



GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

1.1. In these Terms and Conditions, unless the context otherwise indicates:

- 1.1.1. **"Business Day/s"** means calendar days excluding Saturdays, Sundays and public holidays;
- 1.1.2. **"Cancellation Window"** means the period that starts 120 calendar days before the end of the current contract term (whether the Initial Period or a Renewal Period) and ends 90 calendar days before that end date. This is the only time during which the CUSTOMER may give valid written notice to cancel the agreement or prevent it from automatically renewing, as provided for in clauses 4 and 16;
- 1.1.3. **"CUSTOMER"** means the company duly incorporated in accordance with the company laws of the Republic of South Africa which duly entered into a Subscriber Agreement with INTER-AFRICA;
- 1.1.4. **"Commencement Date"** means the date on which the Services in terms of the Subscriber Agreement are activated (activation date), notwithstanding the date on which the Subscriber Agreement is signed;
- 1.1.5. **"Due Date"** means the last working day of each and every subsequent month, being the date on which the amounts, as reflected on each Invoice rendered, are due and payable by the CUSTOMER to INTER-AFRICA in respect of the Services;
- 1.1.6. **"Equipment"** means all equipment installed at the CUSTOMER's premises and/or provided to the CUSTOMER to enable the CUSTOMER to gain access to the Services;
- 1.1.7. **"INTER-AFRICA"** means INTER-AFRICA TELECOM (PTY) LTD, with registration number 2019/604113/07, a company duly incorporated in accordance with the company laws of the Republic of South Africa situated at 108 Eight Road, Midrand, Gauteng;
- 1.1.8. **"Initial Period"** shall mean a period of 36 (thirty-six) months, or such other period as expressly agreed to by the CUSTOMER in terms of the Subscriber Agreement;
- 1.1.9. **"Invoice"** means a valid tax invoice setting out all amounts due and payable to INTER-AFRICA by the CUSTOMER in respect of the Services rendered as stipulated, including the fees due and payable for administrative services as set out in the Subscriber Agreement duly signed by the CUSTOMER;
- 1.1.10. **"Network"** means the communication network, network components and Network Equipment owned and/or operated by INTER-AFRICA, including Points of Presence ("PoP"), but does not include customer devices, customer

premises equipment (modems, routers etc), or any networks or network equipment not owned or controlled by INTER-AFRICA;

- 1.1.11. **“Party/ies”** means INTER-AFRICA and the CUSTOMER;
 - 1.1.12. **“POPI Act”** means Protection of Personal Information Act, 4 of 2013;
 - 1.1.13. **“Renewal Period”** means each successive 12 (twelve) month period for which the Subscriber Agreement automatically renews in terms of clause 4.5;
 - 1.1.14. **“Service/s”** means the Services as elected by the CUSTOMER in accordance with the duly signed Subscriber Agreement;
 - 1.1.15. **“Subscriber Agreement” or “SA”** means the form through which the CUSTOMER accepts a quotation for the Services, setting out the details of the Services requested such as quantities, fees, service levels and administrative charges payable by the CUSTOMER;
 - 1.1.16. **“VAT”** means Value Added Tax as defined in terms of the Value Added Tax Act, No. 89 of 1991, as amended.
- 1.2. Both INTER-AFRICA and the CUSTOMER act as principals at law in these Terms & Conditions and INTER-AFRICA acts as principal in all its contracts entered into with third parties in relation to the business covered by these Terms & Conditions.
 - 1.3. The clause headings to the paragraphs to these Terms & Conditions are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.
 - 1.4. Words importing the singular shall include the plural and *vice versa* and words importing the masculine gender shall include females and words importing persons shall include partnerships and bodies corporate.
 - 1.5. When any number of days is prescribed, such number shall exclude the first and include the last day, unless the last day falls on a Saturday, Sunday or public holiday in the Republic of South Africa, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.
 - 1.6. These Terms & Conditions shall be binding on the CUSTOMER's respective successors-in-title and, if permitted in these Terms & Conditions, their respective cessionaries and assignees.
 - 1.7. The use of the word “including” followed by a specific example/s shall not be considered as limiting the meaning of the general wording preceding it.

- 1.8. In its interpretation, the contra proferentem rule of construction shall not apply nor shall these Terms & Conditions be construed in favour of or against any party by reason of the extent to which any party or its professional advisors participated in the preparations of these Terms & Conditions.

