

STANDARD TERMS & CONDITIONS

1. Definitions

In this agreement, unless inconsistent or otherwise indicated by the context, the following terms shall bear the following meanings: activation means the date on which we permit you to use the services over the CPE; agreement means the application form together with all annexure's and these standard terms and conditions; application form means the form completed by the subscriber indicating choices of service and equipment which constitutes an order; capping limits or cap means the limit which SP may impose on usage or spend by a subscriber on a particular package in any one or more months; charges mean the connection charges, monthly service charges, out-of-package charges, usage charges and any other charges pertaining to the provision of the services and any other services provided to the subscriber, which will be provided to you in the application form or on the SP website, or otherwise by notice from time to time;

CPE means Subscriber premises equipment including, modems, gateways, the antennas and communication cards installed on a subscriber's premises to send and/or receive a signal via a radio or fibre link and may include any other special equipment provided by us; coverage area means the physical geographic area within which the services are provided by us; DTI means the Department of Trade and Industry; effective date means, notwithstanding the date of signature of the application form, the date of activation; force majeure means an event which is beyond the SP's reasonable control for example civil riot, strikes, flood, storm, or fire, or faults or interruptions to any other network forming part of the SP network which is not owned and operated by the SP;

ICASA means the Independent Communications Authority of South Africa; licence means the licence/s granted to the SP by ICASA to provide electronic communications services over an electronic communications network, and includes any codes of conduct or regulations also applying to the SP; monthly data allocation means that amount of data in bits which the subscriber is permitted to access over the SP's network using CPE or otherwise as permitted by the SP, the balance of which can be transferred to another subscriber of the SP at the subscribers written request; insurance means the insurance which can be purchased at the subscriber's option to insure the CPE, in accordance with the insurer's policy terms and conditions; services means any one or more of our wireless or fibre Internet access services, value-added Internet Protocol (IP) services, virtual private network (VPN) services, corporate managed data network services, closed user group and video conferencing services, voice services and any other services made available to the subscriber

Installation address on a fixed basis by the SP; SP means Service Provider

SP numbers means the mobile access numbers, IP address, unique user name or subscription numbers used to identify subscribers to the services; Service Provider or us means Brilliant Konnect (Pty) Ltd, Reg No. 2015/091225/07 a company duly incorporated under the Laws of South Africa, SP's head office means the SP's premises situated at 34 Hornbill Road, Meadowhurst; Randburg, Gauteng, South Africa;

SP network means the network owned and operated by the SP under its licence, or any network which is used by the SP in order to provide the services; party/ies means us and you or either of us;

renewal period means 1 (one) or more periods of 1 (one) calendar month during which time services continue to be made available and you continue to be liable to pay for them;

subscriber or you means the party who has signed the subscriber agreement; top up means the additional usage which the subscriber is permitted to purchase, over and above any monthly data allocation or capping limits that apply to the subscriber's package; usage means actual use of services by the subscriber resulting in the subscriber incurring charges; VAT means value added tax as provided for in the Value Added Tax Act 89 of 1991.

2. Commencement and termination

2.1 The agreement shall commence on the effective date and shall thereafter continue for the period as selected in the application agreement and thereafter automatically, for an unlimited number of renewal periods unless terminated:

2.1.1 by the subscriber, by giving to the SP a written notice of termination of not less than 1 (one) calendar month; and/or

2.1.2 by the subscriber, within a period of 7 (seven) days from the effective date, if the subscriber does not find the service fit for use, provided that the subscriber shall return all CPE and make payment in full for all usage; and/or

2.1.3 by the SP, on written notice to the subscriber as set out in this agreement; or

2.1.4 by the SP without notice if, for any reason, the licenses are withdrawn, amended or suspended.

2.1.5 by the SP if, in the SP's opinion it is unable to continue supplying the services for any reason whatsoever.

2.2 On termination by the subscriber for any reason any outstanding instalments on the CPE or the outstanding portion for the term of the application must be paid in full.

2.3 On termination the subscriber shall not be entitled to any refund for any amount whatsoever and the SP shall not be liable for any payment or damages

2.4 Within 7 days of termination the subscriber shall provide the SP unfettered and reasonable access to the installation address to recover the CPE.

