

k'nect mobile prepaid subscriber terms and conditions

1. TERMS

1.1 Shoprite Checkers (Pty) Ltd, a private company incorporated in accordance with the laws of the Republic of South Africa with registered address at Cnr William Dabbs & Old Paarl Roads, Brackenfell, 7561, South Africa ("Service Provider"); who provides Services to Activated Subscribers through the Network.

1.2 These standard prepaid subscriber terms and conditions ("these Terms") govern the Subscriber's use of the Services provided by the Service Provider.

1.3 The Subscriber accessing the Network and using the Services agrees, by virtue of such access and use, to be bound by the Terms set out herein. If the Subscriber does not wish to be bound by these Terms, the Subscriber may not use the Services.

1.4 Only Subscribers over the age of 18 (EIGHTEEN) years can accept and consent to these Terms. If a Bona Fide End User is under the age of 18 (EIGHTEEN), such user must obtain its guardian's consent to be bound by these Terms before accessing the Network and using the Services.

1.5 The Service Provider reserves the right, in its sole discretion, to amend and/or replace any of, or the whole of the Terms. Such amendments shall supersede and replace any previous Terms and shall be made available on the Service Provider's Website. Each time a Subscriber accesses the Network or uses the Services, the Subscriber shall be deemed to have consented, by such access to the Network or use of the Services, to these Terms, as amended and/or replaced by the Service Provider from time to time. If the Subscriber is not satisfied with the amended Terms, the Subscriber should refrain from accessing the Network and using the Services.

1.6 If there is anything in these Terms that the Subscriber does not understand then the Subscriber must contact the Service Provider using the details published on the Website from time to time. Please note that calls to the Service Provider are free from the k'nect SIM but are charged at national rates from other networks.

INTERPRETATION

In these Terms, clause headings are for convenience and shall not be used in its interpretation and, unless the context clearly indicates a contrary intention –

2.1 an expression which denotes –

2.1.1 any gender includes the other genders;

2.1.2 a natural person includes an artificial or juristic person and vice versa;

2.1.3 the singular denotes the plural and vice versa;

2.2 The following expressions shall bear the meanings assigned to them below and cognate expressions bear the corresponding meanings –

2.2.1 "Activation Date" – the date of the activation of the Subscriber's SIM on the k'nect mobile Network;

2.2.2 "Activate" or "Activated" – the activation of a Subscriber's SIM on the k'nect mobile Network;

2.2.3 "Affiliate" – the Service Provider's affiliates, including its Holding company and Subsidiaries, and all companies within the Holding company's Group;

2.2.4 "Airtime" – the Network Balance in the subscriber's wallet used to access the voice and other telecommunication services on the Network;

2.2.5 "Applicable Law" – any law applicable in the Republic of South Africa, including statutory law, common law, customary law, POPI, RICA, any present or future constitution, statute, judgment, decree, treaty, legislation, regulation, directive, ordinance, order, by-law, or other legislative measure, requirement, request or guideline issued by an Authority, as may be amended, replaced, re-enacted, restated or reinterpreted from time to time;

2.2.6 "Bona Fide User" – an end user of the k'nect mobile Network and/or the Services who is a natural person with an intention to utilise the k'nect mobile Network and/or the Services on an ongoing basis;

2.2.7 "Business Day" – any day other than a Saturday, Sunday, or official public holiday in the Republic of South Africa;

2.2.8 "Customer Care" – the k'nect mobile Customer Centre that can be contacted free from a k'nect SIM on 135 or by dialling 084 11 56328 from any other number or by e-mailing

2.2.9 support@knectmobile.co.za ;

2.2.10 "Data" – the mobile data which is any packet-switching traffic that may be generated using any of the packet bearer services (General Packet Radio Services ("GPRS"), Enhanced Data for Global Evolution ("EDGE"), Third Generation Wireless Mobile Telecommunications Technology ("3G") or Fourth Generation Wireless Mobile Telecommunications Technology ("4G")), or any combination of these or future standards and technologies which carry and deliver data;

2.2.11 "Device" – any mobile device approved by ICASA and used by the Subscriber to access the Network;

2.2.12 "Financial Technology Services" – the credit transfers, deposits, withdrawals and payments services that may be made available by the Service Provider and its Affiliates or partners from time to time;

2.2.13 "ICASA" – the independent communications authority of South Africa established in terms of the Independent Communications Authority Act 13 of 2000, as amended;

