a Reunert company

REUNERT CONNECT GENERAL TERMS AND CONDITIONS (SUBSCRIBER SERVICES) – ONLINE VERSION

1 APPLICABILITY, PRECEDENCE

1.1 These Reunert Connect General Terms and Conditions (as defined below) shall govern all Orders placed by the Subscriber on Reunert Connect for the supply of Reunert Connect Services, Reunert Connect Equipment, Hardware and/or Software Licenses

1.2 Each Order shall constitute a separate agreement in each instance governed by these Reunert Connect General Terms and Conditions.

2 INTERPRETATION, DEFINITIONS

In these Reunert Connect General Terms and Conditions:

2.1 clause headings are for reference purposes only and shall not influence the interpretation;

2.2 reference to one gender shall include the other genders;

2.3 reference to natural persons include juristic persons and *vice versa*;

2.4 reference to the singular shall include the plural and *vice versa*;

2.5 if any provision in a definition is a substantive provision conferring rights or imposing obligations on a Party, effect shall be given to it as if it were a substantive provision in the body of this Agreement;

2.6 where figures are referred to in numerals and in words, if there is any conflict, the words shall prevail;

2.7 all annexures shall be deemed to be incorporated therein and shall form an integral part thereof;

2.8 expressions defined these Reunert Connect General Terms and Conditions shall bear the same meanings in annexures hereto;

2.9 reference to days, months or years shall be construed as Gregorian calendar days, months or years;

2.10 durations shall be reckoned exclusively of the first and inclusively of the last day.

2.11 the following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings:

2.11.1 "**Business Day**" means a day other than a Saturday, Sunday, or public holiday in South Africa;

2.11.2 "**Business Hours**" means the hours between 08:00 and 16:30 on Business Days;

2.11.3 "**Charges**" means as applicable, Once-off Charges, Subscription Charges, Usage Charges, Top-up Charges, Hardware Charges, Reunert Connect Equipment Charges and related and ancillary charges, as set out in an Order;

2.11.4 "**Confidential Information**" means any information or data which by its nature or content is identifiable as confidential and/or proprietary to a Party and/or any third party, or which is provided or disclosed in confidence; and which such Party or any person acting on its behalf may disclose or provide to it or which may come to the knowledge of such Party by whatsoever means, including all information relating to a Party's current and existing strategic objectives, its business activities, business relationships, technical, scientific, commercial, financial and market information and trade secrets, data concerning its architectural information, demonstrations, processes and machinery, all agreements to which it or its clients is/are a party; information relating to this Agreement, an Order, any supply in terms thereof and information relating to a Party its clients and facilities;

2.11.5 "**Control**" means –

2.11.5.1 legal or beneficial ownership, directly or indirectly, of more than 50% (fifty percent) of the share capital or other ownership interests of any person;

2.11.5.2 the ability, directly or indirectly, to appoint more than half of the board or other controlling body of any person; or

2.11.5.3 the ability, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise to direct or cause the direction of the management and policies of any person. A person shall be deemed to direct or cause the direction of the management and policies of a person if the consent or approval of such person is required with respect to all or substantially all material decisions,

and "**Controls**", "**Controlled**" and "**Controlling**" shall be construed accordingly;

2.11.6 "**Corrupt Act**" means any offence in respect of corruption or corrupt activities contemplated in the Prevention and Combatting of Corrupt Activities Act, 2004 of South Africa and any such other anti-corruption legislation that may be applicable to the Subscriber;

2.11.7 **"EULA"** means the end-user license agreement of the OEM or software developer;

2.11.8 **"Fixed Term Subscription"** means the Subscriber purchases Services or Software Licenses or order Reunert Connect Equipment for the duration of a fixed term, as set out in the relevant Order;

2.11.9 "**Geographic Numbers**" means numbers from the national numbering range allocated by ICASA and administered by Reunert Connect, with prefixes that carry geographical significance;

2.11.10 "**Hardware**" means any hardware and accessories (including but not limited to SIM cards) purchased by the Subscriber from Reunert Connect from time to time as set out in an Order;

2.11.11 **"Hardware Charges"** means, Reunert Connect's Charges for Hardware included in an Order;

2.11.12 "**ICASA**" means the Independent Communications Authority of South Africa or its successor in title;

2.11.13 "**ICASA Licenses**" means the IECS; and IECNS licenses issued, by ICASA to each of Reunert and Reunert ICT;

2.11.14 "**Intellectual Property**" means all intellectual property rights, whether registered or unregistered in any jurisdiction, including but not limited to know-how, copyright, registered trade marks and applications therefor, registered designs and applications therefor, patents and applications therefor, and goodwill;

2.11.15 **"Monthly Subscription"** means the Subscriber subscribes for Reunert Connect Services, or Reunert Connect Equipment, or Software Licenses as set out in an Order, which subscription continues on a month to month basis, until terminated in accordance with the provisions of clause 4.2;

2.11.16 "**Non-Geographic Numbers**" means numbers from the national numbering range allocated by ICASA to Reunert Connect with prefixes that do not carry geographic significance;

2.11.17 "**Numbers**" means Geographic Numbers and/or Non-Geographic numbers;

2.11.18 **"OEM"** means the Original Equipment Manufacturer, that originally manufactured, or supplied the Hardware, or Reunert Connect Equipment or the software developer that develops the Software;

2.11.19 **"Once-off Charge"** means any once-off charge payable by the Subscriber to Reunert Connect for installation, training, connecting the Reunert Connect Equipment and/or Subscriber owned equipment to the Reunert Connect Network, or the charge for registering the Subscriber for use of the Services, as well as ancillary and related once-off charges;

2.11.20 "**Operator**" has the meaning ascribed thereto in POPIA;

2.11.21 "**Order**" means a written order for the supply of Reunert Connect Services, Reunert Connect Equipment, Hardware and/or Software Licenses, placed on Reunert Connect by the Subscriber through the submission of a Subscriber Application Form, accepted Quotation, (or such other document, as determined in the discretion of Reunert Connect), which order was accepted by Reunert Connect;

2.11.22 "**Parties**" means the Subscriber and Reunert Connect and "**Party**" shall mean either one of them as the context may require;