2.3 The SP may accept or reject the application form in its discretion, and shall signify acceptance of the order placed by the subscriber in the application form by activation of the applied for services, at which time the agreement shall become binding on the SP. Activation will not take place until/unless the subscriber has provided all information required in the application form to the SP, and any additional information that the SP may require in order to obtain a credit clearance for the subscriber.

3. Supply, activation and use of CPE and services

3.1 The SP shall use reasonable endeavors to promptly comply with any supply and/or delivery and/or activation requirements recorded in the application form at the installation address recorded in the application form but shall not be liable to the subscriber if supply and/or delivery and/or activation is delayed or cancelled, for whatsoever reason. 3.2 It is expressly noted that the SP shall only be responsible for supplying the Services at the Installation address noted in the application form and not at any other address whatsoever. If the subscriber vacates the installation address the subscriber will remain liable for the payment for the services at the installation address for the remained of the contract period selected in the application form irrespective of whether the SP investigates providing the services at a different installation address or not.

3.3 The subscriber shall be responsible for obtaining all necessary approvals and authorities from any competent or regulating authority or body for the purpose of any such supply and/or installation and/or delivery and/or activation, and the subscriber hereby indemnifies the SP against any claim or liability suffered by the SP by reason of such approval and authorities not having been obtained or maintained as the case may be.

3.4 Should the Subscriber experience a disconnection from, or degradation in, the Services then the Subscriber can report such issue telephonically on +10 023 5050 or via email to connectivity@bkconnect.co.za The SP undertakes to respond to such reports within 24 hours.

3.5 All risk in and to the CPE shall pass to the subscriber on delivery. The CPE and all cabling shall remain the property of the SP 3.6 If any CPE is lost, stolen or damaged, the subscriber shall immediately notify the SP in writing to

connectivity@bkconnect.co.za The SP shall, as soon as is reasonably possible, replace the CPE. The subscriber shall be liable for the cost of this replacement CPE. Such loss, theft or damage and/or the replacement of the CPE and/or the allocation of a new mobile access number as a result, shall in no way be deemed to constitute a termination of the agreement which shall continue to be of full force and effect.

3.7 The subscriber hereby warrants and undertakes in favor of the SP that the subscriber:

3.1.1 shall not use nor allow the services to be used for any improper, immoral or unlawful purpose, nor in any way which may cause injury or damage to persons or property or an impairment or interruption to the services;

3.1.2 shall only use the CPE provided by the SP, and comply with relevant legislation and regulations imposed by any competent authority and all directives issued by the SP relating to the use of CPE and the provision of the services;

3.1.3 recognizes that no right, title or interest in the CPE or the software contained in the CPE issued to the subscriber vests in the subscriber.; and

3.1.4 shall not, nor permit any third party, to reverse engineer, decompile, modify or tamper with the software contained in or pertaining to any CPE.

3.7 Should the subscriber exceed the monthly data allocations, the subscriber is entitled to purchase top ups, subject to any capping limit imposed by the SP.

3.8 CPE must be used in accordance with our or the manufacturer's instructions. Other services provided to you by third parties are subject to their terms and conditions.

3.9 SP is not liable to replace any CPE that is not working as a result of wear and tear that is older than 12 months even if the subscriber has not fully paid for it's rental for the period of the contract and payment of any remaining instalments must be made in the usual way.

3.10 Services can only be provided in the coverage area and it is the responsibility of the subscriber to check that their requirements are satisfied in this regard.

3.11 The SP may issue one or more SP numbers to a subscriber, subject to payment of the charges, for usage related to that SP number. The SP number may be withdrawn if payment is not made for usage. Where the SP number constitutes a domain name or email address or any other number then, if this agreement is terminated for any reason, the SP may retain the domain name if the subscriber:

- has not paid for services and usage associated with that SP number, in full; and
- does not transfer that SP number to another service provider and notify the SP accordingly in writing.

