

SmartGuard Terms and Conditions

1. IMPORTANT NOTICE:

1.1. By signing or initialling or otherwise entering into this agreement the Client agrees to the terms and conditions contained in this document. If there is any provisions in this Agreement that the Client does not fully understand, the Client should please ask for an explanation before signing. This Agreement contains similar clauses to this notice which:

1.1.1. may limit the risk or liability of CAH or a third party;

1.1.2. may create risk or liability for the Client;

1.1.3. may require the Client to indemnify CAH or a third party; and/or

1.1.4. serve as an acknowledgment, by the Client, of a fact.

1.2. The Client's attention is drawn to these clauses because they are important and should be carefully noted. The rights which the Client has in terms of this agreement are in addition to and do not affect the statutory rights and remedies the Client may have under consumer protection law. In the event of conflict between this Agreement and consumer protection law, the Client's statutory consumer protection rights will prevail. Nothing in this document is intended to, or must be understood to unlawfully restrict, limit or avoid any rights or obligations created for the Client or CAH in terms of unalterable provisions of applicable laws.

2. DEFINITIONS

2.1. "**Agreement**" means this agreement;

2.2. "**Business Days**" means any day other than a Saturday, Sunday or public holiday as gazetted by the government of the Republic of South Africa from time to time;

2.3. "**Business Hours**" means Monday to Friday between the hours 08H30 to 16H00 excluding public holidays;

2.4. "**CAH**" means CAP AT HOME NPC (Registration No. 2009/020160/08), a non-profit company incorporated in terms of the Companies Act, No 71 of 2008 (as amended), and shall wherever the term is utilised in this Agreement, include where appropriate, any party **within the CAP Group** to which CAH cedes or assigns any of its rights or obligations under this Agreement, as well as any of its employees, agents, assigns, directors and personnel;

2.5. "**CAP Group**" means collectively CAP ADMIN NPC, CAP NPC, CAP AT HOME NPC, and includes any other company falling under the CAP brand, from time to time;

2.6. "**Commencement Date**" means the date that the Client (or his representative) signs the Agreement;

2.7. "**Equipment**" means the closed circuit television cameras and/or any other security related equipment bought by the Client from CAH and installed by CAH at the Client's Property;

- 2.8. **“Cancellation Fee”** means the cancellation fee set out in clause 18.2 of this Agreement;
- 2.9. **“Client”** means any person being the other contracting Party to this Agreement as named in this Agreement to whom the Service is to be performed, subject to payment being made as set out in clause 11 of this Agreement;
- 2.10. **“CPA”** means the Consumer Protection Act No 68 of 2008 (as amended);
- 2.11. **“Fees”** means collectively or separately and individually, depending on the context, the fees as set out in clause 11.1 of this Agreement and includes the Cancellation Fee;
- 2.12. **“CAP”** means CAP NPC (registration number 2009/019046/08), a non-profit company incorporated in terms of the Companies Act, No 71 of 2008 (as amended);
- 2.13. **“Parties”** means collectively or separately and individually, depending on the context, CAH and the Client and **“Party”** shall have a corresponding meaning;
- 2.14. **“Personal Data”** means any information relating to a Client stored in electronic or any other format whatsoever;
- 2.15. **“Property”** means the premises and property located at the address given by the Client in this Agreement;
- 2.16. **“Purchase Price”** means the purchase price of the Services and/or Equipment; and
- 2.17. **“Services”** means the services to be performed by CAH to the Client, as nominated by the Client in this Agreement which includes the installation, monitoring, maintenance, repair, and/or reinstallation of the Equipment, if any.

3. PURCHASE OPTION

- 3.1. CAH hereby sells the Equipment to the Client who hereby purchases the Equipment against payment of the purchase price.