2.11.23 **"Payment Method"** means either electronic funds transfer ("EFT") or debit order as advised by Reunert Connect from time to time into such account as nominated by Reunert Connect in writing;

2.11.24 "**Payment Terms**" means the Subscriber's payment terms as approved by Reunert Connect in writing from time to time, in respect of the Charges applicable to any Order, which shall be either Pre-paid or Post-paid and further subject to the provisions of clause 3.2 and clause 3.3;

2.11.25 "**POPIA**" means the Protection of Personal Information Act 4 of 2013 (as amended);

2.11.26 **"Post-paid"** means payment is made in arrears;

2.11.27 **"Pre-paid"** means payment is made in advance;

2.11.28 **"Quotation"** means an official, written duly authorised quotation issued by Reunert Connect and accepted by the Subscriber, for the supply of Reunert Connect Services, Reunert Connect Equipment, Hardware and/or Software Licenses;

2.11.29 "**Responsible Party**" has the meaning ascribed thereto in POPIA;

2.11.30 "**Reunert Connect**" means Reunert Connect Proprietary Limited a Company with registration number 2017/533027/07;

2.11.31 "**Reunert Connect Equipment**" means Reunert Connect owned and supplied equipment installed at the Subscriber Premises or any other facility or equipment supplied and owned by Reunert Connect that provides the Subscriber with access to the Reunert Connect Services;

2.11.32 "**Reunert Connect Equipment Charges**" Reunert Connect's charges in respect of Reunert Connect Equipment, as set out in an Order;

2.11.33 "**Reunert Connect General Terms and Conditions**" means the general terms and conditions contained in this document and applicable to each Order placed by the Subscriber for the supply of Reunert Connect Services, Reunert Connect Equipment, Hardware and/or Software Licenses;

2.11.34 "**Reunert Connect Network**" means the electronic communications network operated by Reunert Connect;

2.11.35 "**Reunert Connect Services**" means the electronic communication services, or electronic communication network services and related or ancillary services, supplied by Reunert Connect to the Subscriber, as set out in an Order;

2.11.36 "**Reunert Connect Trade Marks**" means any registered or unregistered trade marks of Reunert Connect;

2.11.37 "**Reunert**" means Reunert Ltd, a company with registration number 1913/004355/06;

2.11.38 "**Reunert ICT**" means Reunert ICT Holdings (Pty) Ltd, a company with registration number 1986/004789/07;

2.11.39 "**RICA**" means the Regulation of Interception of Communications and Provision of Communication-related Information Act 70 of 2002 (as amended);

2.11.40 **"Sanctioned Entity**" means a person (including a person Controlled by a person), country or territory (and including any resident of such country or territory) appearing on a sanctions list or is subject to sanctions of the (i) United Nations; (ii) European Union; (iii) Council of Europe (formed under the Treaty of London, 1946), (iv) government of the United States of America; (v) government of the United Kingdom; (vi) the Commonwealth of Australia, (vii) the government of the Republic of France, (viii) the government of Switzerland, or (ix) government of South Africa and any of their governmental authorities;

2.11.41 "**Software**" means any software to be supplied by Reunert Connect to the Subscriber as set out in an Order;

2.11.42 "**Software License**" means the non-exclusive, non-transferrable and non-sublicensable licenses made available by Reunert Connect to the Subscriber, which permits the Subscriber the right to access and use the Software, as set out in an Order;

2.11.43 **"Subscriber**" means the Subscriber as set out in the Subscriber Application Form;

2.11.44 **"Subscriber Application Form**" means the Reunert Connect Subscriber Application Form, setting out the details of the of Reunert Connect Services, Reunert Connect Equipment, Hardware and/or Software Licenses to be supplied by Reunert Connect to the Subscriber;

2.11.45 "**Subscriber Equipment**" means any equipment owned, or used by the Subscriber, other than the Reunert Connect Equipment;

2.11.46 **"Subscriber Premises"** means the premises of the Subscriber as specified in the Subscriber Application Form;

2.11.47 **"Subscription"** means Monthly Subscription or Fixed Term Subscription;

2.11.48 **"Subscription Charges"** means Reunert Connect's monthly charges for Monthly Subscriptions or Fixed Term Subscriptions, as set out in an Order;

2.11.49 **"Suppliers"** means any other network operators, or facilities providers, including but not limited to fixed line operators, cellular operators, wireless operators, facilities lessors, or any other provider of electronic communication services, infrastructure, or electronic communication network services used by Reunert Connect in the provisioning of the Reunert Connect Services;

2.11.50 **"Top-up"** means in addition to Reunert Connect Services included in the Subscriber's Subscription, further volumes of the subscribed Reunert Connect Services, procured by the Subscriber and detailed in an Order;

2.11.51 **"Top-up Charges"** means Reunert Connect's charges for Reunert Connect Services procured on a Top-up basis, as set out in an Order; and

2.11.52 **"Usage Charges"** means Reunert Connect's Charges for consumption based Reunert Connect Services calculated in accordance with Reunert Connect's prevailing rates.

3 CHARGES AND PAYMENT

3.1 In consideration for the Reunert Connect Services, Hardware and Software Licenses, the Subscriber shall effect payment of the Charges to Reunert Connect.

3.2 If the Subscriber's Payment Terms are Pre-paid all Charges shall be paid in advance.

3.3 If the Subscriber's Payment Terms are Post-paid:

3.3.1 Once-off Charges, Hardware and Top-up Charges shall be invoiced on Order placement;

3.3.2 Subscription Charges shall be invoiced monthly in advance; and

3.3.3 Usage Charges shall be invoiced monthly in arrears; and

3.3.4 all Charges shall be payable within 14 (fourteen) days from the date of Reunert Connect's invoice in respect thereof.

3.4 All Charges, unless otherwise stated, are exclusive of value added tax, which shall be borne and paid for by the Subscriber together with the Charges in question.

3.5 Charges shall be paid in accordance with the Payment Method.

3.6 In the event that the Subscriber consumes Reunert Connect Services in excess of its Monthly Subscription, then the Subscriber shall be liable for Usage Charges in respect of such excess usage.