3.12 You hereby consent to and authorizes SP to:

- disclose your name, address and personal details to any party whenever it is reasonably necessary for SP to properly perform its functions or protect its interests, or for the purpose of enabling the SP to provide directory or repair services; and
- contact you to inform you of new or different services which may interest you from time to time; and
- send marketing, promotional updates and client satisfaction surveys to you from time to time.

3.13 Use of the SP's website is subject to the website's own terms and conditions of use and may require you to use a password.

3.14 In the event Bkconnect is providing a connection using a fibre or wireless transmission network that is not owned by Brilliant Konnect, then the terms and conditions of that fibre or wireless network supplier are hereby incorporated in the terms and conditions of this contract.

4. Charges

4.1 In consideration for the provision of the services and the CPE supplied by the SP to the subscriber, the subscriber shall make payment to the SP of the applicable charges whether or not the services have been, or are being, used by the subscriber, according to the invoice provided to the subscriber by the SP by email (in which case the electronic version of the invoice is deemed to be the original invoice) or by post.

4.2 The SP may, by written notice to the subscriber, vary future charges, its invoicing procedure, or its payment procedure, either in whole or in part, by written notice to the subscriber with effect from the date specified in that notice.

4.3 Unless otherwise agreed to by SP in writing or unless the CPE rental is included in a term contract, the subscriber shall make payment to the SP:

- 4.3.1 for the delivery, installation and maintenance of CPE on presentation of an invoice and against delivery; 4.3.2 of monthly service charges and charges due under the instalment/rental plan monthly in advance and of all other charges including usage, monthly in arrears, within 7 (seven) days of receiving an invoice;
- 4.3.3 of the balance of the instalments/rental plan remaining on the contract in the event that the contract is cancelled by the subscriber or cancelled by the SP in the event that the subscriber has violated any terms of this agreement.
- 4.3.4 at the bankers of the SP in Gauteng. Where payment is made by the subscriber through a debit order, other electronic means or any other intermediary, the subscriber's bankers or other intermediaries shall be deemed to act as the subscriber's agent and the subscriber shall have discharged its obligations only upon payment being finally received by SP.
- 4.4 The subscriber may only rent the CPE and the CPE always remains the property of the SP.
- 4.5 If the SP requires payment for the services to be made by debit order, the subscriber will commit a material breach of the agreement if the subscriber:
- 4.5.1 cancels the debit order without the written consent of the SP;
- 4.5.2 changes his banking details without giving SP prior notification of such change; and/or
- 4.5.3 provides the SP with incorrect banking details.
- 4.6 The subscriber authorizes the SP to debit any bank account or credit card held by the subscriber, the details of which are reflected on the application form, for the charges owed by the subscriber to the SP in terms of this agreement, and if there are insufficient funds in one account then the subscriber specifically authorizes the SP to debit any other account. 4.7 The SP shall be entitled to levy an administration charge and the subscriber agrees to pay such a charge in the event that any debit order or other form of payment is returned unpaid from the account or credit card described in the application form.
- 4.8 The subscriber shall be liable to effect payment of interest to SP on the amount so owing at the prime interest rate as published from time to time by Standard Bank Limited plus 2% (percent), from due date to date of payment. 4.9 The SP's invoice shall be sent to the subscriber at the e-mail address supplied by the subscriber in the application form. It is the duty of the subscriber to check the invoice in order to ensure that the contents are correct. Unless a query is raised in respect of the contents of the statement within 30 (thirty) days from the date of the invoice, the contents of it shall be deemed to be correct.
- 4.10 Any migration from one package option to another shall be subject to the SP's approval in its discretion and SP shall be entitled to levy fees for migrations.
- 4.11 The SP may limit off-net (internet) and on-net (SP to SP) traffic in accordance with its capping limits from time to time. In the event of usage being capped, the SP may charge the subscriber for usage above the cap at its then applicable standard rates which may exceed the rates otherwise applying to the subscriber's package or usage and the subscriber hereby authorizes the SP to raise such additional charges.
- 4.12 Unless specifically stated otherwise, all prices and charges set out in the agreement are inclusive of VAT and are exclusive of any other applicable taxes or duties, and the subscriber remains liable to pay all such taxes in addition to the charges.
- 4.13 A certificate under the hand of any Manager of the SP (whose authority the SP does not have to prove) certifying the sum of any amount owing by the subscriber to SP shall be prima facie proof of its contents and sufficient proof for the purposes of enabling SP to obtain any judgment or order against the subscriber.
- 4.14 In the event of SP having to institute legal proceedings against the subscriber to recover amounts due to SP or for any other reason, the subscriber shall be liable for costs incurred by the SP on the scale as between attorney and own client.
- 4.15 The subscriber hereby consents to and authorizes SP to obtain information about the subscriber from any credit reference agency in the Republic of South Africa.
- 4.16 The SP may, without prejudice to any other rights which it may have under the agreement or at law: 4.16.1 notify credit reference agencies of any default by the subscriber; and 4.16.2 blacklist the CPE to prevent the further use thereof.