2.2.14 "Inactivity period" – the period in which if the Subscriber fails to generate any revenue generating Traffic on its allocated Mobile Number for a period 90 (NINETY) days or more;

2.2.15 "Mobile Number" – the Mobile Station Integrated Services Digital Network ("MSISDN") number associated with the SIM registered to a specific Subscriber;

2.2.16 "Network" – the electronic communications network in South Africa by means of which the Services are made available to Subscribers;

2.2.17 "Network Balance" – the Airtime, Data and SMS balance available on the Subscriber's Mobile Number;

2.2.18 "Parties" – the parties to these Terms, being the Service Provider and the Subscriber;

2.2.19 "Personal Information" – all information relating to an identifiable, living, natural person or Juristic entity and that can be used on its own or with other information to identify, contact or locate a person or to identify the person in context;

2.2.20 "Personnel" – a party's directors, officers, partners, employees, agents, subcontractors, consultants or other representatives;

2.2.21 "POPI" – the Protection of Personal Information Act 4 of 2013, as amended;

2.2.22 "Porting" – the transfer of a Mobile Number from the Service Provider to another Service Provider without having to change the Mobile Number;

2.2.23 "Prepaid" – the means by which a Subscriber may access the Network and use the Services, namely by purchasing credit upfront to be allocated to the Subscriber's Network Balance;

2.2.24 "Processing" – the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation, use, dissemination by means of transmission, distribution or making available in any other form, merging, linking, as well as restriction, degradation, erasure or destruction of information;

2.2.25 "Record" – has the meaning ascribed thereto in Section 1 of POPI;

2.2.26 "RICA" – the Regulation of Interception of Communications and Provision of Communication-Related Information Act 70 of 2002, as amended;

2.2.27 "Self Service" – the k'nect mobile subscriber Self Service accessed by dialling *135# from a k'nect mobile SIM;

2.2.28 "Services" – the Network Services made available by the Service Provider to the Subscriber, and which may include:

2.2.28.1 Data;

2.2.28.2 Placing and receiving Voice Calls.

2.2.28.3 SMS's;

2.2.28.4 Value Added Services;

2.2.28.5 Financial Technology Services; and

2.2.28.6 Mobile Devices, and any other services, products or promotions made available by the Service Provider or the Service Provider's Affiliates or partners on the Network;

2.2.29 "SIM" – the Subscriber Identity Module card issued to the Subscriber bearing the MSISDN number allocated by the Service Provider to the Subscriber, which allows the Subscriber to access the Network and make use of the Services;

2.2.30 "SMS" – the short messaging system used to send and receive short messages to other mobile devices over the Network;

2.2.31 "Subscriber" – the Bona Fide End User of the Services;

2.2.32 "Traffic" – the transmission of signals while using the Services across the Network;

2.2.33 "VAS" – value-added services that may be made available by the Service Provider and the Service Provider's Affiliates or partners from time to time;

2.2.34 "VAT" – value added tax is levied in terms of the Value Added Tax Act 89 of 1981 (the "VAT Act"), as amended;

2.2.35 "Voice Call" – the transmission of circuit-switched or packet-switched voice Traffic by means of the Network;

2.2.36 "Wallet" – the subscriber's account identified by the MSISDN that contains the balances of airtime available;

2.2.37 "Website" – the Service Provider's website from time to time, and for the time being located at website address www.knectmobile.co.za;

2.3 Any reference to an enactment is to that enactment as at the Activation Date and as amended or re-enacted from time to time;

2.4 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party then, notwithstanding that it is contained only in a definition, effect shall be given to such provision as if it were a substantive provision in the body of these Terms;

2.5 where any term is defined within a particular clause other than this clause 2, that term shall bear the meaning ascribed to it in that clause wherever it is used in these Terms;

2.6 when any number of days is prescribed in these Terms, they shall be calculated exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a Business Day, in which case the last day shall be the next succeeding business day;

2.7 any reference to days (other than a reference to Business Days), months or years shall be a reference to calendar days, months or years, as the case may be;

2.8 where a figure is described in numbers and in words and there is a conflict between the two, the words will prevail;

2.9 the use of the word "including" followed by a specific example shall not be construed as limiting the meaning of the general wording preceding it and the eiusdem generis rule shall not be applied in the interpretation of such general wording or specific example; and

3. RICA

3.1 The Subscriber accepts that RICA" (The Regulation of Interception of Communications and Provision of Communication-Related Information Act 70 of 2002, and all binding and effective regulations, rulings, codes, charters, licences, directions and determinations issued under the aforesaid Act) is applicable to the services in terms of this agreement and that

3.2 The Service Provider is required, in terms of sections 39 and 40 of RICA, to verify the identity and address of the Subscriber before providing any Services to the Subscriber.