3.7 Failure by the Subscriber to pay Reunert Connect's Charges within the time period as set out in in this clause 3 shall constitute a material breach.

3.8 Reunert Connect shall have the right to vary the Payment Terms, from time to time and communicate the amended Payment Terms to the Subscriber.

3.9 Reunert Connect will submit statements to the Subscriber monthly. The Subscriber accepts responsibility to ensure that the statement is received and checked. The Subscriber shall advise Reunert Connect within 7 days from the date of statement, of any inaccuracies in the statement, failing which the statement shall be deemed to be correct.

3.10 Reunert Connect reserves the right to include and activate destination and Charges limits in respect of calls made by the Subscriber. Reunert Connect will make reasonable endeavours to notify the Subscriber of such limits and may review such limits from time to time.

3.11 The Subscriber shall not be entitled to withhold payment of any undisputed Charges or any other amount legally due for any reason whatsoever, nor shall the Subscriber be entitled to make any deduction from the Charges or any other amount due, or to set off any alleged claim against the amounts due by the Subscriber to Reunert Connect.

3.12 **Should any payment not be made on due date, Reunert Connect shall be entitled, without detracting from its other rights to charge the Subscriber interest on such arrear payments from due date of such payments to date of actual payment thereof, at a rate equal to 2% above the annual prime bank overdraft rate charged by Nedbank Limited, from time to time and recover any bank charges resulting from returned debit orders.**

3.13 **A certificate issued and signed by the Chief Financial Officer, or duly authorised manager of Reunert Connect, whose authority need not be proved, stating the amount owing and/or the amount of interest payable by the Subscriber, is prima facie proof of the facts stated therein and the amount of the indebtedness of the Subscriber to Reunert Connect. The certificate may be used in support of any application by Reunert Connect for default or summary judgment, provisional sentence, or any other legal proceedings.**

3.14 **Reunert Connect shall from time to time be entitled to adjust the Charges on 30 days' written notice to the Subscriber. If a rate of increase is specified in the Order, increases shall be in line with such specification. If the rate of increase is not specified, the adjustment shall be based upon:**

3.14.1 **any change in the Consumer Price Index ("CPI for services") as published by Statistics South Africa in publication P0141, or its replacement from time to time; or**

3.14.2 **any increase in Reunert Connect's direct costs for the supply of Reunert Connect Services, Reunert Connect Equipment, Hardware and/or Software Licenses, including, but not limited to increases in the charges charged by Suppliers.**

3.15 **The Subscriber hereby acknowledges and agrees that information regarding its payment behaviour may be disclosed to any registered credit bureau and/or any other suppliers, but only if a payment default in excess of 45 (forty-five) days from presentation of Reunert Connect's tax invoice occurs.**

4 DURATION AND TERMINATION OF SERVICES OR SOFTWARE LICENSES

4.1 In the event that the Subscriber subscribes for a Fixed Term Subscription, Reunert Connect shall provide the Reunert Connect Services or Software Licenses for the fixed duration as set out in the Order.

4.2 In the event that the Subscriber subscribes for a Monthly Subscription, Reunert Connect shall provide the Reunert Connect Services or Software Licenses on a month to month basis, until terminated by either Party on 30 days' written notice.

4.3 **Should the Subscriber (for any reason other than the reasons provided in clause 14.2 and clause 14.3) terminate a Fixed Term Subscription prior to expiry of the fixed term thereof, the Subscriber shall be liable to Reunert Connect for the payment of Subscription Charges for the unexpired portion of the Fixed Term Subscription, which shall be payable on demand.**

4.4 Should the Subscriber (for any reason other than the reasons provided in clause 14.2 and clause 14.3) terminate a Monthly Subscription without 30 days' notice to Reunert Connect, the Subscriber shall be liable to Reunert Connect for the payment of the Subscription Charges for one month (calculated from the effective date of termination of the Reunert Connect Services), which shall be payable on demand.

5 PROVISION OF THE SERVICES

5.1 Reunert Connect undertakes to provide the Reunert Connect Services to the Subscriber upon the terms as set out in these Reunert Connect General Terms and Conditions and the Order.

5.2 The Subscriber shall be responsible for obtaining all necessary approvals and consents that may be necessary for provisioning of the Reunert Connect Services at the Subscriber Premises.

5.3 **The Subscriber acknowledges and accepts that the availability and/or quality of the Reunert Connect Services may be affected by factors including, but not limited to, the Reunert Connect Equipment and accessories used with the Reunert Connect Equipment, Subscriber network, (including Hardware), Subscriber Equipment, atmospheric conditions, radio frequency disturbances, Supplier facilities and networks and other factors beyond the control of Reunert Connect.**

5.4 **Whilst Reunert Connect will take all reasonable steps to ensure that the Reunert Connect Services are provided in accordance with these Reunert Connect General Terms and Conditions and the Order, Reunert Connect cannot and does not guarantee or undertake that the Reunert Connect Services will be provided at all times. Accordingly, Reunert Connect will, to the fullest extent permissible in law, not be liable for any direct or indirect loss or damage of any nature whatsoever or howsoever arising that may be sustained by the Subscriber as a result of any faults, delays, or interruptions in the provisioning of the Reunert Connect Services.**

5.5 The Reunert Connect Services are to be provided on the basis that the Subscriber -

5.5.1 will use the Reunert Connect Services in accordance with these Reunert Connect General Terms and Conditions and the Order;

5.5.2 will use the Reunert Connect Services in accordance with Reunert Connect's acceptable and fair use policies as may be applicable from time to time;

5.5.3 will not utilise the Reunert Connect Services, or allow others to do so, for any improper, immoral, or unlawful purpose;

5.5.4 will comply with all instructions issued by any governmental authority or by Reunert Connect regarding the use of the Reunert Connect Services; and

5.5.5 will not act or omit to act, or allow others to do so, in any way likely to damage, disrupt or interfere with the Reunert Connect Network, or Supplier network, or to cause the quality of the Reunert Connect Services or Interim Reunert Connect Services to be impaired or interrupted in any manner whatsoever.