5. Suspension

- 5.1 The SP may at any time, without notice to the subscriber and in any manner whatsoever, suspend the subscriber's access to the services in the event that any emergency modification, maintenance or remedial work must be carried out in relation to the services or the SP network.
- 5.2 The SP may on notice to the subscriber as set out in clause 7, suspend the subscriber's access to the services in the event that the subscriber fails to perform any of his or her obligations, or breaches any terms of the agreement (in which event SP may also suspend the subscriber's use of the CPE), and the SP may charge a reconnection fee to connect the SP to services and/or CPE once the breach has been remedied to the SP's reasonable satisfaction.
- 5.3 If clause 5.2 applies, the subscriber will remain liable to pay all charges during any period of suspension.
- 5.4 SP will use its reasonable endeavors to inform the subscriber beforehand in the event of planned maintenance.

6. Liability

- 6.1 Without detracting from any of the other provisions of the agreement, SP shall not be liable to the subscriber for any loss or damage suffered by the subscriber, whether the same is direct, indirect, contractual, delicta, or consequential (including loss of profit or loss of business), in the event that:
- 6.1.1 SP fails for any reason whatsoever to deliver and/or provide installation of any CPE either on the required date or at all (provided the subscriber has not made payment for it); and/or

- 6.1.2 the services are interrupted, suspended or terminated for whatsoever reason beyond our reasonable control including force majeure; and/or
- 6.1.3 SP fails to suspend the provision of the services to the subscriber after the subscriber has specifically requested SP; and/or
- 6.1.4 such loss or damage was caused by any negligent act or omission on the part of SP, its employees or its agents; and/or
- 6.1.5 such loss was caused by or was contributed to by the subscriber's actions or omissions, including but not limited to allowing services to be accessed by someone else other than the subscriber.
- 6.2 The subscriber indemnifies the SP against any damage suffered by the SP as a result of the subscriber's breach of this agreement.

7. Breach

- 7.1 If the subscriber commits a breach of any of the terms and conditions hereof and remains in default for a period of 7 (seven) days after delivery to the subscriber of a written notice from the SP calling for such breach to be remedied, the SP shall be entitled forthwith and without further notice to the subscriber to terminate the agreement and claim the immediate payment of all sums of money payable by the subscriber including all outstanding usage charges and all instalments still owing under the instalment plan, whether or not then due, in either event without prejudice to the SP's right to claim such damages as it may have suffered by reason of such breach or failure.
- 7.2 The subscriber acknowledges that he/she is aware that the SP provides for, and purchases, the supply of bandwidth and equipment for the entire period of the contract and the subscriber is therefore liable for the payment of the full value of a premature termination of this contract by the subscriber.
- 7.3 Without prejudice to the provisions of clauses 2.1.3 and 7.1 above, the SP may forthwith terminate the agreement at any time by giving the subscriber written notice of termination if (a) the subscriber fails to make payment of any charges on or before the due date for payment; and/or (b) the subscriber within a twelve-month period calculated from a notice of breach, receives a further two notices of breach; or (c) in the event that the subscriber is sequestrated, liquidated or placed under judicial management, irrespective of whether any of the aforesaid are provisional or final; or voluntary or compulsory.
- 7.4 The subscriber will be liable for any, and all legal costs arising out of any breach and/or default. The subscriber shall be liable for any such legal costs on an attorney and own client basis, as well as any other collection commissions.

