
Terms and Conditions

IMPORTANT NOTICE

What follows is a summary for your convenience and does not form part of the agreement between you and connec telecoms. It is your responsibility to read the clauses referred to.

You agree to the following:

1. To provide connec telecoms with true and correct information in order to provide services to you and give connec telecoms permission to process your personal information (clause 4, 14).
2. That these terms may change and that it is your responsibility to be aware of any changes that may occur from time to time on the connec telecoms website (clause 5).
3. That no abusive behaviour towards connec telecoms staff will be tolerated (clause 6).
4. That you have chosen and are responsible for the products according to your needs (clause 8).
5. That failing to pay your connec telecoms account within the stipulated time may lead to account termination and/or administrative fees and possible reconnection fees (clause 10, 16).
6. That either yourself or connec telecoms may cancel this contract by giving the other notice as per the stipulated time frame (clause 12.1).
7. That connec telecoms liability is limited and that you indemnify connec telecoms for various acts or omissions (clause 17).

1. Definitions

- 1.1 "connec telecoms" means either of connec (Pty) Ltd or any other entity which connec (Pty) Ltd may assign, cede or delegate any of their rights or obligations to.
- 1.2 "connec telecoms System" means equipment operating integrally as a system by connec telecoms to provide any service, including without limitation, servers, peripherals, routers, switches, software, databases, cables, generators, and uninterruptible power supplies.
- 1.3 "connec telecoms Website" means the Internet website published at the URL "www.connec.co.za" or another URL that connec telecoms notifies the client of from time to time.
- 1.4 "Agreement" means and includes without limitation, these General Terms, Acceptable Use Policy, and applicable Service Terms, Service Orders and all annexures to any of these documents.
- 1.5 "Application" means a request for initiation of a service(s) and / or provision of good(s).
- 1.6 "Business Day" means any day other than a Saturday, a Sunday or a public holiday in the Republic of South Africa.
- 1.7 "Business Hour" means a period of 60 minutes between the hours of 08h00 and 17h00 South African Time, on a Business Day.
- 1.8 "Client" is the party described as such and is not limited to any application or service order executed between the "client" and connec telecoms.
- 1.9 "Client Data" means data:
 - 1.9.1 Transmitted to and from the client using the connec telecoms System,

- 1.9.2 Stored by the client on the connec telecoms System (or on the client System as the case may be), or
- 1.9.3 Transmitted by the client via the connec telecoms System,
- 1.9.4 During the day-to-day utilisation of a Service.
- 1.10 "client equipment" means any equipment installed at connec telecoms premises by the client that is not the property of connec telecoms, including without limitation, servers, peripherals, routers, switches, software, databases, data cables, and uninterruptible power supplies.
- 1.11 "ClientZone" means the Client account login area of connec telecoms portal, accessed by using client credentials and passwords;
- 1.12 "Data" means electronic representations of information in any form.
- 1.13 "Database" means a collection of related data including, but not limited to, text, images sound and video, all of which have been created and integrated using a method of connecting and displaying the data into a collection of interrelated independent files or data which are stored together.
- 1.14 "Domain" means an Internet subdomain registered with an authorised registrar appropriate to its top-level domain ("TLD") and comprising its constituent domain name server records, including, but not limited to, host names, aliases and mail exchange ("MX") records.
- 1.15 "Emergency Maintenance" means maintenance to the connec telecoms System intended to remedy existing circumstances or prevent imminent circumstances that are likely to cause damage and/or loss to persons or property, an interruption to the communication services, or substantial loss to connec telecoms, the client, or any third party.
- 1.16 "Fee" in respect of each service will be as noted in the Fee Schedule provided to the client on initiation of the service and adjusted from time to time.
- 1.17 "Goods" means any and all goods to be provided by connec telecoms to the client in terms of this agreement, including without limitation, equipment, hardware and third party software.
- 1.18 "Good Industry Practice" means the exercise of that degree of skill, diligence, prudence and foresight which would reasonably be expected from a skilled and experienced service provider providing similar services to those provided under this agreement. Such a service provider would seek in good faith to comply with its contractual obligations, and with all applicable laws, codes of professional conduct, relevant codes of practice, relevant standards, and all conditions of planning and other consents.
- 1.19 "Intellectual Property Rights" means patents, registered designs, trade marks (whether registered or otherwise), copyright, trade secret rights, database rights, design rights, service marks and other intellectual property rights and rights to claim something as confidential information, including in other jurisdictions, that grant similar rights.
- 1.20 "Malicious Code" means anything that contains any computer software routine or code intended to:
- 1.20.1 Allow unauthorised access or use of a computer system by any party, or
- 1.20.2 Disable, damage, erase, disrupt or impair the normal operation of a computer system,
- 1.20.3 and includes any back door, time bomb, Trojan Horse, worm, drop dead device or computer virus.
- 1.21 "RICA" means the Regulation of Interception of Communications and Provision of Communication-related Information Act 70 of 2003.
- 1.22 "Services" generally means internet services and access but for each specific service offering, the meaning of which will be specified in more detail, as provided in the additional terms for each of the listed options.
- 1.23 "Service Order" means goods, license, services and / or work order agreed to in terms of this agreement describing the specific goods or services to be provided by connec telecoms to the client.
- 1.24 "Service Terms" means a document describing the terms on which connec telecoms will provide a good or service, as amended from time to time.
- 1.25 "General Terms" means this document.

