owner for any loss, damage, whether indirect, consequential or otherwise, or for any loss, profits of other special damages of any kind whether within the contemplation of the parties or not, as the Owner may suffer as a result of any breach by the company of any of its obligations under this agreement or otherwise howsoever arising.

12.2 The Owner indemnifies the company against any action for damages or otherwise (resulting as a direct or indirect consequence of the company's performance) brought against it, by a customer, and/or a SP, and/or an end user and/or any other party.

## **13 DISPUTES**

13.1 At the option of the company any action or application arising out of this agreement, its enforcement or cancellation, may be brought either: In a small claims court or a Magistrate's Court, or a High Court that the company may elect, notwithstanding that the amount in issue may exceed the jurisdiction of such Court, and the Owner hereby consents to the jurisdiction thereof.

13.2 The Owner shall be liable for all legal costs (including attorney and client costs) incurred

by company in enforcing its rights in this agreement as well as for expenses incurred by company in exercising any rights arising out of breach of the Owner's obligations herein including but not limited to collection charges and/or tracing fees.

13.3 Queries by Owners regarding the accuracy or activity of their account with the company or regarding any reports provided by the company, must be submitted in writing no later than 30 days after the due date, failing which the Owner shall have no right to ventilate any query in respect thereof.

13.4 Any dispute relating to any adjustments in fees and/or fees charged shall be referred to the company's auditors who shall act as an expert and whose decision shall be final and binding on the parties hereto.

13.5 Any performance or non-performance by the Company or a SP and/or any other party shall in no way effect the Owner's obligations to the company, and the Owner shall not use such performance or non-performance as a defense against the company.

13.6 The Owner undertakes that it shall under no circumstances refund an End User for a Voucher but shall refer the matter to the company or an SP for resolution with such customer or end user.

13.7 Where funds are collected by the Company, on behalf of the Owner in lieu of the payment industry or utility provider, in the event where any dispute or deficiency arises for any reason or by any party whatsoever, the Owner acknowledges that he shall not be entitled to any such amounts if such amounts exceed any third party provider's bill or as is permitted by Law.

## **14 EQUIPMENT and SOFTWARE**

14.1 Should the Owner not notify the company otherwise in writing within seven days of having received the equipment, the Owner shall be deemed to have received the equipment in good order and condition, operating to the Owner's satisfaction.

14.2 All risks including destruction or loss shall pass to the Owner upon delivery.

14.3 Unless purchased and fully paid for by the Owner, ownership of any supplied Equipment shall vest with the company and shall be returned at the Owner's own cost and expense, within 14 days after termination of this agreement. The Owner shall be liable for the replacement costs of any items not in good working order and condition.

14.4 Ownership and copyright to any software program shall vest solely with the company and the Owner shall be held liable for any unauthorised copying or modifications thereto.

14.5 The company shall be entitled to charge the Owner any relevant costs incurred for reinstalling or configuring any equipment or software program in the event that failure was the result of the Owner's responsibility.

14.6 Should any supplied equipment be damaged, lost or stolen the Owner shall bear the costs of replacement thereof.

14.7 The Owner shall be obliged to take whatever steps may be necessary to prevent the destruction or loss of any equipment or goods received from the company and shall insure such and do everything necessary to comply with the terms and conditions of such insurance policy.

14.8 The Owner agrees to use any supplied hardware or software for the purposes for which they are intended by the company and shall not carry out any repairs or modifications, neither shall he sell, transfer, hire or pledge any such items.

14.9 The Owner undertakes to promptly inform the company in writing on the occurrence of any malfunction, failure or electronic damage to any of the company's equipment or software.

14.10 The company shall have the right to improve, repair or replace its equipment or software program or supporting networks without the incurring of any liability to the Owner.

14.11 Equipment and/or program software shall be operated at the Owner's cost.

14.12 The Owner shall comply with the specifications, instructions and recommendations of the company for the operations or maintenance of any provided equipment and/or software program or any part thereof.