2. INTRODUCTION

- 2.1. The CUSTOMER appoints INTER-AFRICA as its service provider to render the Services in accordance with the duly signed Subscriber Agreement and these Terms & Conditions.
- 2.2. INTER-AFRICA agrees to provide the Services to the CUSTOMER and undertakes to perform the Services in accordance with the terms and conditions contained herein.

3. SERVICES

- 3.1. INTER-AFRICA, being the service provider, will provide the Services to the CUSTOMER as duly elected and agreed upon by the CUSTOMER in accordance with the duly signed Subscriber Agreement.
- 3.2. It is hereby recorded that in the event that the CUSTOMER makes use of voice lines (as elected in the Subscriber Agreement), the voice bundle ("package") will only be charged once the voice lines go live and is not necessarily included in the quotation or the Subscriber Agreement. The applicable voice bundle package will be communicated to the CUSTOMER prior to the first billing cycle. The CUSTOMER remains liable to effect payment towards the voice bundle, on a monthly basis, for the duration of the Subscriber Agreement.

4. DURATION

- 4.1. These Terms & Conditions will commence on the Commencement Date and will continue thereafter for the Initial Period, or such period as agreed upon between the Parties in the Subscriber Agreement ("the Initial Period/Contract Term").
- 4.2. In the event that the Parties failed, alternatively neglected to agree to an Initial Period/Contract Term, the duration of the Subscriber Agreement will automatically be for a period of 36 (thirty-six) months.
- 4.3. On expiration of the Initial Period, the CUSTOMER will have the right to terminate the Subscriber Agreement by giving INTER-AFRICA written notice, of its election to

terminate the Terms & Conditions, strictly within the Cancellation Window. No notice of termination or non-renewal shall be valid, and INTER-AFRICA shall not be obliged to accept or act upon any such notice, if it is given before the commencement of, or after the expiry of, the Cancellation Window.

- 4.4. Any purported notice of cancellation or non-renewal submitted by the CUSTOMER prior to the commencement of the Cancellation Window shall be premature, of no force or effect, invalid, null and void, and shall not be binding on INTER-AFRICA, regardless of whether INTER-AFRICA acknowledges receipt thereof or fails to reject it at the time. The CUSTOMER shall not be entitled to rely on any such premature notice at a later date as satisfying its notice obligations under this clause 4 or clause 16, and shall, if it still wishes to cancel or not renew the Subscriber Agreement, be required to submit a fresh, valid notice of cancellation or non-renewal strictly within the Cancellation Window.
- 4.5. If the Subscriber Agreement is not duly cancelled by a valid notice submitted strictly within the Cancellation Window, the Subscriber Agreement shall automatically renew for a further 12 (twelve) months (a "Renewal Period") on the same terms and conditions, and this clause 4 shall apply mutatis mutandis to each successive Renewal Period, with the Cancellation Window recalculated by reference to the expiry date of that Renewal Period.
- 4.6. Should the CUSTOMER upgrade any of its Services during the Initial Period, the Subscriber Agreement will automatically be renewed for a period of 36 (thirty-six) months from the date of such upgrade notwithstanding the originally agreed upon Initial Period/Contract Term.

5. BILLING

- 5.1. INTER-AFRICA will commence to bill a CUSTOMER for the Services upon activation.
- 5.2. If the CUSTOMER subscribed to the Service in the middle of any calendar month, the first bill will include a pro-rata portion for the remaining period of the month in which the CUSTOMER signed up together with the monthly fee for the following month.
- 5.3. INTER-AFRICA will provide a CUSTOMER, usually on a monthly basis, with an Invoice for the amounts payable by the CUSTOMER in respect of the Services rendered. The CUSTOMER remains liable for payment in respect of the aforementioned Services, irrespective of whether an Invoice has been received by the CUSTOMER.

- 5.4. The CUSTOMER agrees that payment will be effected on or before the Due Date, or such other selected payment date as may be expressly agreed to by INTER-AFRICA in writing, for the duration of the Subscriber Agreement. If the selected payment date falls on a public holiday or Sunday, payment will be collected on the business day before the selected payment date. Changes of a payment date within a bill cycle will only be implemented after the conclusion of that bill cycle, and remain for future payments, unless changed by agreement in writing.
- 5.5. INTER-AFRICA may, at its own discretion, issue a CUSTOMER an account outside of the normal billing cycle, and/or demand immediate payment of any amounts due by a CUSTOMER.
- 5.6. INTER-AFRICA may vary all or any of the tariffs as agreed upon in the Subscriber Agreement by publishing the amended tariffs, such variation to take effect after 30 (thirty) days written notice to the CUSTOMER.
- 5.7. An Invoice rendered by INTER-AFRICA to a CUSTOMER as contemplated in this clause 5 is *prima facie* proof of the amount due by the CUSTOMER to INTER-AFRICA in respect of the Services and until the contrary is proved. The CUSTOMER is, however, entitled to query or dispute any element of the Invoice. All undisputed portions of the Invoice must, however, be paid on or before the Due Date.
- 5.8. If INTER-AFRICA determines that the disputed amount is an error, INTER-AFRICA shall reverse the amount incorrectly debited, on the CUSTOMER's next Invoice. Should INTER-AFRICA, however, determine and inform the CUSTOMER that the disputed amount was billed correctly, such, payment together with interest shall be paid by no later than the due date of the next Invoice.