- 1.26 "Software" means any computer program (whether source- or object code), as well as any database structure or content, artistic work, screen layout, cinematograph film, sound recording, preparatory material, user or technical documentation or any other work created in connection therewith and any modifications, enhancements or upgrades thereto.
- 1.27 "Supplier" means a supplier of goods and / or services to connec telecoms.
- 1.28 "User/s" means the client or any other person accessing any of the services provided by connec telecoms.

2. Synopsis of the Agreement

- 2.1 The Goods and Services that connec telecoms will provide to the client will be described in Service Orders.
- 2.2 These General Terms apply to all services.
- 2.3 More details of particular goods or services may be contained in Service Terms.
- 2.4 The Service Order(s), Service Terms, and this document together form the agreement between connec telecoms and the client. If the Parties enter into a Service Level Agreement or agree to an annexure to any of these documents, these will also form part of the agreement.
- 2.5 If there is any conflict between any of these documents, they will be interpreted in descending order of precedence as follows: General Terms (this document), Service Terms, Service Order, Acceptable Use Policy, and Service Level Agreement, unless otherwise expressly stated in writing.

3. Applications and Initiation

- 3.1 connec telecoms will provide the goods and services to the client as described in an Application or Service Order in terms of the agreement.
- 3.2 connec telecoms reserves the right to refuse to commence provision of services based on the Client's prior conduct.
- 3.3 An Application must be submitted via a duly authorised sales representative. Once an application is accepted by connec telecoms it becomes a Service Order.
- 3.4 Each Service Order (read with the other documents mentioned above) will be a separate contract between the client and connec telecoms (unless amended or renewed by another Service Order).
- 3.5 The terms of one Application or Service Order will not apply to another, unless a Service Order amends or renews an existing Service Order or adds goods or services to an existing contract.
- 3.6 The client consents to connec telecoms carrying out a credit check on the client at any applicable credit bureau, and may make the provision of the goods and/or services dependant on its satisfaction with the results. connec telecoms may provide information on the client's payment record to a credit bureau.
- 3.7 If the client is a juristic person, connec telecoms may require one or more of its officers to stand surety for the client's obligations under this agreement. Even if the agreement has commenced, connec telecoms reserves the right to withhold providing the goods and/or services until the surety has been signed.
- 3.8 Depending on the service provided, connec telecoms may be obliged under RICA to obtain certain information and documents from the client, and connec telecoms may withhold or suspend providing services until the client has provided the necessary information and/or documents to connec telecoms.
- 3.9 If the client has not complied with a requirement of this clause, connec telecoms may delay providing the goods and/or services until the client has complied. If the client does not comply within a reasonable period, connec telecoms may terminate this agreement and will not be liable for any damage that the client may suffer as a result.
- 3.10 Commencement of the services is subject to a seven-day cooling-off period which will be interrupted if the service in question is made available to the client during this period.