4. COMMENCEMENT, DURATION AND CANCELLATION

- 4.1. This Agreement will commence on the Commencement Date, and will endure for a fixed term of 36 (thirty six) calendar months following completion of handover to the Client.
- 4.2. Possession of the Equipment shall be given to the Client once the amount set out in clause 11 of this Agreement has been fully paid.
- 4.3. This Agreement will endure for a fixed term of 36 (thirty six) calendar months following its commencement (**“Fixed Period”**), where after it shall continue on a month to month basis, indefinitely until cancelled or terminated in accordance with the provisions of this Agreement.
- 4.4. Either Party may cancel the Agreement at any time (including after the Fixed Period); CAH must give not less than 20 (twenty) business days’ notice to cancel the Agreement but the Client must give not less than 3 (three) calendar months’ notice to

cancel the Agreement; however, in order for the Client to validly cancel the Agreement, the Client must send CAH the completed CAH cancellation form as well as proof of payment of the Cancellation Fee. CAH shall notify the client of the Cancellation Fee as soon as reasonably possible after the Client has indicated his intention to cancel.

5. INSTALLATION OF THE EQUIPMENT

5.1. The Client shall during Business Hours provide CAH and its sub-contractors with safe access to and egress from the Property for the purpose of installing the Equipment, and the Client further agrees during the currency of this Agreement to allow CAH reasonable access during Business Hours to the Property to inspect or effect repairs to the Equipment.

5.2. Within 30 (thirty) days after going live with the system, the Client may raise any issues with such Equipment to CAH. CAH shall reasonably endeavour to resolve such issues within a reasonable time period. Failure to raise any such issues shall be deemed to constitute acceptance by the Client that the Equipment has been properly installed and is in good working order. In addition, if any issues have been raised the aforesaid deeming mechanism shall apply to those Equipment to which such issues do not relate to.

5.3. Any alterations to be made to the Client's Property or structure of the Property, as the case may be, which are necessary for the proper installation of the Equipment, or any repairs arising from such installations, shall be at the Client's own costs.

5.4. Should the installation of the Equipment be delayed, or should CAH be unable to commence and/or complete the installation of the Equipment as a result of an act or commission or omission of the Client, then Client may be required to bear CAH and/or CAH's sub- contractors costs of such delay and shall pay the costs to CAH or its sub-contractors, on receipt of an invoice therefor.

6. OWNERSHIP OF THE EQUIPMENT

6.1. The risk in and benefit to the Equipment shall pass to the Client upon the Client taking possession of the Equipment.

6.2. Ownership and title of the Equipment shall pass to the Client upon payment of the full purchase price to CAH.

6.3. Warranty Clause – CAP warrants all workmanship at the client's property within reason.

6.4. CAP undertakes to ensure that the client shall be entitled to the benefit of all manufacturer warranties and guarantees applicable to the Equipment, if any.

7. CONNECTIVITY

7.1. The Service and Equipment is wholly dependent on and subject to a functional and live uncapped internet connectivity (of a standard and specification sufficient to enable

live-streaming of the data) in order to function, such that any connectivity failure or delay will severely hamper or prevent CAH from performing, or timeously performing, the Service.

7.2. CAH will contact the client via the Whatsapp group or call the Client should CAH determine or discover that the Client's internet connectivity has failed.

7.3. If with special arrangement CAH will procure the internet connectivity on behalf of the client:

7.3.1. CAH will procure that the Equipment is connected to the internet in a manner (of CAH's choosing) at the Property;

7.3.2. should CAH determine that any existing connectivity is not sufficient, then CAH shall deliver a quote to the Client to upgrade the connectivity, and if agreed by the Client, then such costs shall be for the account of the Client;

7.3.3. CAH will use its reasonable endeavours to procure that any downtime or other errors are rectified within a reasonable time period, and the Client will timeously permit CAH access to the Property in order to do so; and

7.3.4. the Client acknowledges that the internet connectivity will be provided by a sub-contractor of CAH's and thus CAH will be wholly dependent on such sub-contractor to provide or rectify any issues concerning the Equipment's internet connectivity. As a result, CAH shall have no liability whatsoever in relation to or as a result of any issues or failure of any internet connectivity.

7.4. If the Client uses or procures its own Connectivity Option, then:

7.4.1. the Client shall be obliged to ensure that the internet connectivity is fully functional (as per CAH's standards and specifications) at all times, on a 24/7/365 day basis;

7.4.2. any use of the internet connectivity by the Client may impact on the ability of CAH to perform the Service; and

7.4.3. any downtime or failure of the client's internet connectivity shall not entitle the Client to any discount or reduction in any of the Fees.