6. PAYMENTS

- 6.1. All monies payable by the CUSTOMER to INTER-AFRICA shall be paid at the election of the CUSTOMER by way of monthly debit order, by way of an electronic funds transfer (EFT) or any available payment channel, which payment by whatever mode must be made timeously on or before the Due Date as set out under the Invoice, free of deduction or set-off to INTER-AFRICA's banker, whose details are stated under the Invoice.
- 6.2. Non-receipt of an Invoice by the CUSTOMER shall not be considered as a valid reason for late or non-payment.

- 6.3. The CUSTOMER shall be liable and responsible for payment until payment has been received into INTER-AFRICA's bank account or into any other bank account as elected by the INTER-AFRICA from time to time.
- 6.4. The CUSTOMER shall be in breach of these Terms & Conditions by cancelling any debit order without the prior written consent of INTER-AFRICA or where any debit order is returned unpaid or stopped or should any charge card account or credit card account of the CUSTOMER be rejected. In such case INTER-AFRICA will have the right to suspend the CUSTOMER's account until such arrears amounts together with interest thereon have been received and paid in full.
- 6.5. If the CUSTOMER neglects to pay the amount due in full within 30 (thirty) days from the Due Date, interest may be charged at a rate of 2% per month on the overdue amount and INTER-AFRICA will hand over the CUSTOMER for collections. In the event of the account being handed over to an outside collection agency, any costs incurred as such will be for the CUSTOMER's account.

7. UNPAID ACCOUNTS – SUSPENSION OF SERVICES

- 7.1. Where any amounts due to INTER-AFRICA by the CUSTOMER are not paid on Due Date and remains outstanding for a period of 15 (fifteen) days from the Due Date, INTER-AFRICA shall suspend the CUSTOMER's services, and the suspension will stay in place until the CUSTOMER has paid all arrear amounts, interest and any applicable reconnection charges or the Terms & Conditions is terminated by INTER-AFRICA.
- 7.2. INTER-AFRICA will not be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims as a result of the suspension of Services due to the CUSTOMER's failure to timeously effect payment in terms of these Terms & Conditions.

8. INTER-AFRICA'S RESPONSIBILITIES AND DUTIES

- 8.1. INTER-AFRICA shall, for the duration of the Subscriber Agreement, avoid undue hindrance, interruption or interference with the operations of the CUSTOMER or otherwise hinder the activities of the CUSTOMER and its employees, save to the extent entitled to do so in terms of these Terms & Conditions or as may be reasonably necessary for the performance of the Services under these Terms & Conditions.

- 8.2. INTER-AFRICA will monitor the network and resolve any problems which may require repair/replacement.
- 8.3. INTER-AFRICA will take all reasonable steps within their control to make the Services available to the CUSTOMER at all times in line with the Subscriber Agreement.
- 8.4. The CUSTOMER understands that the Services are only available within the range of base stations that make up the Network and the signal may vary according to where the CUSTOMER is at the time.
- 8.5. Although INTER-AFRICA take all reasonable measures to ensure that Services are offered to the CUSTOMER on a consistent and continuous basis, INTER-AFRICA cannot always guarantee a continuous fault free Services.
- 8.6. The quality and availability of Services may sometimes be affected by factors such as local physical obstructions, bad weather, other causes of radio interference, the features or functionality of the particular Equipment, damaged Equipment or SIM card, or the number of people trying to use the Network at the same time.
- 8.7. INTER-AFRICA reserves the right to establish policies, rules and limitations, from time to time, concerning the use of the Service.