4. Client's Commitments

- 4.1 The client confirms that all statements made to connec telecoms are true and correct. connec telecoms reserves the right to request proof of any facts or claims. The client also commits to providing connec telecoms with necessary information required in the provision of the selected services, and (where applicable) consent to the use or sharing of this information with 3rd parties to comply with regulatory conditions (such as Domain Registration Listings) within the guidelines of applicable privacy legislation.
- 4.2 connec telecoms reserves the right at any time, to request verification of the identity of the Primary Account Holder. Failure to produce such verification could result in summary suspension or cancellation of the product(s) and/or services.
- 4.3 The client (or the client's agent) certifies that the client is above the age of 18 years, has full contractual capacity and (in the case of an agent) is duly authorised by the client to contract on the client's behalf.
- 4.4 connec telecoms website and attached systems are designed to facilitate reasonable use of the connec telecoms products and services. connec telecoms reserves the right to suspend or terminate users who are improperly using features of the systems to avoid billing, shaping, suspension or any other system controls, or exploit bugs or limitations in the system design to effect avoidance of system controls or commit crimes. connec telecoms reserves the right to deem an activity as "unreasonable exploitation of the system" and will take appropriate action based on the circumstances and severity of the incident(s).
- 4.5 The Service Order(s) and this agreement, the services or the interpretation of the supporting documents shall be governed by the laws of the Republic of South Africa and the courts of South Africa will decide any disputes.
- 4.6 If the client or its staff engages in behaviour that is a contravention of the Acceptable Use Policy or may be considered offensive to connec telecoms or its staff, connec telecoms reserves the right to suspend or terminate the client's services, irrespective of the form and medium of this abuse.
- 4.7 In the event that any of the terms of this document are found to be invalid, unlawful or unenforceable, such terms will be severable from the remaining terms, which will continue to be valid and enforceable.
- 4.8 connec telecoms reserves the right to remove any content hosted by a client which it considers illegal or contrary to the AUP or for which it has received a takedown notice.

5. Terms Subject to Change

- 5.1 connec telecoms may amend the General Terms and Service Terms at any time. The amended versions will be posted on the connec telecoms Website, and connec telecoms will, as soon as possible after posting the amendments, make reasonable efforts to advise the client of them by email. The client also has a duty to keep informed of the latest version of the above documents by accessing the connec telecoms Website on a regular basis.
- 5.2 connec telecoms must give at least one calendar months' notice for the amendments, which will become effective at the beginning of the first calendar month after the notice period has expired.
- 5.3 If the client objects to any amendments, it may terminate the Agreement, and the termination will become effective at the end of the normal notice period.
- 5.4 Should connec telecoms change its fees, the change must take place as described in this clause.

6. Interactions with Staff and connec telecoms Brand

- 6.1 Clients will be held accountable for their conduct towards connec telecoms staff and in the public domain with regard to allegations or malicious conduct directed towards connec telecoms or its staff.

- 6.2 Abusive behaviour, including (but not limited to) aggression, offensive language or conduct, including threats or any type of intimidation on a forum or directed at connec telecoms or its staff will be deemed abusive and will not be tolerated. Such conduct may constitute an AUP violation and connec telecoms reserves the right to suspend or terminate Services to a Client in such cases.
- 6.3 Clients using public platforms to spread libel, false allegations, unreasonably or maliciously diminish the reputation or public perception of the connec telecoms brand may have their Services suspended or terminated, depending the severity and circumstances of the incident(s), and may also be regarded as contrary to the AUP.

7. Availability of Services

- 7.1 connec telecoms cannot guarantee the provision of the requested Service upon the receipt of an Application.
- 7.2 Provision of the Service is subject to connec telecoms confirming that it is technically feasible to do so.
- 7.3 Applicants will be formally notified after receipt of an Application whether or not the Service can be provided.

8. Choice of Services and Products

- 8.1 The Client is solely responsible for ensuring that their choice of product or service conforms to their requirements or desired outcome. connec telecoms will not be liable for compensation, costs or damages resulting from incorrect selection of products or services, or resultant delays in rectifying such errors.
- 8.2 Sign-up for products and services is subject to the cooling-off period described in section 44 of the Electronic Communications and Transactions Act ("the ECT Act").
- 8.3 connec telecoms provides Services on the basis of information provided by the Client, and connec telecoms offers no warranty as to the suitability of the Services beyond the requirements as expressed by the Client.
- 8.4 connec telecoms reserves the right to stop offering particular Services if it deems it necessary. connec telecoms will then either provide the service for the remainder of the time that has been paid for or refund the amount paid for that specific package.

9. Referral Programme

- 9.1 Clients may only use a referral programme to refer other possible clients. Clients that try to refer themselves via other accounts, whether setup using spoofing methods or simply as duplicate referrals will not receive any discounts.
- 9.2 Should a referred client decide to cancel its services within three months of signup, connec telecoms reserves the right to reverse both the referrer and the referee's credits.