14.13 The Owner shall at all reasonable times permit the company or its representative to inspect the equipment and/or software program.

14.14 The Owner admits and agrees that any Equipment or program software are movable and are installed with the intentions that these shall remain movable and that they shall under no circumstances accede to any property.

14.15 Any Equipment or software program given by the company to the Owner shall be kept at the given address as notified by the Owner and agreed to by the company in writing.

## **15 AMENDMENTS AND NOTICES**

15.1 The company may amend or substitute any terms & conditions of this agreement and/or any charges by giving a 30 day notice addressed to the Owner.

15.2 A notice sent to the Owner shall be deemed to have been received by the Owner within 7 days after sending date. The Owner shall be bound by the amendments and/or substitutions unless the company has been notified otherwise in writing within 7 days after receipt of notice.

15.3 Should any amendment be of a material nature such that it is unacceptable to the Owner, following such written notice by the Owner to the company, the company shall be entitled to withdraw such amendment failing which the Owner will have the right to cancel this agreement within a 7 day notice without causing any liability to the company whatsoever.

15.4 A cancellation by a Owner shall in no way effect any liability incurred by the Owner to the company as described herein.

15.5 The charges payable by the Owner to the company for use of the various services offered by the company shall be in accordance with the rates and terms as published by the company from time to time.

15.6 Should the company issue a notice which has been issued on behalf a SP, not withstanding anything contained herein, and regardless of the contents of any such notice, such notice will become effective and binding upon the Owner immediately.

15.7 Should any of the terms and conditions of this agreement and/or any charges levied by the company, be influenced by any directive of an SP or agreement between the company and a SP (or any other third party) then the company shall be entitled to amend or substitute the terms and conditions of this agreement so as to reflect such with immediate effect and without notice to the Owner.

15.8 In the event of any change in any law or regulations or in the interpretation thereof, or any changes in the policies of any respective SP, resulting in an increase to the company in the cost of providing or maintaining its service as described in this agreement, the company shall be entitled to increase the fees payments by such amount as necessary in order to recover such increased cost from the Owner.

15.9 No amendments or substitutions shall constitute a variation of any prior obligations of the Owner to company, save as to where the old terms and conditions are inconsistent with the new terms.

15.10 Renewal of agreements and/or the additions of more Company services or installations

by Owner shall automatically be bound by the latest amendments or substitutions to this agreement.

15.11 The address given in the Application shall be the Owner's chosen address for legal notices unless otherwise indicated in writing.

16 Owners shall ensure that they notify the company of their latest particulars & details.

#### **17 TERM, FEES & CANCELLATION**

**17.1 In the case where the owner has purchased outright the Equipment from the Company and the Company has not subsidized any of the installation thereof, then:**

17.1.1 This agreement shall endure for a minimum period of 1 (one) month ("Initial Period") and shall thereafter automatically be renewable for a further 12 Month period ("Subsequent periods").

**17.2 In the case where the owner has not purchased the equipment outright from the Company Or the Company has subsidized the equipment or installation thereof Or the Company has rented the Equipment or part thereof to the Owner, then:**

17.2.1 Unless otherwise stated this agreement shall endure for a minimum period of 3 (three) years ("Initial Period") and shall thereafter automatically be renewable for a further 12 Month period ("Subsequent periods").

17.2.2 A cancellation fee shall apply if the agreement is terminated during the Initial Period.

17.3 The Owner hereby gives its commitment to pay fees for a minimum period which shall be not less than the Initial Period of this agreement.

17.4 Unless a written cancellation is received from the Owner within 30 days of the last day of the Initial Period or any Subsequent Periods, this agreement shall be automatically renewed again for a Subsequent Period.

17.4.1 This agreement may be terminated: By the Company by giving the Owner 10 days written notice; Or by the Owner during the Subsequent Period by giving the company a 30 day written notice.