8. MAINTENANCE

8.1. If the Maintenance Option is selected in the Smart Guard Proposal:

Clients who select the maintenance option ("**Maintenance Option**") will be entitled to those maintenance benefits set out in such product offering. Any additional labour and all materials shall be for the account of the Client. Should the Client require a quote for such additional costs or should CAH believe the maintenance work to be more than usual (in its reasonable opinion), then CAH shall provide the Client with a fee quote for the maintenance work before commencing.

8.2. If the Maintenance Option is not selected in this Agreement:

8.2.1. The Client will ensure that the Equipment at all times is in a good working condition and for this purpose, will:

- 8.2.1.1. maintain the Equipment and all parts thereof in good order and condition;
 - 8.2.1.2. attend to such repairs and provide such replacement Equipment as may be required from time to time;
 - 8.2.1.3. procure that such Equipment is appropriately covered by an insurance policy covering the risk of loss, damage and theft; and
 - 8.2.1.4. notify CAH of any damage to, loss or theft of the Equipment when it becomes aware.
- 8.2.2. If the Equipment is damaged or malfunctions, CAH shall provide reasonable assistance to the Client in order to make any claim under any manufacturer warranty or guarantee, if applicable. If any claim is unsuccessful, then the cost of repairing or replacing such Equipment shall be for the Client's account.
- 8.3. Maintenance for All Clients:
- 8.3.1. Maintenance shall be charged by CAH at the then prevailing fee rate and shall be paid by the Client in accordance with clause 11.1.3 of this Agreement.
 - 8.3.2. If CAH becomes aware of any material defect or damage to the Equipment, after it has been installed on the Client's Property, then CAH shall notify the Client and the Client shall be responsible for the replacement or repair of such Equipment at the Client's own costs.
 - 8.3.3. CAH shall not be liable or responsible for any delay in performance of the Services due to the Client's defective or damaged Equipment.

9. CLIENT OBLIGATIONS

9.1. The Client:

- 9.1.1. will insure the Equipment;
- 9.1.2. will ensure that there is power at the Property at all times in order for the Equipment to function and for CAH to perform the applicable Services. Alternatively, CAH can provide the Client with the necessary product at a fee as determined by CAH that provides power to the Equipment during power outages;
- 9.1.3. will notify CAH of any alteration or modification to the Property, which might affect the proper functioning of the Service;
- 9.1.4. will ensure that CAH receives any amendments to the Client's details and Personal Data as soon as possible after such amendments have been executed; and
- 9.1.5. may, in the event that the Equipment is damaged or malfunctions, request CAH to repair or replace such Equipment, at the Client's election and at its own costs.

9.2. The Client hereby acknowledges and agrees that:

- 9.2.1. CAH has the right to position and place the Equipment on the Property as CAH deems fit for the purpose of ensuring that CAH can provide the Services efficiently;
- 9.2.2. if the Client subsequently moves, alter or modifies the Equipment or any part thereof without CAH's prior knowledge and/or written consent, then CAH will not be held liable for any occurrence of any Events (as defined in clause 10.3);

9.2.3. in the event that clause 9.2.2 applies, CAH will not be held liable for its inability to perform its obligations in respect of the Equipment and/or Service delivery as set out in this Agreement;

9.2.4. CAH has the right to suspend this Agreement for as long as, and if the Client fails to:

9.2.4.1. make payment once notice has been given;

9.2.4.2. misuse the system (including, but not limited to, failure to comply with reasonable instruction to make repairs or adjustments to the system); and/or

9.2.4.3. adhere to clause 9.1 of this Agreement;

9.2.5. CAH and/or its sub-contractor(s) has the right of access to the Property and egress therefrom at any time deemed necessary, during Business Hours in order to perform its obligations in terms of this Agreement;

9.2.6. if any crime occurs (or in CAH's reasonable discretion, is about to occur) on the Property in which CAH becomes aware through the Equipment, CAH will elect to contact in its sole and absolute discretion:

9.2.6.1. the Client at the details provided in this Agreement;

9.2.6.2. the Client's nominated alternative contact person at the details provided in this document;

9.2.6.3. the Client's armed response security service provider (at the details provided in this Agreement). In the circumstances, the Client hereby authorises CAH for the duration of this Agreement to contact its armed response security service provider as aforesaid. Should CAH require any specific password or PIN code to initiate any armed response, then it shall be the responsibility of the Client to timeously provide such information to CAH (and to timeously provide any updates thereto); and

9.2.6.4. the South African Police Services;

9.2.7. if the Client's armed response security provider is a member of the CAP Group, then in conjunction with the notifications set out in clauses 9.2.6.1 and 9.2.6.2, of this Agreement the Client's armed response security provider will be automatically dispatched to the Property.