10. Payment and Penalties

- 10.1 connec telecoms only accepts Debit Order payments for month to month services, and will only accept alternative payment under specific circumstances and only by prior arrangement at connec telecoms discretion.
- 10.2 The Client's monthly debit orders of the Fee will be submitted monthly in advance on or about the 23rd Business Day of the month.
- 10.3 connec telecoms will not accept any liability or responsibility for delays, suspensions or impact to Services due to use of non-approved payment methods by Clients.
- 10.4 Unpaid Debit Orders or any other irregularity regarding payment which results in non-payment may result in immediate suspension of Services (which may not be limited to the particular Service in question). connec

telecoms retains the right to suspend any Services for non-payment, and to withhold such Services until all arrears are settled in full on any and all products and Services.

- 10.5 connec telecoms reserves its rights to change its prices at any time on reasonable notice, which will not be less than 30 days, as per the minimum term of a month to month agreement.
- 10.6 connec telecoms may charge an Admin Fee for failed or returned payments, regardless of method of payment or the reason for non-payment. Such Admin Fees are payable immediately and in conjunction with the outstanding fees which resulted in non-payment. Admin Fees will be calculated on a sliding scale based on the number of incidents of non-payment on the Client's payment record. Non-payment of Admin Fees will be considered non-payment and will be subject to the same terms. Once levied, Admin Fees are not recoverable or reversible, regardless of whether payment is made within the prescribed period.
- 10.7 If the Client's Services are suspended or terminated for any reason, including non-payment, connec telecoms may charge a Reconnection Fee for subsequent reactivation of services. Reconnection Fees are payable in full before any services can be reactivated, once suspended. connec telecoms may charge multiple reconnections Fees where multiple products are affected, and may charge "escalating" penalties for repeated non-payment offences. Any prior leniency shown in this regard will not prejudice connec telecoms right to enforce such penalties in full at any time (within their discretion).
- 10.8 Reconnection of Services may be subject to a waiting period of up to 72 hours, at connec telecoms discretion, regardless of when payment is received or cleared. Reconnection is subject to a reconnection fee.
- 10.9 In cases of suspension of Services due to non-payment, connec telecoms reserves the right to levy both Reconnection Fees and Admin Fees. Any and all penalty fees must be settled in full, prior to reconnection of affected services.
- 10.10 Both Admin and Reconnection fees will not exceed R400 (charged on a sliding scale based on the number of incidents of non-payment), and this amount is based on (but not limited to) a reasonable estimation of accumulated administrative costs (such as labour), bank penalties and resubmission charges levied by payment carriers.
- 10.11 In the case of billing disputes, the onus is upon the Client to raise such disputes in good time to prevent interruption of services while the billing is in dispute. Reparations will be made to Clients with successful disputes by means of an account credit or refund, at connec telecoms discretion.
- 10.12 connec telecoms reserves the right to terminate services where a Client has shown a repeated disregard for payment terms and consistently fails to make regular scheduled payments on time and using approved payment methods. The conditions of termination will be based on guidelines determined at connec telecoms discretion and may vary. The means and terms of termination will be determined at connec telecoms discretion. Notice of termination will be provided to the best of connec telecoms ability, but connec telecoms will not be held liable for claims or requests for further provision of services once a Client's services have been terminated due to non-payment.
- 10.13 Unless otherwise agreed:
- 10.13.1 Billing will commence on the date that Service provision commences. Partial months will be charged pro rata.
- 10.13.2 Services are billed in advance and all invoices must be paid by the Client in advance.
- 10.13.3 Any Services invoiced in arrears are payable on presentation of invoice.
- 10.13.4 All Fees and other amounts payable are quoted exclusive of VAT.
- 10.14 Interest will be charged on any amount that remains unpaid by the Client beyond the due date of payment:
- 10.14.1 The interest rate will be 2% (two percent) above the prime overdraft rate (percent, per annum), up to a maximum of 2% per month.

- 10.14.2 The prime overdraft rate will be as charged by connec telecoms bankers at the time, which will be evidenced by a certificate issued by any manager of that bank, whose authority it shall not be necessary to prove.
- 10.14.3 The interest will be calculated from the due date of payment to the date of actual payment, both days inclusive, and will be compounded monthly in arrears. The Client agrees and undertakes to pay the interest.