5.6 Reunert Connect shall have the right to remove any content hosted by the Subscriber on the Reunert Connect Network, in the event that Reunert Connect considers such content illegal, or in respect of which Reunert Connect was served with a takedown notice.

5.7 **The Subscriber agrees to defend, indemnify, and hold Reunert Connect, its directors, employees, agents, and other members of its group of companies, as that term is defined in the Companies Act 71 of 2008, (each an "indemnified Party") harmless from any use of the Reunert Connect Services by the Subscriber, that is not in accordance with the terms and conditions of these Reunert Connect General Terms and Conditions and the Order.**

5.8 **The Subscriber shall remain fully liable for payment of all Charges for Reunert Connect Services to Reunert Connect incurred through the use of the Reunert Connect Services regardless of whether such use is by the Subscriber, or whether such use is with or without the authority, knowledge or consent of the Subscriber.**

6 SOFTWARE

6.1 The Subscriber shall in terms of the Software Licenses be licensed to use the Software, subject to the applicable EULA of the OEM.

6.2 The Subscriber shall strictly adhere to the terms and conditions of the EULA.

7 HARDWARE

7.1 The Hardware shall be delivered to the Subscriber at the Reunert Connect Warehouse or at whichever alternative location, as agreed between the Parties in writing.

7.2 **The Subscriber shall immediately upon delivery check the content of the Hardware. On signature of the proof of delivery, the Subscriber is deemed to have received the Hardware referred to in the Order or any other delivery notice, without shortage or defect and the Subscriber shall have no claim against Reunert Connect for non-delivery of, or shortages in the Hardware. Should the Subscriber fail to sign the proof of delivery prior to the Shipping Agent's (as defined in clause 7.5 below) or Subscriber's vehicle leaving the point of delivery, the signature of a representative of**

Reunert Connect shall be prima facie proof that the Hardware were delivered without defect or shortage.

7.3 **Reunert Connect cannot and does not guarantee or undertake that the Hardware will be delivered and (if applicable) installed on the specified delivery or installation date. Accordingly, Reunert Connect will, to the fullest extent permissible in law, not be liable for any direct or indirect loss or damage of any nature whatsoever or howsoever arising that may be sustained by the Subscriber as a result of any delay in Hardware delivery.**

7.4 Should delivery of any Hardware not be accepted by the Subscriber, consignee or party nominated by the Subscriber to accept delivery, then the Subscriber shall be liable for any wasted costs incurred by Reunert Connect as a result.

7.5 **Should Reunert Connect at the Subscriber's request, which request may be granted or refused at Reunert Connect's sole discretion, agree to engage a third party ("Shipping Agent") to supply courier or transport services in regard to the Hardware on behalf of the Subscriber, then:**

7.5.1 **Reunert Connect is authorised to engage a Shipping Agent as agent for the Subscriber on such terms and conditions as it deems fit; and**

7.5.2 **the Subscriber indemnifies Reunert Connect against all demands and claims which may be made against it by the Shipping Agent so engaged and all liability which Reunert Connect may incur to the Shipping Agent or any third party arising out of the transportation of the Hardware**.

7.6 Risk in the Hardware passes to the Subscriber upon delivery.

7.7 Notwithstanding the date of delivery and notwithstanding the date of passing of the risk, ownership in the Hardware only passes to the Subscriber on receipt by Reunert Connect of the full price in respect of the Hardware.

8 REUNERT CONNECT EQUIPMENT

8.1 The Subscriber shall at all times, at its own cost and expense, ensure that the required communication services and facilities, including but not limited to telephone facilities and lines, installation areas, electrical outlets, connection requirements and access ways are suitable for the installation and electrical connection of the Reunert Connect Equipment and supply of the Reunert Connect Services.

8.2 The Reunert Connect Equipment shall be collected by the Subscriber at the Reunert Connect warehouse, alternatively delivered to the delivery address stipulated in the Subscriber Application Form.

8.3 If mutually agreed, Reunert Connect will instruct contractors to install the Reunert Connect Equipment at the Subscriber's premises and further instruct contractors to maintain the Reunert Connect Equipment upon such terms as may be mutually agreed.

8.4 Where required by Reunert Connect, the Subscriber shall procure for Reunert Connect such permissions as may be necessary to ensure that Reunert Connect's representatives, employees, agents and contractors, may at all reasonable times, without giving rise to any claim or right of action on the part of the Subscriber, enter the Subscriber's Premises to inspect the Reunert Connect Equipment, carry out necessary repairs, replacement of Reunert Connect Equipment, or to perform any other lawful function in the bona fide interest of Reunert Connect in respect of the Reunert Connect Equipment.

8.5 **Ownership in the Reunert Connect Equipment shall at all times remain vested in Reunert Connect or its third party Supplier, as applicable.**

8.6 **All risk in and to the Reunert Connect Equipment shall pass to the Subscriber upon delivery thereof and the Subscriber shall be liable for any loss of, or damage to the Reunert Connect Equipment fair wear and tear excepted. In the event that Reunert Connect Equipment are loss or damaged, the Subscriber shall be liable for the replacement costs thereof or the cost of any repair thereto.**

8.7 The Reunert Connect Equipment shall at all times be used only in accordance with the terms and conditions of the OEM.

8.8 The Subscriber may not make any alteration or modification of any nature whatsoever to the Reunert Connect Equipment.

8.9 The Subscriber will not be entitled to give up possession of the Reunert Connect Equipment, in whole or in part to any third party and will not be entitled to remove and re-install the Reunert Connect Equipment at a different location.

8.10 The Subscriber shall notify Reunert Connect immediately in the event of the Reunert Connect Equipment being stolen or damaged.

8.11 The Subscriber acknowledges and agrees that the Reunert Connect Equipment is movable property and that it will not be installed with the intention that it remains or accedes to whatever housing it may be installed with or to. The Subscriber shall keep the Reunert Connect Equipment free from attachment, hypothec, or other legal charge or process.

8.12 The Subscriber must ensure that any equipment installed at the Subscriber Premises, which has not been supplied by Reunert Connect, does not interfere with, or degrade the Reunert Connect Services, the Reunert Connect Equipment, the Reunert Connect Network, or any Supplier network.