10. OBLIGATIONS OF CAH

10.1. CAH shall use the Equipment to perform the Service on a best-efforts basis, subject to internet connectivity and the available resources of CAH at the relevant time.

10.2. The Client acknowledges and agrees that the Service is a deterrent to crime only, and is not preventative in nature. As such, CAH does not in any way guarantee the prevention of any crime arising.

10.3. CAH and/or its sub-contractors will not be liable, whether in contract or delict, for any reason whatsoever for any injury, personal attack, or death to the Client or any other person occupying or in close proximity to the Property, or for the loss, damage or

theft to any item situated on, or in close proximity to the Property or to any damage to the Property or in respect of searching or arresting any person on the Property ("Events") unless such claim is caused by any intentional act or omission or by any gross negligence on the part of CAH.

10.4. CAH gives no warranty or guarantee that its personnel will be able to prevent or minimise any Events but will use its reasonable endeavours, in its professional judgement (CAH shall be entitled to elect which reasonable endeavour to perform) to do so.

10.5. The Client hereby indemnifies and agrees to hold CAH and/or its sub-contractors harmless against any claim of whatsoever nature which may be brought against CAH by any party at any time as a result of occurrence of any of the Events.

10.6. The indemnity set out in clause 10.5 of this Agreement is provided irrespective of whether the Event(s) was caused by any negligent act or omission, or arising from any delay, on the part of CAH in the provision of the Service, or as a result of any delay in, or the defective installation of the Equipment, or a failure to repair and/or timeously and/or properly repair or replace any of the Equipment.

10.7. In circumstances where the Client is protected under the CPA, the provisions of clauses 10.3 and 10.6 of this Agreement shall apply irrespective of whether the Event was caused by any negligent act or omission on the part of CAH in the provision of the Services, or the defective installation of the CAH Equipment. The provisions of this clause 10 do not purport to, nor do they, exclude CAH's liability for it or its sub-contractors or its employees' intention or gross negligence.

10.8. Notwithstanding the provisions of this clause 10, and the indemnity provided herein, if for whatever reason CAH becomes liable to the Client upon the happening of any Event, then notwithstanding anything to the contrary contained herein, CAH's maximum liability to the Client and any other person occupying or in close proximity to the Property shall under no circumstances whatsoever exceed the amount for which CAH's insurer has agreed to accept liability under CAH's policy of insurance.

10.9. Under no circumstances shall CAH be liable whatsoever for any indirect or consequential loss or damage, or for loss of profits which the Client may sustain, arising from the happening of any Event (whether or not such loss or damage was foreseen at the time of entry into this Agreement).

10.10. CAH shall not be under any obligation to provide the Services to the Client until the Commencement Date.

10.11. CAH shall not be under any obligation to provide the Services should this Agreement be terminated or suspended (for the period of the suspension) in terms of clause 9.2 of this Agreement.

THE CLIENT TO INITIAL HERE TO CONFIRM UNDERSTANDING AND ACCEPTANCE OF THIS CLAUSE:

INITIALS: _____

11. FEES AND PAYMENT

11.1. The Client shall pay to CAH:

11.1.1. for each month during the term, in advance, the relevant service fee for performing the Services to the Client during such month, as specified in the payments section of this Agreement and/or Smart Guard proposal, on or before the 1st of each month;

11.1.2. by way of reimbursement or in advance, depending on the method of connectivity, if the Connectivity Option is selected, for each month during the term, in arrears or in advance, depending on the method of connectivity, the connectivity cost incurred by CAH in respect of such month;

11.1.3. on presentation of an invoice therefor, a fee for any maintenance performed by CAH on the Equipment during any month;

11.1.4. if the Maintenance Option is selected, for each month during the term, in advance, the fee in respect of the Maintenance Option for such month (regardless of whether any maintenance was performed in such month); and

11.1.5. the purchase price of the Equipment as specified on the payments section of this Agreement and/or Smart Guard Proposal as follows:

11.1.5.1. 75% (seventy five percent) of the purchase price shall be due, owing and payable on the date of signature hereof by the Client; and

11.1.5.2. 25% (twenty five percent) of the purchase price shall be due, owing and payable within 1 (one) week from the date of installation of the Equipment.