11. Debit Order Authorisation

- 11.1 By accepting these terms, the Client hereby authorizes connec telecoms to debit their nominated bank account any variable amount pertaining to the service or products they have selected, on sign up for a calculated pro-rata and thereafter at the beginning of each month (or on signup entirely for purchase of non-service products). This sum being the amount for settlement of the monthly amount due by the Client in respect of services or products.
- 11.2 The Client authorises connec telecoms nominated agent to debit their bank account or credit card on connec telecoms behalf (the "authorized party"). The debit authority will remain in force until such services or products are cancelled, subject to the condition that Client agrees that debits related to cancellation notice periods will be honoured before the expiration of the debit authority.
- 11.3 The Client agrees that the authorized party may freely cede, delegate or assign any of its rights or obligations in terms of this debit order instruction without consent from the Client and that the Client may not cede, delegate or assign any of their rights and obligations in terms of this debit order instruction to any third party without the prior written consent of the authorized party.

12. Term and Termination

- 12.1 connec telecoms operates Month-to-Month contracts. Either the Client or connec telecoms may terminate the agreement, or a particular Service, by giving one calendar month's notice to the other. For example, if notice is given on the 15th of January, termination will take effect on the 1st of March. Particular Service Terms may allow for shorter notice periods.
- 12.2 The Client must give notice of termination to connec telecoms via email. Cancellation of any Service is the Client's responsibility. The Client is responsible for ensuring that such cancellation of service is actioned with due attention to terms of cancellation, as well as cancellation conditions which require the Client to specifically indicate a required process. Should the Client incorrectly complete the cancellation process, connec telecoms will not be liable for any additional costs or compensation due to the error.
- 12.3 Either party may terminate this Agreement and any service provision where there is a breach of this Agreement by the other which has not been remedied within seven (7) days of receipt of written notice to do so.
- 12.4 The Client acknowledges that connec telecoms may terminate this Agreement by written notice, including email, and without liability in the event of the termination of its agreement with an upstream licensee relevant to the provision of any connectivity Service.
- 12.5 connec telecoms reserves the right to deactivate or terminate selected Free Products should they not be used within a prescribed period or at connec telecoms sole discretion. Such termination will take place automatically, as per product specifications, and may occur without prior warning. connec telecoms accepts no liability should such termination take place, and no warranty is made regarding the availability of said products in the future. connec telecoms reserves the right to terminate products provided as Free products where a breach has occurred (such as non-payment) in relation to other products, whether or not such breach has direct or indirect bearing on the Free product service provision.

13. Transferability

- 13.1 Should connec telecoms agree to the acquisition or transfer of any or all of its services to another company, such services and services agreements will be transferred to the acquiring entity. Clients affected will be notified of such changes and any potential impact to their service agreement within the minimum term (30 days) of a month to month agreement.

14. Client Information and Privacy

- 14.1 Clients signing up for services as a Primary Contact are considered as “the client” and no other parties will be permitted access or authority to the Client Account, even if they are a 3rd party recipient or affiliate of the “client”.
- 14.2 connec telecoms will observe all privacy of information best practices, in accordance with the applicable laws of South Africa, including the Protection of Personal Information Act (POPI) of 2013.
- 14.3 The Client consents to connec telecoms processing Personal Information transmitted to the connec telecoms System in a way which is consistent with the Service being provided. Where the Client's use of a Service leads to the transmission of Personal Information to or from the Republic of South Africa, the Client acknowledges that it has a duty to comply with any relevant statutory provisions dealing with data privacy either in the Republic of South Africa or in any foreign country to which the Personal Information is transmitted. The Client warrants that it has obtained the consent of any third party for the use of that party's Personal Information in this way, or otherwise that such processing is lawful, and indemnifies connec telecoms from any claim brought by such third party as a result of its failure to do so.
- 14.4 connec telecoms may retain backups as a matter of course for up to one year after termination, and the Client consents to such retention. However, connec telecoms gives no warranty in respect of the effectiveness of such backups (if any).