8. Insurance

- 8.1 SP acts as a collection agent for insurance brokers and/or underwriters in respect of the insurance. SP shall not be liable to the subscriber under any policy issued or claim declined pursuant to the subscriber's election to take insurance.
- 8.2 It shall be the responsibility of the subscriber to obtain and familiarize himself with the terms and conditions of the insurance policy applicable and the subscriber may request a copy from the SP at any time.
- 8.3 It shall be the responsibility of the subscriber to ensure that the premiums in respect of the insurance policy are paid timeously and in full.
- 8.4 Save as provided herein, any queries which the subscriber may have regarding or arising from the insurance of the CPE and related risks, shall be directed to the insurance administrators or brokers, as the case may be whose particulars may be obtained by the subscriber from SP.

9. General

- 9.1 Cession and assignment: The rights and obligations of the subscriber in terms of the agreement may not be ceded or delegated to any third party. The rights and obligations of SP in terms of the agreement may be ceded and delegated by it to any other party on written notice to the subscriber.
- 9.2 Passwords: It is the responsibility of the subscriber to keep all usernames and passwords confidential to prevent unauthorized access to the services and CPE. The SP shall not be held responsible in any way, for any damages or any loss the subscriber may suffer because of the username and/or password not held secure.
- 9.3 Interception: Subject to the provisions of Regulation of Interception of Communications and Provision of Communication-Related information Act (RICA), 70 of 2002, the subscriber acknowledges the SP may be obliged by law to intercept, block, filter, read, delete, disclose and use all communications sent or posted using the SP network.
- 9.4 Notices: Any notice in connection with the agreement must be addressed:
- 9.4.1 in the case of SP, to Brilliant Konnect, 34 Hornbill Road, Meadowhurst, Randburg, Gauteng or by email to connectivity@bkconnect.co.za; or
- 9.4.2 in the case of the subscriber, to the physical address, e-mail address and fax number set out in the application form and marked for the attention of the subscriber.
- 9.5 The notice shall be deemed to have been duly given 7 (seven) days after posting, if posted by registered post; on delivery if delivered to the party's physical address and confirmed by registered letter posted no later than the next business day; or on dispatch if sent to the subscribers email address, unless the addresser is aware, at the time the notice would otherwise be deemed to have been given, that the notice is unlikely to have been received by the addressee through no act or omission of the addressee. Either party may change its address for this purpose by notice in writing to the other party.
- 9.6 Entire contract: The Agreement contains all the express provisions agreed on by the parties with regard to the subject matter of the agreement and neither party may rely on any representation which allegedly induced that party to enter into the agreement, unless the representation is recorded in the agreement. 9.7 Amendment: The SP may amend these terms and conditions from time to time.