8.13 **In the event of termination of an Order for any reason whatsoever, the Subscriber shall at the option of Reunert Connect either disconnect and return the Reunert Connect Equipment, alternatively assist Reunert Connect to disconnect and retake possession of the Reunert Connect Equipment.**

9 UNAUTHORISED TRAFFIC

9.1 **The Subscriber is responsible for the security of its own respective networks, and equipment, as well as the security of the Hardware and Reunert Connect Equipment.**

9.2 **The Subscriber shall take the necessary steps to prevent unauthorized or fraudulent use of the Reunert Connect Services perpetrated using the Subscriber Equipment, the Reunert Connect Equipment, the Hardware, or the network of the Subscriber.**

9.3 **Reunert Connect shall not under any circumstances be liable for unauthorised or fraudulent use of the Reunert Connect Services, the Hardware, Reunert Connect Equipment, any Subscriber Equipment or the Subscriber network, and disclaims all liability in respect thereof.**

9.4 **The Subscriber indemnifies Reunert Connect without limitation against all and liability, claims, losses, costs, and expenses of any nature whatsoever, that Reunert Connect may incur as a result of unauthorised or fraudulent use of the Reunert Connect Services, the Hardware, Reunert Connect Equipment, or the Subscriber Equipment, or network.**

10 NUMBERS

10.1 The Subscriber acknowledges that:

10.1.1 all Numbers assigned to the Subscriber by Reunert Connect, have been allocated in accordance with the ICASA Licenses and are subject to the ICASA Numbering Plan Regulations 2016, the ICASA Regulations for Geographic Number Portability, the Geographic Number Portability Consumer Guidelines, Geographic Number Portability Ordering Systems Specification, 2010 and related regulations and directives (hereinafter collectively referred to as the "Regulations"); and

10.1.2 in terms of the Regulations, the Subscriber to whom a Numbers has been assigned by Reunert Connect, may enjoy the beneficial use of a number, but such number is not owned by the Subscriber;

10.2 In the event that the Subscriber chooses to port a Number assigned to the Subscriber by Reunert Connect, to a different operator:

10.2.1 any execution by Reunert Connect of such a port request, shall be subject to the provisions of the Regulations and without prejudice to the rights of Reunert Connect in terms of this Agreement; and

10.2.2 on termination of services to the ported Number, the Number shall be returned to Reunert Connect, who shall deal with the number in accordance with the Regulations.

11 RICA COMPLIANCE

11.1 The Subscriber acknowledges that Reunert Connect will not commence the provision of the Reunert Connect Services until Reunert Connect is satisfied that the Subscriber has met the requirements set forth under RICA.

11.2 The Subscriber warrants that it will at all times strictly comply with RICA, including but not limited its obligation to provide Reunert Connect with the necessary documentation and information required by Reunert Connect to verify RICA compliance.

12 WARRANTY

12.1 **Reunert Connect shall not be liable on the ground of any common law warranty in respect of the Reunert Connect Equipment, Hardware, Software Licenses and Reunert Connect Services, including without limitation against latent defects in, or relating to "fitness for purpose" of, the Equipment and Services.**

12.2 **Subject to clause 12.1 Reunert Connect warrants that the Hardware and Reunert Connect Equipment will be free from defects in material and workmanship under normal use and service for a period of 12 (twelve) months after delivery.**

12.3 **The only warranty that will apply to the Software would be the warranty provided by the OEM.**

12.4 **Reunert Connect shall make good any defect, by repair or at its option replacement, which appears in the Hardware and Reunert Connect Equipment during the applicable warranty period above, provided that:**

12.4.1 **Reunert Connect is notified in writing within 5 (five) Business Days of the alleged defect occurring; and**

12.4.2 **the Subscriber has fulfilled all its obligations under these Reunert Connect General Terms and Conditions.**

12.5 **Transport of the defective Reunert Connect Equipment, or Hardware to and from Reunert Connect's nominated premises shall be at the Subscriber's cost.**

13 SUSPENSION OF SERVICES

Reunert Connect may at any time upon such notice as may be reasonable in the circumstances, suspend the Reunert Connect Services, in whole or in part and without incurring any liability whatsoever-

13.1 should Reunert Connect be unable to provide the Reunert Connect Services, in whole or in part, whether due to Force Majeure, or otherwise through no fault of its own; or

13.2 should Reunert Connect suspect that the Reunert Connect Services are being used improperly under circumstances as detailed in clause 5.5; or

13.3 should an agreement in terms of which Reunert Connect derives its rights to provide the Reunert Connect Services, be suspended, cancelled, or terminated; or

13.4 should such suspension of the Reunert Connect Services be necessary in order to facilitate any repairs, modification, maintenance, improvements, or remedial works in respect of the Reunert Connect Network; or

13.5 should the Subscriber not comply with Reunert Connect's acceptable or fair use policies; or

13.6 should the Subscriber fail to comply with any provision of these Reunert Connect General Terms and Conditions.

14 BREACH AND INSOLVENCY

14.1 Should the Subscriber fail to remedy any breach of contract within 10 (ten) days of a written request by Reunert Connect to do so, then in such event Reunert Connect may, without prejudice to any of its rights in terms of these Reunert Connect General Terms and Conditions and the Order, or in law:

14.1.1 **terminate the affected Order; by written notice with immediate effect, with or without claiming damages;**

14.1.2 **terminate the affected Order and claim from the Subscriber as liquidated damages, payment of the Subscription Charges for the unexpired portion of any Fixed Term Subscription and in in respect of Monthly Subscriptions, payment of the Subscription Charges for one month (calculated from the date of termination);**

14.1.3 **without terminating the affected order, claim immediate payment of all Charges, and any other charges, which are due and/or which would have fallen due in terms of these terms and conditions or an Order, all of which shall be immediately due and payable. Reunert Connect will, pending payment of these amounts be entitled to suspend the Reunert Connect Services, in whole or in part to the Subscriber and without notice be possessed of the Reunert Connect Equipment and to retain possession thereof until all amounts due to Reunert Connect has been paid in full;** or

14.1.4 claim specific performance with or without claiming damages.

14.2 In the event that a Party:

14.2.1 commits an act of insolvency;

14.2.2 is placed under a provisional or final winding-up, or is subject to business rescue proceedings;

14.2.3 suffers that its credit rating is downgraded or its credit facilities withdrawn or rejected by any financial institution or credit bureau, or

14.2.4 fails to satisfy or take steps to have set aside any judgment taken against it within 20 (twenty) Business Days after such judgment has come to its notice,

then the other Party may terminate these Reunert Connect General Terms and Conditions on written notice with immediate effect.

14.3 Should Reunert Connect fail to remedy any breach of contract within 10 (ten) days of a written request by the Subscriber to do so, then in such event the Subscriber may, without prejudice to any of its rights in terms of these Reunert Connect General Terms and Conditions and the Order, or in law, terminate the affected Order; by written notice with immediate effect, with or without claiming damages.

14.4 **Reunert Connect shall be entitled to terminate an Order on written notice in the event of a change of Control of the Subscriber in which event the Subscriber shall be liable for payment of Subscription Charges in accordance with the provisions of clauses 4.3 and 4.4.**

14.5 Nothing in this clause 14 prevents a Party from claiming specific performance or damages for any breach, or from terminating the affected Order by written notice with immediate effect for any material breach of contract.

14.6 Termination of an Order for any reason whatsoever shall not affect any of the rights of the Parties that accrued prior to termination.

15 INTELLECTUAL PROPERTY RIGHTS

15.1 Reunert Connect and its licensors retain all right, title and interest in and to their Intellectual Property, past, present and future, that is used in connection with the Reunert Connect Services, Reunert Connect Equipment, Hardware and/or Software.

15.2 Subscriber retains all right, title and interest in and to the Subscriber's pre-existing Intellectual Property and Subscriber Equipment.

15.3 Save as expressly authorised in terms of these Reunert Connect General Terms and Conditions, or an Order, nothing these Reunert Connect General Terms and Conditions shall give the Subscriber any rights in respect of Reunert Connect or its licensor's Intellectual Property and the Subscriber hereby acknowledges that it shall not acquire any rights in respect thereof and that all such Intellectual Property is and shall remain vested in Reunert Connect or its licensors.

15.4 The Subscriber shall notify Reunert Connect of any actual, threatened or suspected infringement of Reunert Connect or its licensor's Intellectual Property, which comes to the Subscriber's attention.

16 CONFIDENTIALITY

16.1 Each Party may have access to Confidential Information of the other Party under these Reunert Connect General Terms and Conditions and each Order. Each Party and each of its associates, directors, officers, employees, representatives, agents or professional advisers to whom disclosure is made, shall hold all Confidential Information, the terms of these Reunert Connect General Terms and Conditions and each Order in confidence and shall not disclose such information to any third party or apply it to uses other than the recipient's performance of these Reunert Connect General Terms and Conditions.

16.2 Nothing in this clause 16 shall restrict the rights of either Party to use such information or documents for the purposes of legal enforcement of these Reunert Connect General Terms and Conditions or an Order, in accordance with its terms.

17 PROTECTION OF PERSONAL INFORMATION

17.1 In performing its obligations under these Reunert Connect General Terms and Conditions, each Party shall comply with the provisions of POPIA and any applicable data protection legislation.

17.2 To the extent that a Party acts as an Operator as defined in terms of POPIA, the Operator shall:

17.2.1 ensure that Personal Information is collected, used, and processed strictly in accordance with the provisions of POPIA;

17.2.2 not process Personal Information for any purpose other than to perform its obligations in terms of these Reunert Connect General Terms and Conditions;

17.2.3 only act on the instructions of the Responsible Party in collecting, processing, and utilising the Personal Information;

17.2.4 not disclose or otherwise make available the Personal Information to any third party other than authorised staff or sub-contractors who require access to such Personal Information strictly on a need to know basis, in order for the Operator to carry out its obligations pursuant these Reunert Connect General Terms and Conditions and ensure that such staff and any other persons that have access to the Personal Information are bound by appropriate and legally binding confidentiality and non-use obligations in relation to the Personal Information;

17.2.5 take appropriate, reasonable technical and organisational measures to ensure that the integrity and confidentiality of the Personal Information in its possession or under its control is secure and that such

Personal Information is protected against accidental loss, destruction, damage, unlawful access, or processing;

17.2.6 immediately notify the Responsible Party in case of possible infringement of POPIA any other applicable data protection legislation, the terms of this clause or other irregularities in relation to Personal Information; and

17.2.7 at the Responsible Party's option, return or destroy the Personal Information once it is no longer required for the purposes of performing obligations in terms of these Reunert Connect General Terms and Conditions or any directly related purpose.

18 LIMITATION OF LIABILITY

18.1 **Reunert Connect shall not be liable to the Subscriber for any loss of profit, loss of use, interruption or reduction of operation, loss of production, loss of contracts or for any indirect or consequential damage that may be suffered by the Subscriber even if advised of the possibility of such damages and regardless of the form in which any action is brought.**

18.2 **Neither Party's aggregate liability to the other for any claim or claims for damages, out of or in connection with an Order, whether in contract or delict or any other cause of action, will in any event exceed 100% (one hundred percent) of the value of the Hardware, Software Licences and Reunert Connect Services supplied to the Subscriber under such Order during the 12 (twelve) months immediately prior to the events leading to the cause of action.**

18.3 **Nothing contained in clauses 18.1 and 18.2 above shall limit either Party's liability to the other in respect of:**

18.3.1 **death or injury of any person, or damage to property;**

18.3.2 **infringement of Intellectual Property rights;**

18.3.3 **breach of Confidential Information;**

18.3.4 **any indemnity given by the Subscriber;**

18.3.5 **intentional, fraudulent or criminal acts.**

19 INSURANCE

19.1 The Subscriber shall for the continued duration of each Order insure at its own cost, with a reputable insurance company, the Reunert Connect Equipment against all risks (which would normally be insured against by a prudent businessman), to its full replacement value and shall produce to Reunert Connect on demand full particulars of such insurance.