15. Security

- 15.1 connec telecoms will implement measures in line with Good Industry Practice to ensure the security of the connec telecoms System and the physical security of connec telecoms premises, but gives no warranty that breaches of security will not take place.
- 15.2 If the Client discovers a security violation, or thinks that a security violation is imminent, it must immediately notify connec telecoms in an appropriate way that does not further compromise security concerns.
- 15.3 If the Client suffers damage as a result of loss or corruption of Client Data through a security violation, it will be liable for the damage if the violation was the Client's fault.
- 15.4 The Client must not do anything that may prejudice the security of the connec telecoms System, and must take all reasonable measures necessary to ensure that:
- 15.4.1 no unlawful access is gained to connec telecoms premises, the connec telecoms System, or the Client's own system;
- 15.4.2 no Malicious Code is introduced into the connec telecoms System; and
- 15.4.3 the Client Data is safeguarded.
- 15.5 If a security violation occurs, or connec telecoms is of the view that a security violation is imminent, connec telecoms may take whatever steps it considers necessary to maintain the proper functioning of the connec telecoms System including without limitation:
- 15.5.1 changing the Client's access codes and passwords (or those of any user of the connec telecoms System), and
- 15.5.2 preventing access to the connec telecoms System.
- 15.6 connec telecoms takes reasonable measures to provide disaster recovery but does not warrant that recovery will be successful or that it will be completed within any time limit.

- 15.7 The Client must give its full cooperation to connec telecoms in any investigation that may be carried out by connec telecoms regarding a security violation.
- 15.8 If the Client is providing any service to third parties that makes use of the connec telecoms System, the Client must contractually bind those third parties to equivalent terms regarding security as are set out in this clause 15.
- 15.9 connec telecoms may on prior written notice to the Client inspect the Client's installation and Client Equipment located on connec telecoms premises or at the Client's premises to ensure compliance with the building regulations and restrictions agreed between the parties.

16. Suspension or Terminations of Service

- 16.1 connec telecoms may, subject to this Agreement or Acceptable Use Policy, suspend or terminate services of a Client in its absolute discretion by providing email notice if:
 - 16.1.1 the Client commits a serious or repeated breach of the Agreement or the Client engages in any conduct which in connec telecoms opinion would have a negative impact on connec telecoms, other clients or connec telecoms staff or is detrimental to the welfare, good order or character of connec telecoms; or
 - 16.1.2 any part of the Client's Fees are not paid in full when due; or
 - 16.1.3 the information the Client supplied to connec telecoms is found to be incorrect or false;
 - 16.1.4 connec telecoms reasonably thinks that the Client's use of the Services may result in the commission of a crime or is otherwise unlawful.
- 16.2 connec telecoms reserves the right to effect such suspension or termination without notice, depending on the severity of the breach, but will undertake to inform Clients where possible. Upon such suspension or termination, such Clients:
 - 16.2.1 will not be eligible for reimbursement / compensation, unless at connec telecoms discretion
 - 16.2.2 will not be eligible for payment under the Double Money Back Guarantee or similar promotion
 - 16.2.3 may be further barred from signing up for any services with connec telecoms in the future
 - 16.2.4 may be reported to governing bodies, such as ISPA, for listing purposes
 - 16.2.5 may be listed with applicable authorities and credit bureaus.
- 16.3 The period of suspension will be that which is reasonable under the particular circumstances that gave rise to the suspension.

17. Limitation of Liability and Indemnity

- 17.1 CONNEC TELECOMS WILL NOT BE LIABLE TO THE CLIENT OR ANY THIRD PARTY IN RESPECT OF ANY AND ALL DAMAGES, LOSS, CLAIMS OR COSTS, OF WHATEVER NATURE AND INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES, SUFFERED BY THE CLIENT OR THIRD PARTY, HOWSOEVER ARISING, AND CONNEC TELECOMS WILL MOREOVER NOT BE LIABLE WHETHER THE LOSS WAS THE RESULT OF THE ACT OR OMISSION OF AN CONNEC TELECOMS EMPLOYEE, VICARIOUS OR STRICT LIABILITY.
- 17.2 In the event that connec telecoms is nonetheless held liable, the quantum of connec telecoms liability will not exceed the monthly or pro-rata fees due for the Service that occasioned the loss, in the preceding three (3) months, regardless of whether the claim arises out of negligence on the part of connec telecoms or any other cause.
- 17.3 USE OF THE SERVICES INDICATES THAT THE CLIENT INDEMNIFIES AND HOLDS HARMLESS CONNEC TELECOMS IN RESPECT OF ANY DAMAGES, LOSS OR COSTS OR CLAIMS INSTITUTED AGAINST CONNEC TELECOMS ARISING FROM ANY APPLICATION OR SUBSCRIPTION TO OR USE OF ANY SERVICE OR BREACH OF THE TERMS AND CONDITIONS APPLICABLE TO IT.