9. CUSTOMER'S DUTIES AND RESPONSIBILITIES

- 9.1. The CUSTOMER undertakes to make timeous payment of all charges as reflected on the Invoice.
- 9.2. The CUSTOMER agrees to supply INTER-AFRICA with such information, documentation and signatures that INTER-AFRICA may reasonably require at the time that the Subscriber Agreement is concluded, in order to give effect to the payment terms as set out in these Terms & Conditions. Any subsequent changes that affect the information supplied to INTER-AFRICA such as bank account details, domicilium address and credit card details must be brought to the immediate attention of INTER-AFRICA by the CUSTOMER in writing.
- 9.3. The CUSTOMER shall, whenever required by INTER-AFRICA, procure that INTER-AFRICA's personnel or contracted installer, be permitted access to the CUSTOMER's premises and to remain at such premises –
 - 9.3.1. to carry out any inspection, repair, testing or maintenance of any Equipment and other equipment relevant to the provision of the Service; and/or

- 9.3.2. to verify that the manner in which the Service is being utilised by the CUSTOMER is in compliance with these Terms & Conditions and applicable South African laws, rules and/or regulations; and/or
 - 9.3.3. to install, collect or remove any Equipment; and/or
 - 9.3.4. for any other reasonable purpose whatsoever.
- 9.4. The CUSTOMER is liable for the monthly rental of the Equipment as set out in the Subscriber Agreement. The CUSTOMER agrees to provide its full co-operation with the applicable rental house of INTER-AFRICA's choice pertaining to the Equipment and will subsequently enter into the relevant rental agreement to that effect. The CUSTOMER's failure or refusal to enter into or comply with the applicable rental agreement shall constitute a breach of these Terms & Conditions and shall not release the CUSTOMER from any payment obligation, equipment obligation, or other obligation under the Subscriber Agreement or these Terms & Conditions.
- 9.5. Ownership of any Equipment is and remains with INTER-AFRICA at all times. The CUSTOMER is advised to ensure the Equipment for any damage or theft whilst it is in its possession. The CUSTOMER is required to return the Equipment in the same condition that the CUSTOMER received it, fair wear and tear excepted, at the termination of the Services. In the event that the CUSTOMER does not return the Equipment, or the CUSTOMER returns the Equipment, but it is damaged and requires repair, the CUSTOMER will be liable for all the costs of repairing and/or replacing the Equipment.

10. NON-CIRCUMVENTION

- 10.1. The CUSTOMER (on behalf of themselves, their officers, directors, agents, associates and any related parties) irrevocably agrees to be legally bound by these Terms & Conditions and guarantees to INTER-AFRICA that the CUSTOMER shall not, directly or indirectly interfere with, circumvent or attempt to circumvent, avoid, by-pass, or obviate INTER-AFRICA's interest, or the interest or relationship between INTER-AFRICA and its suppliers, producers, brokers, employees, dealers, distributors, financial institutions, technology owners, developers or manufacturers, to change, increase or avoid directly or indirectly payment of established or to be established fees, commissions, or continuance of pre-established relationship or intervene in non-contracted relationship with suppliers, developers, employees, manufacturers or technology owners with intermediaries, entrepreneurs, legal counsel, or initiate buy/sell relationships, or transactional relationships that by-pass INTER-AFRICA with any corporation, producer, technology owner, partnership, or individual revealed or introduced by INTER-AFRICA to the recipient.

11. NON-SOLICITATION

- 11.1. The CUSTOMER also covenants and agrees that for the duration of these Terms & Conditions and for twenty-four (24) months after the termination of these Terms & Conditions, between the Parties thereof, regardless of the reason for termination, the CUSTOMER will not, directly or indirectly, solicit or attempt to solicit any business from any of the INTER-AFRICA's customers, including potential customers, customer prospects, or vendors with whom the CUSTOMER had material contact during its involvement with INTER-AFRICA.
- 11.2. The CUSTOMER also covenants and agrees that for the duration of these Terms & Conditions and for twenty-four (24) months after the termination of these Terms & Conditions between the Parties thereof, regardless of the reason for termination, the CUSTOMER will not, directly or indirectly, on its own behalf or on behalf of or in conjunction with any relative, third party or legal entity, recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee of INTER-AFRICA with whom it had personal contact or supervised while performing its duties, to terminate their employment relationship with INTER-AFRICA.

12. INTELLECTUAL PROPERTY RIGHTS

Any intellectual property rights vesting in INTER-AFRICA, whether by statute or common law, will remain vested in INTER-AFRICA and the CUSTOMER agrees not to do anything or allow anything to be done that may infringe INTER-AFRICA's rights. The CUSTOMER hereby indemnifies INTER-AFRICA against any claims, actions and proceedings that may arise as a result of the CUSTOMER infringing or violating INTER-AFRICA's intellectual property rights.