- 9.8 Waiver: No failure, delay, relaxation, or indulgence on the part of the SP in exercising any power or right conferred upon it in terms of this agreement shall operate as a waiver of such power or right, nor shall any such failure, delay, relaxation or indulgence be deemed to be a novation of any of the terms and conditions of this agreement.
- 9.9 Applicable law: The agreement shall be interpreted and implemented in accordance with the laws of the Republic of South Africa and the parties hereby submit to the exclusive jurisdiction of the Magistrates' Court of Johannesburg.
- 9.10 Disputes: All disputes in connection with this Agreement, its validity, interpretation, enforcement or cancellation or the service shall be dealt with in accordance with this clause
- 9.6.1 Any dispute arising out of this agreement which is brought to the attention of the SP by the subscriber, including a dispute about charges, shall be referred in the first instance to the legal department of the SP at connectivity@bkconnect.co.za. The SP will use its reasonable endeavors to resolve the dispute within a period of 10 (ten) days, provided that it has all relevant information. If either party is unhappy with the conduct or outcome of the dispute, then the dispute shall, on written demand by either Party, be submitted to arbitration in Pretoria in accordance with the rules of the Arbitration Foundation of Southern Africa ("AFSA") before a single arbitrator.
- 9.6.2 Should the Parties fail to agree in writing on an arbitrator within 10 (ten) Business Days after arbitration has been demanded, the arbitrator shall be nominated at the request of either Party by AFSA.
- 9.6.3 The decision of the arbitrator shall be final and binding upon the Parties and shall be carried into effect.
- 9.6.4 Nothing herein contained shall be deemed to prevent or prohibit a Party to the dispute from applying to the appropriate Court for urgent interdictory or interlocutory relief, pending the outcome of the arbitration. The Parties hereby consent to the non-exclusive jurisdiction of the High Court of South Africa, Gauteng Division, Pretoria in respect of such proceedings.
- 9.6.5 The Parties hereby irrevocably agree to arbitration pursuant to this clause 9.10 and neither Party shall be entitled to withdraw from arbitration or claim at any such proceedings that it is not bound by these arbitration provisions.
- 9.6.6 Any dispute resolution process under this clause 9.10 shall be conducted in camera and the Parties shall treat as confidential and not disclose to any third Party, details of the dispute submitted to arbitration, the conduct of the arbitration proceedings or the outcome of the arbitration, without the written consent of the other Party.
- 9.6.7 Under no circumstances will the Subscriber report the details of any dispute or complaint of this Contract or the Service or lack thereof on any social or public media platform such as Face Book or on publicly accessible internet sites such as Hello Peter and hereby agrees that any such proven action will be unfairly damaging to the Service Provider and that an amount of R10,000.00 (excl VAT) of each such proven violation of this clause is an equitable penalty that the subscriber will pay on demand by SP for the damages to its good name.
- 9.6.8 The provisions of this clause 9.10 will continue to be binding on the Parties notwithstanding any termination, cancellation or invalidity of this Agreement and are severable from the remainder of this Agreement.
- 9.11 If you require these terms and conditions in any other language, you may obtain them from connectivity@bkconnect.co.za
- 9.12 RICA; You acknowledge that Brilliant Connect or a third party Network Operator (as the case may be) may under the circumstances as prescribed in the Regulation of Interception of Communications and Provision of Communication Related Information Act, 2002 ("RICA"), be required to intercept, lock, filter, read, delete, disclose and use communications sent or posted via Bkconnect's or the Network Operator's network and you hereby consent to the undertaking of such activities by Bkconnect's and/or a third party Network Operator. Brilliant Connect and/or a third party Network Operator shall not be liable to you for any losses, liabilities, damages and claims and for any related costs and expenses suffered by you as a result of Brilliant Connect and/or a third party Network Operator performing any activity referred to in this clause.
- 9.13 A copy of RICA is available at <http://www.justice.gov.za/legislation/acts/2002-070.pdf>
- 9.14 Surety: If the application is made in the name of a juristic entity then the signatory on the application binds himself individually and severally with the entity for all undertakings, and liabilities incurred by the entity under this agreement.
- 9.15 Consumer status. In consequence of the recently released CPA, certain rights have been granted to a Subscriber who is a Consumer, as defined under the CPA. BRILLIANT KONNECT reserves the right to withhold any of these rights and / or resultant benefits until such time as the Subscriber is able to prove to BRILLIANT KONNECT, which proof may be in the form of a set of Financial statements or an identity document, that it is a Consumer / and or in the case of a right which it is wanting to exercise under section 14 of the CPA, that it is an Individual Consumer. Where the Subscriber is unable to show that it is a Consumer or Individual Consumer, in such an event BRILLIANT KONNECT reserves the right to reverse or call for restitution (a refund) of any rights or benefits which are permitted under the CPA and which the Subscriber has unlawfully taken advantage of.
- 9.16 Subscriber details and changes thereto. The Subscriber agrees to supply Brilliant Connect with such information, documentation and signatures that Brilliant Connect may reasonably require at the time that the Agreement is concluded, in order to give effect to the payment arrangements of the Agreement. Any subsequent changes that affect the information supplied to Brilliant Connect such as bank account, legal service address referred to under clause 13 and credit card details must be brought to the immediate attention of Brilliant Connect by the Subscriber in writing.
- 9.17 Cession. BRILLIANT KONNECT shall be entitled to transfer (cede) its rights and/or to delegate its obligations arising from the Agreement and/or (hand over) assign the Agreement, wholly or partly, to any third party and it will give the Subscriber reasonable notice of this fact. The Subscriber shall not be entitled to cede, assign, encumber or delegate his obligations arising out of the Agreement without the prior written consent of BRILLIANT KONNECT, which will not be unreasonably withheld.
- 9.18 Variation and Amendment. Subject to and save where the right to amend the Agreement, has been specifically mentioned under the Agreement, neither party may vary the terms of the Agreement unless the other party agrees to such variation and the variation is reduced to writing and signed by both parties.