19.2 Should the Subscriber on request from Reunert Connect fail to provide proof of such insurance and payment of the premiums thereof, Reunert Connect shall be entitled to effect the insurance and recover all premiums from the Subscriber.

20 GENERAL WARRANTIES

Each of the Parties hereby warrants to and in favour of the other that:

20.1 it has the legal capacity and has taken all necessary corporate action required to empower and authorise it to agree to these Reunert Connect General Terms and Conditions and the Order;

20.2 these Reunert Connect General Terms and Conditions and the Order constitutes an agreement valid and binding on it and enforceable against it in accordance with its terms;

20.3 the execution of these Reunert Connect General Terms and Conditions and the Order and the performance of its obligations hereunder does not and shall not:

20.3.1 contravene any law or regulation to which that Party is subject;

20.3.2 contravene any provision of that Party's constitutional documents; or

20.3.3 conflict with, or constitute a breach of any of the provisions of any other agreement, obligation, restriction or undertaking which is binding on it; and

20.3.4 to the best of its knowledge and belief, it is not aware of the existence of any fact or circumstance that may impair its ability to comply with all of its obligations in terms of these Reunert Connect General Terms and Conditions and the Order.

21 DISPUTE RESOLUTION AND GOVERNING LAW

21.1 Subject to Reunert Connect's right in each instance to elect to institute action for payment of the prices and any other amounts due under the Order in any court of competent jurisdiction, in the event of any disagreement or claim ("**dispute**") arising out of or relating to these Reunert Connect General Terms and Conditions or an Order, (including without limitation, as to its existence or validity), the senior executives of the Parties or their delegates designated in writing shall endeavour to settle the dispute through bona fide negotiations within 10 (ten) Business Days of the dispute being referred to them by written notice from either Party.

21.2 Should the dispute not be settled by the means and within the timeframe stated above (including due to a failure of the persons to meet or to negotiate), then either Party may refer the dispute for final decision by arbitration in accordance with the latest rules for the conduct of arbitrations ("**rules**") of the Association of Arbitrators (Southern Africa) NPC (https://www.arbitrators.co.za), by one or more arbitrator/s appointed in accordance with the rules.

21.3 Unless otherwise agreed in writing the arbitration shall be held in Pretoria in the Republic of South Africa and conducted in the English language. Only the Parties and their legal representatives or persons agreed to shall attend the arbitration proceedings.

21.4 The decision of the arbitrator/s may be made an order of court. For these purposes and those of clause 22 (*Urgent Relief*) the Parties irrevocably submit to the non-exclusive jurisdiction of the South Gauteng Division of the High Court of South Africa, Johannesburg.

21.5 These Reunert Connect General Terms and Conditions shall in all respects be governed by the law of South Africa, without regard to its conflict of law provisions. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) of April 11, 1980 is excluded.

21.6 This clause 21 is severable from the rest of these Reunert Connect General Terms and Conditions and shall survive the expiry or termination for whatsoever reason of these Reunert Connect General Terms and Conditions.

22 URGENT RELIEF

The provisions of clause 21 (*Dispute Resolution and Governing Law*) shall not preclude any Party from access to a competent court of law for relief in the form of an interdict, including a mandatory interdict, or an order for specific performance.

23 NOTICES AND DOMICILIUM

23.1 For the purposes of giving of legal notices and the serving of legal process, the Parties choose their respective physical and email addresses as set out in the Subscriber Application Form.

23.2 Any notice addressed to a Party is in writing and delivered by hand during office hours to its physical address or sent by e- mail.

23.3 Any notice is deemed to be received (unless the contrary is proved):

23.3.1 if hand delivered, on the day of delivery; or

23.3.2 if sent by email during business hours, on the date of successful transmission of the email. Any email sent after business hours or on a day which is not a Business Day will be presumed to have been received on the following Business Day.

23.4 A Party may by written notice to the other Party change its address to another address which is not exclusively a post office box or poste restante. The change will become effective on the 5th (fifth) day following deemed receipt of the notice.

23.5 Any notice actually received by a Party will be deemed to have been given validly, even though the notice had not been delivered to an address referred to in this clause.

24 COMPLIANCE WITH LAWS AND ANTI-CORRUPTION

24.1 Each Party warrants that it will for the duration of these Reunert Connect General Terms and Conditions and each Order:

24.1.1 in all matters arising from or relating to the fulfilment of these Reunert Connect General Terms and Conditions and each Order conform at its own expense with all laws and legislation relevant thereto, including but not limited to competition laws; and

24.1.2 ensure that it has in place and will maintain in place, all the necessary licences, certificates, authorisations, permits, type approvals and consents that are required in terms of any applicable law to fulfil its obligations under these Reunert Connect General Terms and Conditions and each Order.

24.2 Each Party warrants that neither it, nor any of its shareholders, employees, directors, or agents have committed, or admitted to, or have been convicted of, any Corrupt Act and that it has ensured that all applicable anti-corruption laws, internal processes and anti-corruption preventative measures have been complied with, prior to the Order commencement and will continue to be complied with for the duration of each Order .

24.3 **Each Party warrants to the other Party that neither it nor any of its employees, directors, agents, or related parties will during the term of these Reunert Connect General Terms and Conditions and each Order enter into any transaction that**

results in, or is likely to result in a Sanctioned Entity gaining access (regardless whether during or at any time after the termination of an Order) to any product manufactured by, or any intellectual property or confidential information of the other Party. Each Party (indemnifying Party) indemnifies the other Party against any breach of this clause by the indemnifying Party, its employees, directors, agents or related parties.

24.4 Failure by a Party to comply with this clause 24 constitutes a material breach of contract.

25 GENERAL

25.1 **Validity and Severability**

If any provision of these Reunert Connect General Terms and Conditions or an Order is found or held to be invalid or unenforceable, the validity of all the other provisions thereof will not be affected thereby and the Parties agree to meet and review the matter and if any valid and enforceable means is reasonably available to achieve the same objective as the invalid or unenforceable provision, to adopt such means by way of variation of these Reunert Connect General Terms and Conditions or the Order.