11.2. All Fees payable by the Client to CAH under this Agreement are, unless otherwise specified, exclusive of value-added tax thereon at the prescribed rate, which value-added tax at the prescribed rate shall be added to the relevant Fee.

11.3. Unless otherwise agreed by CAH, all payments to be made by the Client to CAH under this Agreement shall be made by way of debit order to the credit of a bank account nominated from time to time by CAH in writing. If CAH has agreed to payment by electronic funds transfer, and if payment has not been duly made within 7 (seven) days from the due date of payment of any Fees, then the Client hereby consents to CAH debiting all such amounts that are and may in the future become due, owing and payable hereunder by way of debit order against the Client's bank account specified in this Agreement.

11.4. CAH shall be entitled in its discretion to increase any Fee, provided such increase is reasonable. CAH undertakes to provide the Client with 1 (one) calendar months' notice of any such increase via email to the address provided to CAH.

11.5. The Client shall be obliged to sign a debit order form in favour of CAH in respect of the Fees payable under this Agreement.

11.6. CAH may perform a credit information search on the Client at a credit information bureau of CAH's choice and monitor the Client's payment behaviour by researching the Client's record at one or more credit information bureaux and use new information and data obtained from a credit information bureau in respect of the Client's future credit applications. CAH may record the existence of the Client's account with any credit information bureau, record and transmit details of how the Client has performed in terms of this Agreement reflecting how the account has been conducted by the Client and how it has met its obligations in terms of this account. In the event of any non-payment by the Client which is not timeously remedied (in the reasonable opinion of CAH), CAH may either adversely list the Client at any relevant credit bureau and/or hand such debt over to CAH's debt collectors, in accordance with the procedures as set out in the National Credit Act, 2005 ("National Credit Act").

11.7. All payments to be made by the Client to CAH in terms of this Agreement shall be made free of any set-off, deductions or withholding of whatsoever nature (including, without limitation, any taxes) and without demand into the account given by CAH or to such other address or account in South Africa as CAH may from time to time notify in writing to the Client.

12. SUB-CONTRACTORS

12.1. CAH may from time to time employ sub-contractors to carry out its duties under this Agreement. Where necessary all sub-contractors will be duly registered in accordance with the Private Security Industry Regulations Act 56 of 2001.

12.2. The list of sub-contractors and their details as required in terms of the CPA will be listed from time to time on the CAH website.

13. SIGNAGE

13.1. For the duration of this Agreement, CAH shall be entitled to display signage at the Property, advertising its identity and presence.

13.2. The Client shall allocate a suitable area visible to the public at the Property for this purpose.

13.3. The Client shall not deface, damage or remove the signage erected by CAH.

14. DATA COLLECTION, OWNERSHIP AND TRANSFER

14.1. The Client hereby authorises CAH to collect any Personal Data from the Client or from any third party whatsoever insofar as it is relevant to this Agreement or the provision by CAH of the Services.

14.2. The Client hereby acknowledges that:

14.2.1. any Personal Data collected by CAH from the Client, or in relation to the Client from any third party, becomes the property of CAH upon such collection;

14.2.2. CAH is entitled and authorised by the Client to process and store any such Personal Data in any manner it deems fit;

14.2.3. CAH is entitled and authorised by the Client to transfer any Personal Data to any partner or entity within the CAP Group, details of which will be freely available on the CAP Group website www.capcommunity.co.za ; and

14.2.4. the Client has read and agrees to CAH's External Privacy Statement which is available on the website www.capcommunity.co.za/privacystatementcap .

15. DOMICILIUM AND NOTICES

15.1 The Client hereby appoints the address of the Property stipulated in this Agreement as its chosen domicilium citandi et executandi at which address CAH shall be entitled to deliver all court notices, court pleadings and processes and any other documentation.