17.5 Termination of this agreement during the Initial Period and where such initial period is subject to cancellation fees, the owner shall pay the Company 50% of the remaining portion of the Initial period multiplied by the prevailing monthly fee (which shall be calculated at no less than R50.00/month). For example: If the monthly rate is 50.00 and the Owner has made use of the company's service for 19 months out of a 36 month initial period. The remaining portion of the initial period is:  $36 - 19 = 17$  months. Then payable upon termination is:  $50\% \times 17 \times 50.00 = 425.00$ .

17.6 Upon cancellation of this agreement the Owner shall cease from usage of the company's equipment and/or services and shall return such equipment (if not outright purchased by the Owner) back to the company within 14 days, at its own cost, in good working order and condition.

17.7 Upon termination it is the Owner's responsibility to remove all company decals from its premises, failure which shall cause the Owner to be liable to the company for any monthly subscription charges.

17.8 The company reserves the right, at its sole discretion, to disconnect or suspend its services, without explanation and without notice, should the Owner not fulfill any of his obligations herein or should the company suspect that the Owner is not acting in good faith or should any fraudulent activity be suspected or for any reason whatsoever.

17.9 If the Owner defaults in the punctual payment of monies due in terms of this agreement; or fails to comply with any of the terms herein; or commits any act of insolvency, or assigns, surrenders or attempts to assign or surrender his estate; or allows a default judgment to remain unsatisfied for a period of seven days or be refused rescission within fourteen days of any default judgment; or is sequestered or placed under judicial management or wound up, whether provisionally or finally, or abandons the equipment; or compromises with any of its creditors or attempts to do so; or makes any incorrect or untrue statement or representation in connection with this agreement or matters relevant thereto; or breaches any terms of this agreement, or does or allows to be done anything that might prejudice the company's rights herein; then and upon the occurrence of any of these events the Company may elect, without prejudice to any of its rights, to claim immediate payment of all amounts which would have been payable in terms of this agreement whether such amounts are then due for payment or not; and/or immediately terminate this agreement without notice, and/or take possession of any of its goods, and/or retain all amounts already paid by the Owner and/or claim all outstanding fees, all legal costs on the attorney and own client scale and/or the aggregate value of the fees which would have been payable had this agreement continued.

#### **18 RIGHT OF CESSION**

18.1 The company is entitled to cede without notice to the Owner all or any of the company's right under this agreement including its rights of ownership in the software and/or any equipment, either absolutely or as collateral security, to any other legal person or persons and whether such cession is made to the cessionary alone or to the cessionary jointly and severally with the company or any other person or persons, and if such cession occurs, the Owner, if so required by any such cessionary, make all payments direct to such cessionary. Any reference in this agreement to the company shall, unless the context indicates otherwise, be construed as referring to the cessionary. The Owner hereby undertakes to accept the cession and to acknowledge the rights of the cessionary in terms of this clause.

18.2 The company's right to cede the obligations of the Owner under the terms and conditions of this agreement to any third party. The party receiving such cession will become the "cessionary" of this agreement whereby the Owner's obligation shall be to the cessionary in the same manner as they were to the company.

18.3 The cessionary shall be entitled to enforce all its rights as described herein and shall be exempt from performing any of the company's obligations as described herein.

18.4 In accordance with any agreement that the company may enter into with a cessionary, the company will be entitled to accept cession back from a cessionary and in which case the Owner's obligations to the cessionary will cease and become applicable to the company as detailed herein.

18.5 All payments by the Owner to the cessionary shall be made to the cessionary's address stipulated by the company and notified to the Owner in writing from time to time by the company.

18.6 The company or cessionary may by appropriate any payment made by or on behalf of the Owner to any indebtedness of whatsoever nature of the Owner to the cessionary or to the company.

#### **19 UNDERTAKINGS BY THE OWNER**

19.1 It is the Owners responsibility to ensure that all its installations comply with legislative requirements and shall ensure to obtain a certificate of compliance, as may be required by law,

before or after any respective installation of equipment on its premises.