- 17.4 These limitations on liability and indemnities apply to the benefit of connec telecoms and connec telecoms affiliates, directors, officers, employees, contractors, agents and other representatives, as well as any third parties whose networks are connected to the connec telecoms System.
- 17.5 Nothing contained in this clause 17 will limit the Client's liability in respect of charges incurred for ongoing Services.
- 17.6 If the Consumer Protection Act 68 of 2008 is applicable to this Agreement, and any provision of this clause 17 is found by a court or tribunal with jurisdiction over connec telecoms to be unfair, unreasonable or unjust, then that provision (whether it be a word, phrase or sub-clause) will be severed, and the remainder of this clause 17 will have full force and effect.
- 17.7 In the case of ambiguity, this clause 17 will take precedence over any expression of the Parties' intention, whether express or implied, that may be contained elsewhere in this Agreement.

18. Notices

- 18.1 All requests by the Client for the provisioning, modification or termination of Services, and for modification of contact and other personal information must be made via email and connec telecoms reserves the right to ignore any such request made in any other manner.
- 18.2 The Parties choose their addresses where they will accept service of any notices/documents for all purposes (apart from as described in clause 19.1) arising from this Agreement (domicilium citandi et executandi):
- 18.2.1 in the case of connec telecoms,
- 21 North Street
Derby, 0347
South Africa
- 18.2.2 in the case of the Client, the addresses set out in the most recent Service Order agreed between the Parties.
- 18.3 Either Party may vary its given postal address or other contact details by notifying the other Party in writing.
- 18.4 Any notice given in terms of this Agreement must be in writing and any notice given by any Party to another ("the addressee") which:
- 18.4.1 is delivered by hand will be deemed to have been received by the addressee on the date of delivery; or
- 18.4.2 if sent by fax during Business Hours, upon production of a satisfactory transmission report by the fax machine which sent the fax and if outside such Business Hours then at the beginning of the next Business Day; or
- 18.4.3 is transmitted by email will be deemed to have been received upon confirmation of receipt (not automated receipt) thereof by the addressee; or
- 18.4.4 is posted by pre-paid registered post from an address within the Republic of South Africa to the addressee at its chosen postal will be deemed to have been received by the addressee on the 7th (seventh) day after the date of posting.
- 18.5 Despite the above:
- 18.5.1 any notice that connec telecoms sends by email to an email account hosted on the connec telecoms System by the Client will be deemed to have been received by the Client on the date of transmission; and
- 18.5.2 if a written notice or communication is received by one of the Parties from the other, this will be adequate written notice or communication to that Party.

19. Interpretation & General

- 19.1 Whole Agreement. This Agreement is the whole of the agreement between the parties, and no document or statement not mentioned above will form part of it. Only a written variation, waiver or cancellation agreed to by both parties will be of any effect.
- 19.2 Applicable Law & Jurisdiction. The law of the Republic of South Africa will apply to this Agreement, its interpretation and any matter or litigation relating to or arising from it, and the parties consent to the jurisdiction of the courts of Republic of South Africa in this regard.
- 19.3 Survival. For the avoidance of doubt, any provision of this Agreement that anticipates any right or duty extending beyond the termination or expiry of this Agreement will survive the termination or expiry of this Agreement and continue in full force and effect.
- 19.4 No Indulgence. If one party chooses not to enforce any part of this Agreement, that does not mean that the party cannot enforce that part at a later time. If any part of the Agreement is found to be unenforceable, the rest will still be enforceable.
- 19.5 Representatives. The signatories hereto acting in representative capacities warrant that they are authorised to act in such capacities, and accept personal liability under this Agreement should they prove not to be so authorised.
- 19.6 Reading Down. If a provision of this Agreement is reasonably capable of an interpretation which would make that provision valid and enforceable and an alternative interpretation that would make it void, illegal, invalid or otherwise unenforceable, then that provision shall be interpreted, so far as is possible, to be limited and read down to the extent necessary to make it valid and enforceable.
- 19.7 Severance. In the event that any part of this Agreement is found to be partially or fully unenforceable because it does not comply with any law, or for any other reason, this will not affect the application or enforceability of the remainder of this Agreement.