16. CESSION AND ASSIGNMENT

16.1. CAH shall have the right to cede, delegate and/or transfer and/or assign all or any portion of its rights and obligations under this Agreement to any other suitably qualified party provided the Client will be notified of the transfer.

16.2. The Client expressly agrees that it has no objection to the right of cession, delegation, transfer and assignment afforded to CAH in the manner set out in this Agreement, and expressly agrees that the rights and obligations which CAH has and enjoy under this Agreement shall apply mutatis mutandis (apply in the same manner) to any third party to whom CAH has ceded, delegated, transferred and/or assigned any of its rights and/or obligations.

16.3. The Client further agrees that all indemnities and waivers of liability stipulated in this Agreement in favour of CAH shall likewise apply mutatis mutandis (will apply in the same manner) and be of full force and effect insofar as the Client is concerned, to and in favour of CAH and of any other third party to whom CAH has ceded and/or delegated and/or assigned and/or transferred all or a portion of its rights and obligations in the manner contemplated in this Agreement.

16.4. Save with the written consent of CAH (which consent shall not be unreasonably withheld) the Client shall not be entitled to cede, delegate, transfer or assign (including by way of operation of law) any of its rights or obligations under this Agreement to any third party.

17. BREACH

17.1. If the Client fails to pay any payment due in terms of this Agreement or be in breach of this Agreement, and does not pay the due and payable amount after a period

of 7 (seven) days (20 (twenty) days in the case of a natural person) written notice to remedy such breach, or within the aforementioned period, then CAH shall be allowed to:

17.1.1. suspend the rendering of the Service (or portion thereof) in terms of this Agreement (unless CAH has elected to cancel this Agreement in the manner contemplated in 17.1.3) and shall not be obliged to render any Service until the amounts outstanding have been paid in full;

17.1.2. claim immediate payments of all amounts, whether then due for payment or not under this Agreement, which rights shall be in addition to CAH's right to cancel this Agreement as per clause 17.1.3 of this Agreement. A certificate signed by a person employed by CAH shall constitute prima facie (face value) proof of the amount due, owing and payable by the Client; and/or

17.1.3. cancel this Agreement without further notice, in which case CAH shall (in addition to the rights afforded in clauses 17.1.1 and 17.1.2 of this Agreement), become entitled to claim as liquidated damages, payment of the balance of the total Fees for the unexpired portion of this Agreement.

17.2. Furthermore, the Client has the right to cancel this Agreement at any time after the later of:

7.2.1. giving CAH no less than 20 (twenty) Business Days' notice of its intention to cancel this Agreement at which point CAH will levy the Cancellation Fee; and

17.2.2. delivering to CAH a completed and signed copy of CAH's cancellation form (which form CAH will provide to the Client upon receipt the Client's notice of intention to cancel).

17.3. Should CAH be in breach of any provision of this Agreement, and remain in default after having been afforded a period of 7 (seven) Business Days' written notice to remedy such breach, the Client shall be entitled, without prejudice to any alternative or additional right of action or remedy to:

17.3.1. cancel this Agreement; and/or

17.3.2. claim specific performance (with or without a claim for damages).

17.4. Notwithstanding anything to the contrary contained herein, if this Agreement is cancelled for whatever reason then the indemnity referred to in clause 10 of this Agreement shall survive any cancellation and be and remain of full force and effect.

17.5. CAH shall be entitled to recover from the Client all costs, expenses and payments including costs on an attorney and own client scale as a result of the Client's breach of this Agreement.

17.6. The Client shall not be entitled to cancel this Agreement or claim damages or remission of any Fees as a result of a delay in performance by CAH due to:

17.6.1. floods;

17.6.2. riots, civil disturbance, war;

17.6.3. strikes;

17.6.4. unavailability of components of whatsoever nature for the Equipment and/or ancillary equipment;

17.6.5. power failures or load-shedding;

17.6.6. force majeure – other circumstances beyond the control of CAH or its sub-contractor; and/or

17.6.7. for any other reason beyond the control of CAH that directly affects the provision of the Services to the Client.

18. CANCELLATION FEE

18.1. If at any time during the Fixed Period (i) the Client elects to cancel this Agreement, or (ii) CAH terminates this Agreement in accordance with the provisions of clause 17.1 of this Agreement (each being a “Trigger Event”), then the Client shall be obliged to pay the Cancellation Fee (plus value-added tax thereon) to CAH.