3.3 The Service Provider undertakes to maintain confidentiality and protection of the Subscriber's Personal Information in accordance with Applicable Law.

3.4 The Subscriber acknowledges that when purchasing a SIM, the Subscriber will not have immediate access to the Network. In order to access the Network and make use of the Services, the Subscriber undertakes to provide the following information:

3.4.1 the Subscriber's full names and identity number as contained in the Subscriber's identification document on which the Subscriber's photo, full names and identity number appear;

3.4.2 and the Subscriber's residential or postal address, as well as proof of the address provided, which includes a utilities bill, telephone account, a municipal rates and taxes bill not older than 3 (THREE) months, to verify the address provided by the Subscriber; or

3.5 if the documents do not reflect the full details of the Subscriber, an affidavit confirming residence of the Subscriber, deposed to by the person whose full names do appear on the proof of the address.

3.6 The Service Provider may verify the Subscriber's personal details;

3.7 Once the Service Provider is satisfied with the information provided by the Subscriber, the Services shall be made available to the Subscriber within 24 (TWENTY-FOUR) to 48 (FORTY-EIGHT) hours.

3.8 The Subscriber warrants that the information and documentation provided true and correct, and the information or documentation has not been falsified in any way or manner.

3.9 The Subscriber acknowledges that the requirements set out in this clause are subject to change at any time due to any changes made to RICA. The Service Provider may not activate the Subscriber's SIM card until all details as required by RICA have been satisfactorily captured. The Service Provider will only disclose the information relating to the Subscriber in accordance with RICA to a law enforcement officer on receipt of a directive issued in terms of RICA. The Subscriber must immediately report any loss, theft or destruction of the k'nect SIM card and/to the police, otherwise the Subscriber, will be committing an offense. If the Subscriber's SIM card is transferred to another person (other than a family member and/or dependant) the new Subscriber's details must be registered with the Service Provider; The Subscriber undertakes to notify the Service Provider as soon as reasonably possible of any changes to any of the information provided in accordance with RICA. Both the Subscriber and Service Provider must abide by all other requirements of the RICA Act.

4. CHARGES

4.1 The Subscriber shall be liable for the applicable charges, rates and promotions as published on the Website, media and in store from time to time.

4.2 The Subscriber acknowledges and it is recorded that the Services are offered on a Prepaid basis only.

4.3 The Subscriber acknowledges that by being on a Prepaid plan, the Subscriber must have a positive Network Balance on its Wallet account (SIM) in order to access the Network and make use of the Services;

5. SERVICES

5.1 The Service Provider shall use its best endeavours to provide the Subscriber with access to the Network and use of the Services in accordance with the terms set out in these Terms.

5.2 Notwithstanding clause 5.1 above, the Service Provider cannot guarantee the quality of the Network. The quality of the Network may be effected by factors that are out of the direct control of the Service Provider, such factors of which may include but are not limited to physical obstructions, poor weather conditions, radio interference, volume of Bona Fide End Users accessing the Network at the same time, and Network Traffic.

5.3 The Service Provider does not warrant that:

5.3.1 the Services will be available 24 (TWENTY-FOUR) hours a day; or

5.3.2 the Services will be available 365 (THREE HUNDRED AND SIXTY-FIVE) days a year; or

5.3.3 there will not be any delay on the Network, a loss of signal, or a loss of access to the Network; or

5.3.4 that the Network will be free of errors; or

5.3.5 that the Network will be free of interruption; or

5.3.6 that the Network will be available at all times; or

5.3.7 that the Network is fit for any particular purpose; or

5.3.8 that the Network will be secure and reliable.

5.4 The Subscriber hereby indemnifies the Service Provider and holds harmless the Service Provider, its Affiliates and its Personnel, against any loss, costs, damage or expense of any kind suffered or incurred by the Subscriber, arising out of any delay or failure in provision of the Services or access to the Network.