13. LIMITATION OF LIABILITY AND INDEMNIFICATION

- 13.1. Except in respect of death or personal injury caused by INTER-AFRICA's negligence, INTER-AFRICA will not by reason of any representation, implied warranty, condition or other term, or any duty at common law or under express terms of this contract, be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by INTER-AFRICA's servants or agents or otherwise) in connection with the performance of these Terms & Conditions or with the use by the CUSTOMER of the Services supplied.

- 13.2. INTER-AFRICA shall not be liable to the CUSTOMER or be deemed to be in breach of these Terms and Conditions by reason of any delay in performing, or any failure to perform, any of INTER-AFRICA's obligations if the delay or failure was due to any cause beyond INTER-AFRICA's reasonable control.
- 13.3. INTER-AFRICA shall guard against losses to the CUSTOMER as a result of its third-party contractors failing properly to meet their commitments. However, INTER-AFRICA shall not be held responsible for the failure of third parties to fulfil their commitments where the failure is outside the control of and is not due to the negligence of INTER-AFRICA.
- 13.4. INTER-AFRICA reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Services with or without notice. Without limiting the generality of the foregoing INTER-AFRICA may from time to time and without notice to the CUSTOMER, suspend and/or disconnect the Services, in any one of the following circumstances:
- 13.4.1. during any technical failure, modification or maintenance of the Network; or
 - 13.4.2. if the CUSTOMER fails to comply with any of the terms and conditions of these Terms & Conditions. The CUSTOMER shall repay to INTER-AFRICA on demand all costs which INTER-AFRICA incurs as a result of the CUSTOMER's failure to comply with the terms and conditions of these Terms & Conditions or any cancellation hereof; or
 - 13.4.3. if so directed by the Regulatory Authority.
- 13.5. The CUSTOMER agrees that INTER-AFRICA shall not be liable to the CUSTOMER or to any third party for any modification, suspension or discontinuation of the Services.

14. SUB-CONTRACTING

INTER-AFRICA may sub-contract the performance of any of its obligations under these Terms & Conditions without the prior written consent of the CUSTOMER. Where INTER-AFRICA subcontracts the performance of any of its obligations under these Terms & Conditions to any person, INTER-AFRICA shall be responsible for the acts or omissions as if it were an act or omission of INTER-AFRICA itself.

15. CONSENT TO PROCESS PERSONAL INFORMATION IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT, 4 OF 2013 (POPI)

- 15.1. The CUSTOMER hereby consents and gives INTER-AFRICA the necessary permission to collect, use and disclose (i.e. processing of) its personal information. The CUSTOMER acknowledges that it understands that its personal information is required for the purpose of obtaining the necessary Services from INTER-AFRICA. The CUSTOMER understands its right to privacy and the right to have its personal information processed in accordance with the conditions for the lawful processing of personal information.
- 15.2. The CUSTOMER hereby consents that it understands that third parties will have access to its personal information, and the CUSTOMER hereby consents to INTER-AFRICA sharing its personal information strictly in so far as it is necessary pertaining to any INTER-AFRICA Services.
- 15.3. The CUSTOMER further understands that all its personal information which the CUSTOMER provides to INTER-AFRICA will be held and/or stored securely for the purpose for which it was collected.
- 15.4. The CUSTOMER declares that all personal information being supplied by it to INTER-AFRICA is accurate, up to date, not misleading, and that it is complete in all material respects. The CUSTOMER further undertakes to immediately advise INTER-AFRICA of any changes to its personal information should any of these details change.
- 15.5. The CUSTOMER understands that in terms of POPI Act and other laws of the country, there are instances where its express consent is not necessary in order to permit the processing of personal information, which may be related to police investigations, litigation or when personal information is publicly available.
- 15.6. The CUSTOMER further confirms that INTER-AFRICA's privacy policy has been made available and that the CUSTOMER has read and understands the terms thereof. The CUSTOMER undertakes that it will not hold INTER-AFRICA responsible for any improper or unauthorized use of personal information that is beyond its reasonable control.
- 15.7. INTER-AFRICA reserves the right to make general credit reference enquiries about the CUSTOMER and to check the correctness of the information that has been supplied. INTER-AFRICA shall also be entitled to furnish any information relating to the CUSTOMER's account and compliance with these conditions to any registered credit bureau.
- 15.8. Where the CUSTOMER provides INTER-AFRICA with personal information relating to the CUSTOMER's employees, directors, officers, representatives, contractors, site

contacts, end-users, or any other third parties, the CUSTOMER warrants that it is lawfully entitled to disclose such personal information to INTER-AFRICA and that it has obtained all notices, consents, authorisations, and approvals required under POPI Act and any other applicable law. The CUSTOMER indemnifies INTER-AFRICA against any claim, loss, liability, penalty, cost, or expense arising from the CUSTOMER's unlawful or unauthorised disclosure of such personal information to INTER-AFRICA.