18.2. The Cancellation Fee shall be calculated by CAH at the relevant date of occurrence of the Trigger Event and such fee shall be a reasonable fee (as permitted by the National Credit Act) taking into account, amongst other factors (and in weightings determined by CAH):

18.2.1. the duration of the Fixed Period remaining; and

18.2.2. the cost to CAH to terminate (including any onboarding, operation, connectivity, acquisition, technical and removal of Equipment costs, including any damages and/or penalties as a result thereof) any connectivity.

18.3. CAH shall notify the Client of the Cancellation Fee within 30 (thirty) days of the Trigger Event occurring.

18.4. The Cancellation Fee shall be payable within 30 (thirty) days of the notification by CAH, by electronic funds transfer to the credit of a bank account nominated by CAH in writing. Alternatively, the Client hereby consents to CAH debiting such Cancellation Fee by way of debit order against its bank account to which the Fees are debited.

19. GENERAL

19.1. This Agreement constitutes the whole agreement between the Parties relating to the subject matter hereof and supersedes any other discussions, agreements and/or understandings regarding the subject matter hereof. No amendment or cancellation of this Agreement or any provision or term hereof shall be binding unless recorded in a written document signed by the Parties.

19.2. CAH reserves the right to, from time to time, amend the contract between CAH and the Client where such amendments do not unreasonably impact the Client. The amendments will be communicated to the Client 30 (thirty) days before the said amendments come in effect. The Client can provide CAH with any objections within the 30 (thirty) day notice period, failing which the Client hereby consents to the

amendments as aforesaid. In the event that the Client has objections to the amendments, CAH will review and consider the objections in light of the purpose of the relevant amendments.

19.3. The clause headings in this Agreement are for reference purposes only and will not be used in the interpretation thereof.

19.4. Unless the context clearly indicates a contrary intention, expressions which denote any one gender shall include other genders.

19.5. A person shall include a natural person, a juristic person, or any other legal person.

19.6. The singular shall include the plural.

19.7. When any particular number of days is provided for the doing of any act or for any other purpose, the reckoning shall exclude the first day and shall include the last day, which shall not include any Saturdays, Sundays and public holidays which will occur during this period.

19.8. Any sections or annexures annexed to this Agreement shall be deemed to be incorporated herein, and shall form an integral part of this Agreement.

19.9. If any provision in the definition section is a substantive provision conferring any right or imposing any obligation on any party, then notwithstanding that it is only in the interpretation clause, effect shall be given to it as if it were a substantial provision in this Agreement.

19.10. The contra proferentem (interpretation of this Agreement is against whom drafted same) rule shall not apply and accordingly none of the provisions hereof shall be construed against or interpreted to the disadvantage of the party responsible for the drafting or preparation of such provision.

19.11. No indulgence which CAH may grant to the Client shall constitute a waiver of any of its rights, and CAH shall not thereby be precluded from exercising any rights against the Client which may have arisen in the past or which might have arisen in the future.

19.12. The law applicable to this Agreement shall be that of the Republic of South Africa.

19.13. Any provision in this Agreement which is or may become illegal, invalid or unenforceable in any jurisdiction affected by this Agreement shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be treated pro non scripto and severed from the balance of this Agreement, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

19.14. No part of this Agreement shall constitute a stipulatio alteri in favour of any person who is not a Party to this Agreement unless the provision in question expressly provides that it does constitute a stipulatio alteri.

19.15. This Agreement may be executed in more than one counterpart, each of which together shall constitute one and the same instrument. Any Party may enter into this Agreement by signing any such counterpart.

20. SURETY

20.1. Any person signing on behalf of the Client in a representative capacity confirming the acceptance of these terms and conditions, by his signature, hereby consents to and binds himself, under renunciation of the benefits of excussion and division (meaning the surety cannot require CAH to first proceed against the Client before proceeding against the surety and that the debt of the surety is not divided between it and the Client), as a surety and co-principal debtor in solidum (as one) with the Client for the payment by it to CAH of all amounts which may at any time become owing to CAH by the Client from any cause whatsoever and howsoever arising.