19.2 The Company may offer or facilitate installation, maintenance or accounting services to the Owner and the Owner acknowledges that any such services whether between the Company and an SP of the Owner or between the Company and the Tenant of the Owner are offered for the sake of convenience only and the Owner shall at all times remain the primary responsible principal in such dealings and the Company is hereby indemnified against any claims related to any such third party dealings. The Owner confirms that installation, maintenance, accounting, billing or tariff charges shall remain its responsibility and shall be performed at its own risk and the Owner shall hold the Company harmless in any matter related thereto.

19.3 The Owner acknowledges that the operational functioning of any equipment is at its own risk and shall ensure that any other devices on its premises (as well as the premises itself) are adequately protected and/or insured against current surges, earth leakage, lightning, flooding or any other hazardous reactions.

19.4 The Owner undertakes: to act in strict accordance with the instructions and directions set by the company, from time to time, related to the subject matter of this agreement; to indemnify the company and the SP against any loss, penalties or damages suffered by the company as a result of the Owner or its End User failure to comply with all the obligations of this agreement.

19.5 It is the Owner's responsibility to ensure that the provision of any service by the company does not infringe on any agreement the Owner may have with a SP or that may be required by Law.

19.6 The above undertakings by the Owner shall survive the termination of this agreement for any reason.

#### **20 GENERAL**

20.1 The Owner shall notify End-Users that information may be communicated to the company for purposes of assessing such End User's payment behavior or credit worthiness.

20.2 The Owner agrees that all the terms and conditions herein are all material to this agreement and agrees to comply therewith.

20.3 The obligations herein shall apply jointly and severally to the Owner as well as to the person/s signed up with respect to the company's services described herein.

20.4 The Owner hereby grants the Company the right to investigate the possibility of any fraudulent activity related hereto which may include the obtaining of statements, polygraph testing, audio and/or visual recordings or direct inspection.

20.5 The Owner hereby grants, where applicable, the company the right to launch any civil or criminal proceedings on its behalf against an End-User or other related parties pertaining to the subject matter herein.

20.6 The Owner shall upon the institution of an indemnity claim by the company cease to be entitled to or any amounts payable by the company to the Owner.

20.7 The Owner shall bear the onus of proof regarding the correctness of any details or any information pertaining to any transaction supplied to the company.

20.8 The Owner hereby grants the company to the right to record on audio tape (or any other format) any conversations between the Owner and the company.

20.9 This constitutes the entire agreement between the company and the Owner. Any other agreement between the parties must be reduced to writing and signed by both parties or their representatives.

20.10 No representation, warranties, undertakings or promises have been made except as incorporated herein. None of the terms and conditions of this agreement is capable of being cancelled, waived amended, added to or deleted unless such is reduced to writing and is signed by the parties hereto. The provisions of this agreement shall as far as is permitted by law, be binding upon the parties, executors, trustees, curators, legatees, heirs and other successors in title. No indulgence on the part of any party in exercising the right conferred upon such party shall constitute a waiver or novation of any such right, nor shall any single or partial exercise of any right preclude any other or future exercise thereof or the exercise of any other right under. Each clause herein is severable, the one from the other, and if any clause is found to be defective or unenforceable, then the remaining clauses shall be of full force and effect. This agreement is not subject to any suspensive condition, either preventing or postponing the coming into operation of this agreement.

20.11 The Owner may not cede or assign any of its rights or obligations in terms of this agreement without the prior written consent of the company.

20.12 A certificate under the hand of any manager of the company or cessionary, in respect of the indebtedness of the Owner in terms of this agreement shall be prima facie evidence of the Owner indebtedness to the company and/or such other fact.

20.13 All stamp duties in respect of this agreement and/or any securities given in respect of this agreement shall be paid on demand by the Owner to the company.

20.14 The Owner confirms having agreed on behalf of itself and its directors, shareholders, members and associates that the company is entitled at any time to communicate with any Credit Bureau regarding any information relating to their payment behavior.

20.15 The validity and interpretation of this agreement will be governed by the laws of the country where services are provided to Owners.