5.5 The Subscriber is liable, subject to the terms of any applicable product warranties and warranties, for replacement of any lost, damaged, or stolen SIM.

5.6 In compliance with section 41 of RICA, the Subscriber undertakes to report, in person, to a police official at any South African police station, a lost, stolen or destroyed SIM immediately upon becoming aware of the loss, theft or destruction. The Subscriber acknowledges that this is the Subscriber's obligation in terms of RICA.

5.7 Once the Subscriber has reported the lost, stolen or destroyed SIM, the Subscriber undertakes to inform the Service Provider by dialling 135 free from a k'nect SIM or 084 11 56328 that the Subscriber's SIM has been lost, stolen or destroyed. Thereafter the Service Provider will block the SIM to restrict any attempted access by any person who might be in possession of the blocked SIM to make use of the SIM at the Subscriber's expense.

5.8 If the Subscriber fails to notify the Service Provider as set out in clause 5.7, any use of the SIM to access the Network or Services shall be for the account of the Subscriber.



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6. PORTING

6.1 The subscriber will be allowed to Port from and to another Network Operator and permission to port to another Network will not be unnecessarily withheld. Porting will be executed as per the process available on the website at www.knectmobile.co.za as updated from time to time.

7. SUBSCRIBER BONUS AND PROMOTIONS

7.1 As a k'nect mobile subscriber, you may receive rewards and promotions linked to qualifying criteria as long as you are a k'nect mobile subscriber and these rules and criteria apply.

7.2 You may receive bonus rewards of up to 25% when you recharge if you have a Xtra Savings card or purchase bundles via the Money Market Account for your k'nect mobile SIM.

7.3 Bonus and rewards are valid for 60 days from date of allocation.

7.4 Bonuses and Rewards are used first and cannot be transferred or rolled over.

7.5 We may change these terms and conditions, rewards, rules and fees from time to time and will publish it on www.knectmobile.co.za or other media within a reasonable timeframe.

8. LIMITATION OF LIABILITY

8.1.1 The Service Provider will not be liable to you for any liability, loss(es) and/or damage and/or cost or expense whether direct, indirect and/or of a consequential nature including any loss of income and/or loss of profit and/or or loss of anticipated savings suffered by you due to:

8.1.2 any reasonable suspension, termination or temporary unavailability of the k'nect Network, or any of Services, or any unavoidable delay in the performance of Services;
any change in your cellphone number; or

8.1.2.3 the Porting of the cellphone number.

[This clause means the Service Provider will not reimburse you for any of your losses if the Services are suspended, terminated or unavailable for any reason that you should reasonably expect from the Services, or if the Service Provider has to change your Cellphone number, or if you ask to Port your number, or if there is any reasonable delay in doing so].

9. SUBSCRIBER'S DUTIES

9.1 The Subscriber warrants in favour of the Service Provider that it is a Bona Fide End User.

9.2 The Subscriber shall:

9.2.1 use the Services and access the Network in accordance with the terms set out in these Terms;

9.2.2 immediately report to the Service Provider any interference with or violation of the Network;

9.2.3 not conduct itself in a manner that may damage or materially interfere in any way whatsoever with the Services or the Network; and

9.3 In the event that the Subscriber fails to generate any revenue generating Traffic on its allocated Mobile Number for a period 90 (NINETY) days ("Inactivity Period") or more, the Service Provider shall be entitled to suspend the Subscriber's access to the Network.

9.4 If the Subscriber terminates these Terms any remaining Network Balance shall be forfeited by the Subscriber.

10. SERVICE PROVIDER'S DUTIES

10.1 The Service Provider warrants all necessary licenses, permits and approvals have been acquired in order to provide the Services and access to the Network.

10.2 The Service Provider shall:

10.2.1 subject to clause 5 above, use all reasonable endeavours to ensure that the Network is available for access by the Subscriber;

10.2.2 use all reasonable endeavours to ensure that the Services are provided to the Subscriber;

10.2.3 not do anything or permit anything to be done that may interfere with or have a material adverse effect on the Network;

10.2.4 make customer care services available to the Subscriber 24 (TWENTY-FOUR) hours a day; and

10.2.5 use its reasonable endeavours to ensure that the Subscriber has access to the emergency number used to contact emergency services such as the police, the fire service, or an ambulance, which is accessed by a Subscriber telephonically by dialling 112, as may be required by Applicable Law.