9.19 *Whole Agreement.* This document read with the relevant Services Application Form (which is deemed incorporated herein by reference), contains the sole and entire record of the Agreement between the parties. No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein or otherwise created by operation of law and no indulgence, leniency or extension of time which either party ("the grantor") may grant or show to the other, shall in any way prejudice the grantor or preclude the grantor from exercising any of its rights in the future.

9.20 *Authority.* Where BRILLIANT KONNECT is represented by any duly authorized representative, BRILLIANT KONNECT's authority need not be proved. 9.21 *Duplicate and scanned version in place of original.* The Subscriber agrees that the Installation Application Form and the Agreement, in particular the face page may be scanned, and the paper version destroyed and agrees to the scanned version and waives his right to dispute the authenticity of the scanned version.

9.22 *Unsolicited marketing and right to opt out.* The Subscriber understands that, in terms of section 45 of the Electronic Communications and Transactions Act 25 of 2002, the Subscriber and in terms of the provisions of the CPA in the case of a Consumer, the Consumer or the Subscriber has the option to request BRILLIANT KONNECT to remove its relevant contact particulars from its data base in respect of direct marketing and/or unsolicited commercial and/or marketing communications by BRILLIANT KONNECT.

9.23 *Severability.* In the event of any one or more of these terms and conditions being unenforceable, these clauses will be deleted and severed from the remainder of the Agreement, which will nevertheless continue to apply, be binding and enforceable.

9.24 *Acts of God.* Except as specifically provided under the Agreement, BRILLIANT KONNECT shall not be liable to the Subscriber for any breach of these conditions or failure to perform any obligation as a result of any force majeure (event beyond its reasonable control) event, including but not limited to technical problems relating to the BRILLIANT KONNECT Network, acts of God, Government controls, restrictions or prohibitions or any other Government act or omission, whether local or national, any act or default of any supplier, agent or sub-contractor, industrial disputes, strikes, lockouts or work stoppages of any kind or any other similar or dissimilar cause, in so far as these are beyond BRILLIANT KONNECT's reasonable control. 9.25 *Indulgence and relaxing.* The failure of BRILLIANT KONNECT to enforce at any time the Agreement or any part thereof, or any right with regard thereto, must in no way be construed to be a waiver of the provision of the Agreement or to be an estoppel or novation or in any way to affect the validity of the Agreement. Any indulgence towards the Subscriber or the relaxing of the provisions of the Agreement must not prejudice the right of BRILLIANT KONNECT to insist on the strict compliance by the Subscriber of its undertakings and obligations in terms of the Agreement.

9.26 *Intellectual property rights.* Any intellectual property rights vesting in BRILLIANT KONNECT, whether by statute or common law, will remain

vested in BRILLIANT KONNECT and the Subscriber agrees not to do anything or allow anything to be done that may infringe BRILLIANT KONNECT's rights and the Subscriber hereby INDEMNIFIES BRILLIANT KONNECT against any claims, actions and proceedings that may arise as a result of the Subscriber infringing or violating BRILLIANT KONNECT's intellectual property rights.

9.27 *Subscriber call centre:* Calls to our call centre may be recorded for training purposes and for the protection of the subscriber and the SP.

9.28 *Applicable laws and Jurisdiction.* This Agreement will be interpreted and governed by the Laws of South Africa.