16. CANCELLATIONS

16.1. INTER-AFRICA may, without prejudice to any other rights or remedies available to it in terms of these Terms & Conditions, the Subscriber Agreement, or at law, cancel these Terms & Conditions and/or the Subscriber Agreement, suspend or disconnect the Services, and/or claim immediate payment of all amounts due by the CUSTOMER, by written notice to the CUSTOMER in accordance with clause 20, if any one or more of the events listed in clauses 16.1.1 to 16.1.4 occurs:

16.1.1. the CUSTOMER is in breach of any of its obligations hereunder and fails to remedy such breach within any applicable remedy period afforded by INTER-AFRICA or required by law;

16.1.2. the CUSTOMER enters into liquidation, business rescue, compromises or attempts to compromise with its creditors, or is placed under any similar insolvency-related process;

16.1.3. the CUSTOMER becomes bankrupt, is deemed unable to pay its debts, commits an act of insolvency, or is factually or commercially insolvent;

16.1.4. the CUSTOMER ceases or threatens to cease to carry on business.

16.1.5. For the avoidance of doubt, where INTER-AFRICA cancels, suspends, or disconnects the Services in terms of clause 16.1, such cancellation, suspension, or disconnection may take effect on the date stated in INTER-AFRICA's written notice and shall not require 90 (ninety) days' prior notice. Where the cancellation, suspension, or disconnection arises from the CUSTOMER's breach, default, insolvency, business rescue, liquidation, cessation of business, or other act or omission, the CUSTOMER shall remain liable for all amounts contemplated in clauses 16.2, 16.3, and 16.4, together with any other amounts due to INTER-AFRICA.

16.2. Apart from the aforesaid, unless INTER-AFRICA expressly agrees to the contrary in writing, the CUSTOMER must submit written notice of cancellation or non-renewal strictly within the Cancellation Window, to take effect at the end of the Initial Period or the then-current Renewal Period, as applicable. A notice submitted outside the

Cancellation Window, whether too early or too late, shall be invalid, null and void and of no force or effect, and shall not be accepted or processed by INTER-AFRICA. Should the CUSTOMER fail to submit a valid notice within the Cancellation Window, clause 4.5 shall apply and the Subscriber Agreement will automatically renew for a further 12 (twelve) months. Should the CUSTOMER thereafter cancel, terminate, attempt to terminate, cease paying for, refuse to pay for, or otherwise repudiate the Services before the natural expiry of the Initial Period or the then-current Renewal Period, the CUSTOMER shall remain liable and undertakes to pay on demand:

16.2.1. the outstanding value of the Equipment on the date of cancellation of the Agreement;

16.2.2. the outstanding subscription fees and usage charges which have been billed but not yet paid by the CUSTOMER; and

16.2.3. a premature cancellation charge in respect of any of the Services which would have continued for the remaining duration of the Initial Period or the then-current Renewal Period, calculated with reference to the remaining monthly subscription fees, rental fees, service fees, usage charges, supplier charges, back-end supplier charges, committed costs, and any other charges or losses incurred or to be incurred by INTER-AFRICA as a result of the cancellation or premature termination:

16.2.3.1. the aforesaid cancellation charge is inclusive of any amount due by INTER-AFRICA to its back-end supplier pertaining to the Services rendered to the CUSTOMER. The CUSTOMER will be liable for full payment of such fees and charges due to the back-end supplier.

16.3. Early termination during an active term. Should the CUSTOMER, at any time during the Initial Period or any Renewal Period, submit a notice purporting to cancel the Services or requesting that the Services terminate on a date earlier than the end of the then-current Initial Period or Renewal Period, including where such notice is submitted prematurely, outside the Cancellation Window, and the CUSTOMER nonetheless requests earlier termination, such notice shall not operate as a valid non-renewal notice under clause 4 or this clause 16, but shall instead be treated as a request for early termination. Any such early termination shall only be effected on the following basis:

16.3.1. the CUSTOMER shall remain liable for and shall settle, on demand, the outstanding value of the Equipment, all outstanding subscription fees and usage charges, all amounts owing to INTER-AFRICA's back-end suppliers, all committed costs, and a premature cancellation charge calculated in accordance with clause 16.2, as if the CUSTOMER had cancelled prematurely during the Initial Period or the then-current Renewal Period; and

- 16.3.2. the Services shall continue to be rendered, and the CUSTOMER shall remain liable for all fees in the interim, until such time as the early termination is agreed in writing by INTER-AFRICA and full settlement in terms of this clause 16.3 has been made, or until the natural expiry of the then-current Initial Period or Renewal Period, whichever the CUSTOMER elects and INTER-AFRICA confirms in writing.
- 16.4. In the event of cancellation by the CUSTOMER, the CUSTOMER will also be responsible for reimbursing INTER-AFRICA for all upfront capital incurred for the Services, if any.
- 16.5. Over and above the aforesaid, in the event that the CUSTOMER unilaterally elects to cancel the Subscriber Agreement, prior to physical installation but after the necessary site survey has been conducted, extensive planning has already been attended to, the appointment of third-party suppliers already occurred etc, the CUSTOMER will be held liable for a penalty fee in the amount of R12,500.00 excluding VAT. Such penalty fee will be attributed towards physical expenses incurred by INTER-AFRICA prior to the cancellation. This penalty fee is immediately due and payable upon the date of cancellation.
- 16.6. The rights, duties and responsibilities of the Parties will continue in full force during the notice period as mentioned above including the ordering and billing of all work done and disbursements incurred for costs whose closing dates fall within the notice period.
- 16.7. Upon the termination of the Subscriber Agreement all Equipment will only be transferred to the CUSTOMER, in the event that the CUSTOMER purchases such Equipment at fair market-related value from INTER-AFRICA.
- 16.8. The termination of the Subscriber Agreement will not prejudice any claim which either party may have against the other arising out of these Terms & Conditions.
- 16.9. Services rendered by INTER-AFRICA to the CUSTOMER will cease after termination of the Subscriber Agreement and upon the last day of the notice period as stipulated herein.
- 16.10. For the avoidance of doubt, no notice, correspondence, email, or communication of any nature, however described or worded, indicating an intention to cancel or not renew, shall constitute a valid notice under clause 4 or this clause 16 unless it is submitted strictly within the Cancellation Window and complies with clause 20. INTER-AFRICA shall be under no obligation to respond to, acknowledge, action, or flag for future

reference any notice submitted outside the Cancellation Window, and its failure to reject such a notice at the time shall not constitute a waiver, estoppel, or acceptance of its validity.

17. BREACH

- 17.1. Subject to any other provisions set out herein, including clause 7 in relation to the initial suspension of Services for non-payment, and without prejudice to any of these provisions, should the CUSTOMER be in breach of any provision of these Terms & Conditions or the Subscriber Agreement, INTER-AFRICA shall be entitled, without prejudice to any other rights that it may have and to the extent required or permitted, as the case may be, by law, to forthwith exercise any one or more of the following remedies. For the avoidance of doubt, clause 7 governs the initial suspension of Services for payment defaults, but does not limit INTER-AFRICA's rights under this clause 17 in respect of any continuing or unresolved payment default:
- 17.1.1. afford the CUSTOMER a reasonable opportunity to remedy the breach (no longer than 14 days), taking into account the nature of the breach in question; or
 - 17.1.2. suspend the CUSTOMER'S access to a Service; or
 - 17.1.3. cancel all agreements concluded between the Parties; or
 - 17.1.4. claim immediate performance and/or payment of all the CUSTOMER'S obligations in terms hereof.
- 17.2. Should INTER-AFRICA suspend, disconnect or terminate the CUSTOMER'S service, INTER-AFRICA will be entitled to charge the CUSTOMER a fee for reconnecting such Services.
- 17.3. The CUSTOMER shall be liable for all costs, including legal costs on an attorney-and-client scale, tracing cost and collection commission incurred by INTER-AFRICA in respect of the enforcement of any obligations of the CUSTOMER in terms of these Terms & Conditions.

18. SUPERVENING IMPOSSIBILITY

- 18.1. Except as expressly provided under these Terms & Conditions, INTER-AFRICA shall not be liable to the CUSTOMER for failure to perform any obligation due to any acts of God, government restrictions or prohibitions or any other Government act or omission, any act or default of any supplier, industrial disputes, strikes, lockouts or work stoppages of any kind or any other similar or dissimilar cause, in so far as these were not foreseeable and beyond INTER-AFRICA's reasonable control. Should any event contemplated in this clause prevent the provision of uninterrupted Services for a period

exceeding 8 (eight) weeks, the CUSTOMER shall be entitled to terminate the affected Services without penalty.

19. APPLICABLE LAW

- 19.1. These Terms & Conditions will in all respects be governed by and construed under the laws of the Republic of South Africa.
- 19.2. The Parties hereby consent and submit to the non-exclusive jurisdiction of the High Court of South Africa, Gauteng Division, Pretoria in any dispute arising from or in connection with these Terms & Conditions.

20. DOMICILIUM AND NOTICES

- 20.1. The Parties choose *domicilium citandi et executandi* for all purposes of the giving of any notice, the payment of any sum, the serving of any process and for any other purpose arising from these Terms & Conditions, as set out in the Subscriber Agreement.
- 20.2. Each party shall be entitled from time to time, by written notice to the other, to vary its *domicilium* to any other physical address within the Republic of South Africa and / or its email address.
- 20.3. Any notice given and any payment made by a party to another party which is delivered by hand during the normal business hours of the addressee at the addressee's *domicilium* shall be rebuttably presumed to have been received by the addressee at the time of delivery.
- 20.4. Notwithstanding anything to the contrary in this clause 20, a written notice or other communication actually received by a party shall be adequate notice to it notwithstanding that the notice was not delivered to its given *domicilium*.

21. CHANGES TO THE TERMS AND CONDITIONS

- 21.1. INTER-AFRICA may, in its sole discretion and subject to any specific notice requirement expressly provided elsewhere in these Terms & Conditions, including clause 5.6 in relation to tariff changes, change any of these terms at any time. It is the responsibility of the CUSTOMER to regularly check these Terms & Conditions and make sure that the CUSTOMER is satisfied with the changes.

- 21.2. If the CUSTOMER continues to utilise the Services after such amended terms have been displayed on the website, the CUSTOMER will be deemed to have accepted such changes.

22. GENERAL

22.1. Whole Terms & Conditions

22.1.1. Subject to the Subscriber Agreement, these Terms & Conditions constitutes the whole of agreement between the Parties relating to the matters dealt with herein and, save to the extent otherwise provided herein, no undertaking, representation, term or condition relating to the subject matter of these Terms & Conditions not incorporated in these Terms & Conditions shall be binding on any of the Parties.

22.1.2. These Terms & Conditions supersede and replace any and all Terms & Conditions between the Parties (and other persons, as may be applicable) and undertakings given to or on behalf of the Parties (and other persons, as may be applicable) in relation to the subject matter hereof.

22.2. No Indulgences

No latitude, extension of time or other indulgence which may be given or allowed by any Party to the other Parties in respect of the performance of any obligation hereunder, and no delay or forbearance in the enforcement of any right of any Party arising from these Terms & Conditions and no single or partial exercise of any right by any Party under these Terms & Conditions, shall in any circumstances be construed to be an implied consent or election by such Party or operate as a waiver or a novation of or otherwise affect any of the Party's rights in terms of or arising from these Terms & Conditions or estop or preclude any such Party from enforcing at any time and without notice, strict and punctual compliance with each and every provision or term hereof. Failure or delay on the part of any Party in exercising any right, power or privilege under these Terms & Conditions will not constitute or be deemed to be a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

22.3. Provisions Severable

All provisions and the various clauses of these Terms & Conditions are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision or clause of these Terms &

Conditions which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as pro non scripto and the remaining provisions and clauses of these Terms & Conditions shall remain of full force and effect. The Parties declare that it is their intention that these Terms & Conditions would be executed without such unenforceable provision if they were aware of such unenforceability at the time of execution hereof.

22.4. Continuing Effectiveness of Certain Provisions

The expiration or termination of these Terms & Conditions shall not affect such of the provisions of these Terms & Conditions as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.

22.5. No Assignment

The CUSTOMER shall not be entitled to cede, assign or transfer, or purport to cede, assign or transfer, any of its rights or obligations under these Terms & Conditions to any third party without the prior written consent of INTER-AFRICA, which consent shall not be unreasonably withheld or delayed. INTER-AFRICA will be entitled to do so, without written consent of the CUSTOMER.

22.6. Further No Waiver

The failure of INTER-AFRICA to enforce at any time these Terms & Conditions or any part thereof, or any right with regard thereto, must in no way be construed to be a waiver of the provision of the Terms & Conditions or to be an estoppel or novation or in any way to affect the validity of these Terms & Conditions. Any indulgence towards the CUSTOMER or the relaxing of the provisions of these Terms & Conditions must not prejudice the right of INTER-AFRICA to insist on the strict compliance by the CUSTOMER of its undertakings and obligations in terms of these Terms & Conditions.