11. SUSPENSION, TERMINATION OR DE-ACTIVATION OF SERVICES BY THE SERVICE PROVIDER

11.1 The Service Provider shall not be obliged to provide the Services to the Subscriber if the provision of Services is unduly burdensome or unfeasible to the Service Provider.

11.2 The Subscriber's access to the Network and use of the Services shall be suspended if:

11.2.1 the Service Provider has been instructed to do so by any Authority; or

11.2.2 continuing to provide the Services will breach Applicable Law or the licenses required to provide the Services; or

11.2.3 the Subscriber is the cause of abnormally high volumes of usage that may result in the Service Provider having to incur costs associated therewith; or

11.2.4 there is a breach by the Subscriber of these Terms; or

11.2.5 the Subscriber is using stolen Devices or SIMs to access the Network and make use of the Services or to commit fraud; or

11.2.6 the Subscriber is using Devices that have not been approved by ICASA to access the Network; or

11.2.7 the Subscriber is otherwise illegally accessing the Network or using the Services; or

11.2.8 a Subscriber's Device has been lost, damaged or stolen; or

11.2.9 the Services are being used by the Subscriber in such a way as to materially adversely affect the Network in such a way that the Network is severely impeded; or

11.2.10 the Service Provider determines that reasonable cause exists for the suspension, de-provisioning or deactivation; or

11.2.11 there is a planned or unplanned outage; or

11.2.12 there is planned or unplanned maintenance required which prevents the Subscriber from accessing the Network.

11.3 The Subscriber's access to the Network shall be temporarily suspended if:

11.3.1 the Network is experiencing a technical failure; or

11.3.2 the Network is undergoing a modification; or

11.3.4 the Network is undergoing maintenance.

11.4 Suspension of the Services by the Service Provider in terms of this clause 9 shall not constitute a waiver by the Service Provider of any other rights or remedies available to the Service Provider in terms of these Terms.

11.5 In the event that the breach or event that led to the suspension of the Services in accordance with this clause 9 has been remedied to the Service Provider's satisfaction, the Service Provider shall not be entitled to refuse to connect the Subscriber to the Network.

12. INTELLECTUAL PROPERTY RIGHTS

Nothing in these Terms shall constitute a license or a transfer of any of the Service Provider's intellectual property rights, including copyright and trademarks, proprietary to the Service Provider or its Licensors, or relating to the name of the Service Provider, the Service Provider's Affiliates, the Services or the SIM.

13. NETWORK MAINTENANCE

The Service Provider shall notify the Subscriber of any planned or unplanned maintenance to be conducted on the Network where the downtime will be more than 2 (two) hours. The Subscriber hereby releases and holds harmless the Service Provider, its Affiliates and its Personnel, successors, cessionaries and assigns, from any and all claims, liability, damages, loss, penalty, expense and cost of any nature whatsoever arising from maintenance on the Network, whether planned or unplanned.

14. PRIVACY, DATA PROTECTION AND MARKETING CONSENT

14.1 The Service Provider undertakes that it and its Personnel shall comply with all data protection obligations contained in Applicable Law in respect of the Personal Information of the Subscriber, and specifically when Processing any Personal Information of the Subscriber and entering any such Personal Information into a Record.

14.2 The Subscriber consents to the Service Provider storing, Processing and using the Personal Information in accordance with Applicable Law.

14.3 Notwithstanding the above, the Subscriber consents to the terms of the Service Provider's privacy policy as published on the Website from time to time.

14.4 To the extent allowed by all applicable legislation, the Subscriber gives permission to receive marketing promotions from the Shoprite Group of companies on the chosen channel and/or contact number/s provided when the consent is given;

14.5 This permission does not prevent the subscriber from cancelling this permission by contacting the k'nect mobile Customer Care Centre free from a k'nect SIM on 135, by dialling 084 11 56328 from any other number or by changing preferences by dialling *135# for k'nect mobile self-service from a k'nect mobile SIM;

15. BREACH

15.1 In the event of the Subscriber committing any breach of these Terms and failing to remedy the breach within 15 (FIFTEEN) Business Days of receipt of notice to that effect then, and in such an event, the Service Provider shall be entitled, at its sole and absolute discretion, to either claim specific performance in terms of these Terms, or cancel the Subscriber's access to the Network, and may claim any such damages as the Service Provider may suffer arising from such breach.