25.2 **Contra Proferentem**

The rule of construction that in the event of any uncertainty in any provision in any agreement, such agreement shall, in construing/interpreting the uncertainty, be construed or interpreted against the drafter of such agreement, shall not be applicable to these Reunert Connect General Terms and Conditions or the Order.

25.3 **Variation**

No variation of or addition to these Reunert Connect General Terms and Conditions or an Order, will be of any force or effect unless reduced to writing and signed by the Parties.

25.4 **Waiver**

No waiver on the part of a Party of any rights arising from a breach of any provision of these Reunert Connect General Terms and Conditions or an Order will constitute a waiver of rights in respect of any subsequent breach of the same or any other provision.

25.5 **Force Majeure**

25.5.1 Failure to comply with any of the terms and conditions of these Reunert Connect General Terms and Conditions or an Order, if occasioned by or resulting from an act of nature or public enemy, fire, explosion, earthquake, perils of the sea, flood, storm or other adverse weather conditions, war declared or undeclared, civil war, revolution, civil commotion or other civil strife, riot, strikes, blockade, embargo, sanctions, epidemics, act of any government or other authority, compliance with government orders, demands or regulations (including without limitation in respect of any permit, licence or authorisation), as well as shortages, interruptions, fluctuations or the unavailability of electrical power, water supply or means of communication or any circumstances of like or different nature beyond the reasonable control of the Party so failing ("Force Majeure"), will not be deemed to be a breach of these Reunert Connect General Terms and Conditions or an Order, nor will it subject either Party to any liability to the other.

25.5.2 Should a Party's performance of an obligation become temporarily impossible owing to Force Majeure, that Party shall:

25.5.2.1 as soon as reasonably possible after the Force Majeure sets in notify the other Party in writing of the incidence of Force Majeure;

25.5.2.2 be released from performance of the affected obligation for so long as the Force Majeure prevails;

25.5.2.3 use its best endeavours to recommence performance of the affected obligation, to whatever extent reasonably possible, without delay; and

25.5.2.4 co-operate with the other Party in implementing such contingency measures as the other Party may reasonably require.

25.5.3 Should the circumstances of Force Majeure continue for longer than 30 (thirty) days, either Party shall be entitled to terminate the affected Order, with immediate effect by written notice.

25.6 **Cession and Delegation**

A Party cannot validly cede any right or delegate any obligation arising under these Reunert Connect General Terms and Conditions or an Order, without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the above, Reunert Connect may by written notice to the Subscriber cede and delegate the Order to any other company Controlled by Reunert.

25.7 **Warranties**

No Party has given any warranty or made any representation to the other Party, other than as expressly set out in these Reunert Connect General Terms and Conditions, or an Order.

25.8 **No Agency**

Reunert Connect is an independent contractor to the Subscriber and nothing these Reunert Connect General Terms and Conditions or an Order constitutes a relationship of employment, agency, joint venture or partnership between the Parties. A Party shall not hold itself out as being an agent or partner of the other Party, or as being in a joint venture with the other Party. A Party shall not assume or create or attempt to assume or create directly or indirectly any obligation on behalf of or in the name of the other Party.

25.9 **Arrangements under section 37(2) of the OHSACT**

25.9.1 Each Party is an employer in its own right, a specialist in its own field of operations, performs work using its own employees and/or agents and its activities, methodologies and work are not directly supervised by the other Party.

25.9.2 Each Party shall comply with the provisions of the OHSACT and the regulations promulgated thereunder.

25.9.3 The Subscriber shall enter into the Reunert Connect standard agreement in terms of section 37(2) of the OHSACT, and shall strictly comply with the provisions thereof.

25.10 **Co-operation and Support**

Each Party undertakes at all times to use commercially reasonable efforts to co-operate, to perform all such actions and take such steps and to procure the cooperation, the performance of all such actions and taking of all such steps as may be open to it and necessary for and incidental to the putting into effect and maintenance of the provisions of these Reunert Connect General Terms and Conditions and an Order.

25.11 **Non Solicitation**

A Party shall not without the prior written consent of the other Party, either during, or within 12 (twelve) months after termination or cancellation of these Reunert Connect General Terms and Conditions or any Order for whatsoever reason, engage, employ or otherwise solicit for employment, whether directly or indirectly, any person who during the currency of these Reunert Connect General Terms and Conditions or any Order was engaged in the performance thereof as an employee, or temporary employee of the other Party, or of the other Party's suppliers under these Reunert Connect General Terms and Conditions or any Order. A Party in breach of this clause shall pay to the other Party as liquidated damages an amount equal to the gross salary over a 24 (twenty four) month period, as calculated immediately prior to the breach (including any commissions and other payments) of the person so engaged, employed or solicited. The aggrieved Party may in each instance elect whether to claim the penalty set out in this clause, or its damages.

25.12 **Inclusion of electronic documents and signature**

Any reference these Reunert Connect General Terms and Conditions or an Order to "writing" or "signed" respectively includes any form of electronic communication, or electronic signature.

25.13 **Entire Agreement**

The terms contained these Reunert Connect General Terms and Conditions and the Order constitutes the entire agreement between the Parties with respect to the subject matter thereof, superseding all contemporaneous oral agreements and prior oral and written quotations, communications, agreements, and understanding of the Parties.

25.14 **Costs**

Each Party shall bear its own legal costs and disbursements of and incidental to the negotiation, preparation, settling, signing and implementation of these Reunert Connect General Terms and Conditions and each Order. Any legal costs incurred by a Party arising out of or in connection with a breach by the other Party, shall be borne by the Party in breach on a scale as between attorney and client.

25.15 **Language**

The ruling language of these Reunert Connect General Terms and Conditions and each Order as well as for communications and notices is English. All documents, manuals, certificates, notices, materials and training, if any, to be supplied by a Party under these Reunert Connect General Terms and Conditions and each Order, are in English.

26 CONSUMER PROTECTION ACT ACKNOWLEDGEMENT

In the event that the Subscriber is a consumer as defined in the Consumer Protection Act 68 of 2008, ("the CPA") the Subscriber's attention is in terms of section 49 of the CPA, drawn to all provisions in these Reunert Connect General Terms and Conditions printed in **BOLD**.