15.2 Without prejudice to any other rights or remedies of the Service Provider in terms of these Terms or in law, the Subscriber shall be liable for and hereby indemnifies the Service Provider against any and all legal costs on the attorney and own client scale incurred by the Service Provider arising out of any breach by the Subscriber.

16. DISPUTE RESOLUTION

16.1 Should there be any dispute between the Parties arising from these Terms, the Subscriber may send a complaint to the Service Provider as follows:

16.1.1 Emailing: complaints@knectmobile.co.za

16.1.2 calling the Service Provider's call centre on 135 free from a k'nect SIM or (084) 11 56328 from any other number;

16.2 In the event that the dispute is not resolved to the Subscriber's satisfaction, the Subscriber may refer the matter to:

16.2.1 the National Consumer Commission at 012 428 7726 or www.nccsa.org.za;

16.2.2 the National Consumer Tribunal at (012) 683 8140 or www.thenct.org.za or

16.2.3 the Consumer Goods and Services Ombudsman at 0860 000 272.

16.2.4 Complaints must be in writing and can be lodged directly on the ICASA website or a complaints form can be completed and emailed to consumer@icasa.org.za or faxed to 011 566 3444.

17. DOMICILIUM AND NOTICES

17.1 The Parties choose as their domicilia citandi et executandi for all purposes under these Terms, whether in respect of court process, notice or other documents or communications of whatsoever nature, the following addresses:

17.1.1 The Service Provider: The Service Provider's registered address, Shoprite Checkers (Pty) Ltd, Cnr William Dabbs & Old Paarl Roads, Brackenfell, Cape Town, 7561, South Africa;

17.1.2 The Subscriber: The Subscriber's Mobile Number as registered on the Network and the residential address furnished by the Subscriber in accordance with the RICA requirements set out in clause 3.3.2.

17.2 Any notice or communication required or permitted to be given in terms of these Terms shall be valid and effective only if in writing, but it shall be competent to give notice by email to the Service Provider and by SMS to the Subscriber.

17.3 Either Party may by notice to the other Party change the physical address chosen as its domicilium citandi et executandi to another physical address, provided that the change shall become effective on the 4th (FOURTH) Business Day from the deemed receipt of the notice by the other Party.

17.4 Any notice to a Party:

17.4.1 sent by prepaid registered post in a correctly addressed envelope to it at its domicilium citandi et executandi shall be deemed to have been received on the 4th (FOURTH) Business Day after posting (unless the contrary is proved);

17.4.2 delivered by hand to a responsible person during ordinary business hours at its domicilium citandi et executandi shall be deemed to have been received on the day of delivery; or

17.4.3 sent by email or SMS to its chosen email address, shall be deemed to have been received on the date of dispatch (unless the contrary is proved).

18. GENERAL

18.1 The Service Provider shall be entitled to terminate the Services at any time on the instruction of any Authority. Termination by the Service Provider shall not constitute a breach of these Terms and the Subscriber shall not have a claim against the Service Provider for any damage or loss caused by such termination by the Service Provider.

18.2 The Subscriber shall not be entitled to cede or assign any of its rights or delegate any of its obligations under these Terms without the written consent of the Service Provider.

18.3 The Service Provider shall be entitled to cede or assign any of its rights or delegate any of its obligations under these Terms, on notice to the Subscriber.

18.4 Save as expressly provided for herein, each paragraph, clause, term and provision of these Terms and any portion thereof shall be considered severable, and if for any reason any part of these Terms is held to be invalid or unenforceable, same shall not impair the validity and operation of the remainder of these Terms, which shall continue to be given full force and effect and be binding upon the Parties.

18.5 These Terms shall not prevent the Service Provider from entering into similar agreements with third parties.

18.6 These Terms constitutes the sole record of the agreement between the Parties with regard to the subject matter hereof. Neither Party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.

18.7 No addition to, variation of, or agreed cancellation of, these Terms shall be of any force or effect unless in writing and signed by or on behalf of the Parties.

18.8 No relaxation, indulgence or extension of time, which any Party may grant to any other, shall constitute a waiver of the rights of that Party or preclude that Party from exercising any existing or future rights.

18.9 Without prejudice to any other provision of these Terms, any successor-in-title of either Party shall be bound by these Terms.

18.10 These Terms shall be interpreted and governed by the laws of the Republic of South Africa.

18.11 These Terms may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument.