

# Standard Terms and Conditions

## 1. PREAMBLE

1.1. These Standard Terms and Conditions together with any Service Specific Terms and the applicable Application form govern the relationship between the Subscriber and Broadlink relating to the supply by Broadlink, and the use by the Subscriber, of any Services or Equipment.

1.2. Broadlink reserves the right to amend these Standard Terms and Conditions from time to time, in its sole discretion, by way of updating the prevailing version hereof on its website ([www.broadlink.co.za](http://www.broadlink.co.za)), which amendments shall take effect and become binding on the Subscriber 30 (thirty) calendar days after same was updated on Broadlink's website.

## 2. DEFINITIONS

In the Standard Terms and Conditions, unless inconsistent or otherwise indicated by the context, the following terms shall bear the following meanings:

2.1. **"Agreement"** means the agreement between Broadlink and the Subscriber comprising of (i) these Standard Terms and Conditions, (ii) any Service Specific Terms, and (iii) the Application form, collectively.

2.2. **"Application form"** means the application form completed by the Subscriber in writing, electronically or telephonically, requesting a Service from Broadlink, together with any document generated by Broadlink agreeing to the provision of such Service(s) and which may set out the details, terms and/or Charges of such Service(s) and related Equipment.

2.3. **"Broadlink"** means Broadlink (Pty) Limited, with registration number: 2007/012580/07, a private company duly incorporated in terms of the company laws of South-Africa.

2.4. **"Charges"** means any connection charges, monthly Service charges, usage charges and any other charges pertaining to the provision of any Service/s provided to the Subscriber in terms of the Agreement.

2.5. **"Commissioning of the Services"** means the successful installation of Equipment at the Subscriber's chosen premises and confirmation that the relevant Service(s) is operational and connectivity is established between two respective end points.

2.6. **"Delegated Service Provider"** means any Reseller who has been appointed by the Service Provider and who performs credit vetting, approves and concludes Agreements and directly bills the Subscriber for Services provided.

2.7. **"Effective Date"** means, notwithstanding the date of signature of the Application form, the date of Commissioning of the Services.

2.8. **"EFT"** means Electronic Fund Transfer.

2.9. **"Equipment"** means any electronic communications equipment provisioned and supplied, by Broadlink, to the Subscriber in order to access the Services.

2.10. **"Initial Period"** means the relevant period indicated on the Application form, commencing on the Effective Date.

2.11. **"Installation"** means the installation of Equipment at a designated location or on a laptop/desktop or similar device, as detailed in the Application Form, which allows the Subscriber to use the Services.

2.12. **"Licence"** means the mobile data licence granted to Broadlink by the Independent Communications Authority of South Africa, established in terms of section 3 of the Independent Communications Authority of South Africa Act 13 of 2000.

2.13. **"Mobile Access Numbers"** means the mobile access numbers, I.P address, unique user name or subscription numbers used to identify the Subscriber having access to the Services.

2.14. **"Network Operator"** means any mobile network operator which has granted Broadlink authorisation to make the Services available to the Subscriber.

2.15. **"Order"** means an order placed by a Subscriber, in terms of an Application form, for the provision of the Services.

2.16. **"Parties"** means Broadlink and the Subscriber and **"Party"** refers to either of them as so determined by the context.

2.17. **"Renewal Period"** means the additional number of months which the Parties have agreed to renew the Agreement for, as set out under the Application form and commencing on the day immediately following the expiration of the Initial Period.

2.18. **"Services"** shall include *inter alia*, MetroDC Connect, MetroNet, WDSL, Internet Access Services, Cloud PBX, Secure, Broadsat, MetroNet Fibre, Backup or Druva inSync Cloud Platforms, or such other mobile data provision services as Broadlink may offer from time to time.

2.19. **"Service Specific Terms"** means additional terms and conditions that apply to each individual type of Service, and which terms (i) are contained in an additional service level agreement attached hereto, and (ii) shall regulate and govern the provision of the relevant Service and related Equipment to the Subscriber in conjunction with these Standard Terms and Conditions and the Application form.

2.20. **"Subscriber"** means any party to whom Services are made available in terms of the Agreement, including a Delegated Service Provider who on-sells the Services and bills the end user directly.

2.21. **"VAT"** means value-added tax in terms of the Value Added Tax Act 89 of 1991, or any similar tax which is imposed in place of or in addition to such tax.

## 3. COMMENCEMENT AND DURATION

3.1. Subject to any alternative provisions contained in any related Service Specific Terms, this Agreement shall commence on the Effective Date and shall subsist for the Initial Period unless terminated earlier in accordance with any other terms of this Agreement. If the Subscriber does not cancel or renew this Agreement for a further term before expiration of the Initial Period, this Agreement will automatically continue on a month-to-month basis subject to the Subscriber giving Broadlink 30 (thirty) calendar days' prior written notice that it wishes to renew the Agreement for a further term or cancel the Agreement.

3.2. Notwithstanding Broadlink's use of agents or Delegated Service Providers, any Order placed by a Subscriber will be regarded as an irrevocable offer which is open for acceptance by Broadlink for a period of 60 (sixty) days from date of placement of the Order. Broadlink's acceptance of the Subscriber's aforementioned Order/offer shall consist of the Commissioning of the Services whereupon this Agreement shall become binding between the Parties whether or not the Subscriber was notified of Broadlink's acceptance of its Order/offer. The Subscriber hereby expressly dispenses with notification of acceptance of the Order/offer by Broadlink.

3.3. The Subscriber may not cancel this Agreement and/or demand any reimbursement of Charges or claim any damages of whatsoever nature as a result of the Subscriber's relocation to an area outside of Service Provider's coverage area.

3.4. If the Subscriber cancels this Agreement prior to the expiry of the Initial Period it will be liable to pay the following amounts to Broadlink:

3.4.1. all arrear Charges due and owing to Broadlink up to the date of termination of the Agreement;

3.4.2. all Charges due and owing to Broadlink in relation to Equipment supplied, installed or maintained by Broadlink in terms of this Agreement; and

3.4.3. all monthly Service Charges due for the remainder of the Initial Period.

## 4. SUPPLY AND INSTALLATION OF EQUIPMENT

4.1. Broadlink shall install the Equipment at the Subscriber's premises, as detailed in the relevant Application form, or such other location as requested by the Subscriber, against payment of the relevant Charges and deposit, if applicable.

4.2. Broadlink shall make reasonable endeavours to comply with any supply and/or delivery and/or installation requirements recorded in an Order however gives no undertakings that it will be able to meet any supply, delivery or installation date requested by the Subscriber or in any Application form.

4.3. Broadlink may, in its sole discretion, refer the Subscriber to a third party whom may undertake the installation of the Equipment in its own name and not as an agent of Broadlink.

4.4. The Subscriber shall be responsible for obtaining all necessary approvals and authorities imposed by any relevant third party or competent authority for the purpose of any supply and/or delivery and/or installation of Equipment, and the Subscriber hereby indemnifies Broadlink against any claim or liability suffered by Broadlink by reason of such approval and authorities not having been obtained.

4.5. Broadlink reserves the right to utilise any spare transmission capacity in relation to any Equipment, provided that such use of spare capacity does not have an adverse effect on the provision of the Services to the Subscriber.

## 5. USE OF EQUIPMENT AND SERVICES

5.1. The Subscriber must at all times comply with all statutory and regulatory provisions and requirements relating to the provision and use of the Services and/or Equipment.

5.2. The provision of any Service to the Subscriber does not confer on the Subscriber any right to use the Service, the Equipment or any element thereof, or to make them available to other parties, for purposes for which a licence or licence exemption is required under any relevant legislation or regulation, unless the Subscriber where applicable, and required in terms of any relevant legislation or regulation, has been granted such a licence or licence exemption, and such a licence or licence exemption is in effect.

5.3. The Subscriber hereby warrants and undertakes in favour of Broadlink that it:

5.3.1. 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;

5.3.2. shall not do anything or omit to do anything or allow anything to be done or omitted which infringes or may infringe on Broadlink's rights or its License conditions;

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

5.3.4. will comply with all instructions issued by Broadlink which concern the use of the Services, Equipment or any matters related thereto, and which may be required to ensure the satisfactory provision of the Services, to protect the integrity of Broadlink's network, or to deal with emergencies; and

5.3.5. will provide Broadlink with all information relating to its use of the Services, Equipment or matters related thereto that Broadlink may reasonably require from time to time.

## 6. RISK AND OWNERSHIP OF EQUIPMENT

6.1. The Subscriber acknowledges and agrees that all rights of ownership in and to any Equipment shall, at all times, remain vested in Broadlink.

6.2. All rights of ownership in and to any Equipment:

6.2.1. supplied by Broadlink on a loan or rental basis shall remain vested in Broadlink;

6.2.2. purchased by the Subscriber from Broadlink and supplied by Broadlink, either free of charge or at a subsidised price, shall remain vested in Broadlink for the duration of the Initial Period; and

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## Standard Terms and Conditions

- 6.2.3. purchased at Broadlink's listed price shall remain vested in Broadlink until the Subscriber has made payment therefore in full to Broadlink.
- 6.3 Subject to clause 6.4, all risk regarding damage to or the loss, theft or destruction of Equipment, howsoever arising, shall pass to the Subscriber on the earlier of:
- 6.3.1 the date of Installation thereof in/on/at the Subscriber's premises; and/or
- 6.3.2 upon delivery thereof to the Subscriber Subscriber's premises.
- 6.4 Broadlink accepts liability for the repair and/or replacement of any Equipment damaged, lost or destroyed due to an event of *Force Majeure*.
- 6.5 The Subscriber undertakes:
- 6.5.1 to display in relation to the Equipment no lesser degree of care than it would had if same belonged to it and shall take all reasonably necessary precautions to avoid loss, theft or destruction of or damage to the Equipment;
- 6.5.2 not to, in any manner, alienate, encumber or otherwise dispose of the Equipment;
- 6.5.3 not to procure repair or maintenance of the Equipment by any third party without the prior written consent of Broadlink or in any other manner tamper with the Equipment.

### 7. INSTALLATION PREMISES

- 7.1. The Subscriber must allow Broadlink to access its premises to the extent required by Broadlink in order to install, inspect, maintain and/or remove any Equipment being used to provide Services.
- 7.2. If the Subscriber is not the owner of the premises where the Service is required, the Subscriber must obtain permission from the owner of such premises for Broadlink to install, inspect, maintain and/or remove any Equipment at/from such premises. The Subscriber indemnifies Broadlink against damages or other claims resulting from the Subscriber's failure to obtain such permission.
- 7.3. The Subscriber must ensure that there is a suitable electrical power supply as required for the proper functioning of the Services and/or the Equipment at its relevant premises. The cost of providing the power supply and all Charges for the Subscriber's use of power are for the Subscriber's account.
- 7.4. The Subscriber must ensure that its premises are safe for Broadlink, employees, agents, and subcontractors and must comply with all laws and regulations relating to occupational health and safety on the relevant premises.

### 8. PROVISION OF SERVICES

- 8.1. Subject to clause 8.6, Broadlink will make the Services available to the Subscriber in accordance with the Service levels detailed in the Service Specific Terms.
- 8.2. A Service will be deemed to be in good working order until such time as a fault is reported to Broadlink. Broadlink will attend to reported faults during business hours and will endeavour to restore the Service within the shortest possible time.
- 8.3. The location at which the Subscriber wishes to receive the Service must be in an area which has access to the Service. If the location at which the Subscriber wishes to receive the Service changes from the premises detailed in the relevant Application form, the Service may not function at the new location.
- 8.4. In the event that Broadlink determines that a fault in the Service has been caused by any act or negligence on the part of the Subscriber, its employees or agents or by any equipment belonging to the Subscriber or installed at the Subscriber's premises, Broadlink may hold the Subscriber liable for the costs incurred in repairing the relevant fault.
- 8.5. Broadlink reserves the right to utilise any technology which it has available and which it considers at its discretion as most suitable and reasonable to render Services to the Subscriber.

### 8.6. Interruption and/or cessation in the Services:

It is specifically recorded that Broadlink will not be liable for any interruption and/or cessation in the Services as a result of:

- 8.6.1. any person making unauthorised and/or improper use of the Services with or without the Subscriber's knowledge and/or consent;
- 8.6.2. any person causing damage to or stealing any Equipment with or without the Subscriber's knowledge and/or consent;
- 8.6.3. any fault caused as a result of equipment that was not supplied by Broadlink; or
- 8.6.4. acts beyond its reasonable control ("*Force Majeure*").

### 9. CHARGES AND INVOICING

- 9.1. In return for the supply of and access to the Services and Equipment, the Subscriber agrees and undertakes to pay to Broadlink the applicable Charges as detailed in the Application form, irrespective whether or not the Services have been, or are being, utilised by the Subscriber.
- 9.2. Unless specifically stated otherwise, all prices and Charges are exclusive of Value-Added Tax and exclusive of any other applicable tax or duty, the liability of which shall vest with the Subscriber.
- 9.3. Broadlink may, by mutual agreement with the Subscriber, vary future Service Charges, either in whole or in part, with effect from the date specified in such said agreement.
- 9.4. Unless otherwise agreed to by Broadlink in writing, the Subscriber shall effect payment to Broadlink of:
- 9.4.1. Equipment Installation Charges, as well as any other introductory Charges, within 30 (thirty) days of presentation of an invoice and against Commissioning of the Services; and
- 9.4.2. relevant Service Charges, monthly in advance on or before the 25<sup>th</sup> day of each month.
- 9.5. All fees and/or Charges payable by the Subscriber to Broadlink shall be paid (i) by way of EFT, (ii) timeously on or before the relevant due date as detailed in this clause 9 or in any relevant invoice, and (iii) free of deduction or set-off.
- 9.6. Broadlink will periodically provide the Subscriber, usually on a monthly basis, with an invoice, which constitutes a statement in respect of the Services, for the amounts payable by the Subscriber for the use of the relevant Services. The invoice will be sent by electronic mail to the Subscriber to its email address detailed in its relevant Application form.
- 9.7. Notwithstanding the above, non-receipt of an invoice by the Subscriber shall not be considered as a valid reason for late or non-payment of due and payable Charges.
- 9.8. Any fees or Charges payable by the Subscriber in terms hereof which remains unpaid post the relevant due date shall accrue interest at a rate of 2% per month, calculated from the due date thereof until the date of final payment.
- 9.9. An invoice rendered by Broadlink to the Subscriber is on the face of it, and until the contrary is proved, proof of the amount due by the Subscriber to Broadlink.
- 9.10. Any migration from one Service to another shall be subject to Broadlink's approval and Broadlink shall be entitled to levy additional Charges for migrations, subject to the relevant maximum amounts approved or fixed by any relevant regulatory authority from time to time.
- 9.11. In addition to any other relevant provisions contained herein, Broadlink reserves the right to charge a reasonable cancellation penalty in respect of any invoice and/or administration costs incurred by it in the event that this Agreement is terminated prior to expiration of the Initial Period.
- 9.12. Notwithstanding any of the above, Broadlink reserves the right to amend and/or updated its relevant invoicing and/or billing processes upon reasonable prior notice thereof to the Subscriber.

### 10. SUSPENSION OF SERVICES

- 10.1 Broadlink reserves the right to, at any time, suspend the Services in the event that:
- 10.1.1. any modification, maintenance or remedial work is required to be undertaken pertaining, in any manner whatsoever, to the Services or the Equipment, subject to Broadlink's undertaking to inform the Subscriber timeously in the event of planned maintenance;
- 10.1.2. the Subscriber breaches any material term of this Agreement, excluding payment of relevant fees or Charges as per clause 9, and (if applicable) fails to rectify same within the relevant time period indicated in clause 11 below; or
- 10.1.3. the Subscriber fails to make full payment of any Charges, as per clause 9, on the due date thereof.
- 10.2. Broadlink reserves the right to levy a reconnection Charge pursuant to the restoration of Services suspended in the circumstances contemplated in clause 10.1 above. In the event that the Subscriber's Services are suspended in terms of this clause 10, the Subscriber shall remain liable for the monthly Service Charges during any such period of suspension.
- ### 11. BREACH
- 11.1 Subject to clauses 11.2, Broadlink reserves the right to terminate this Agreement in the event that:
- 11.1.1. the Subscriber breaches any provision, other than those referred to in the remainder of this clause 11.1, of this Agreement;
- 11.1.2. the Subscriber fails to pay any fees or Charges upon the relevant due date thereof;
- 11.1.3. the Subscriber has contravened:
- 11.1.3.1. any notices or rules communicated by Broadlink to the Subscriber from time to time relating to the use of, access to or security measures relating to the Services; or
- 11.1.3.2. any relevant legislation, regulations or policy of any governmental authority relating to the Services or to the Subscriber's use of the Services.
- 11.1.4. the Subscriber has engaged in conduct that has caused or may cause damage to Broadlink's facilities, network or any third parties;
- 11.1.5. the Subscriber commences or purports to commence any business rescue or liquidation proceeding or if any such proceedings and threatened and/or instituted against the Subscriber by any third party; or
- 11.1.6. Broadlink receives any direction, notification or instruction from any governmental authority to suspend or terminate the provision of the Services to the Subscriber or generally (where the reason for this is not due to any fault or negligence of Broadlink).
- 11.2. In the circumstances specified in clauses 11.1.1 above only, Broadlink will provide the Subscriber with 14 (fourteen) days prior written notice to remedy the breach before terminating the Agreement.
- 11.3. Any termination of this Agreement pursuant to the preceding provisions of this clause shall be without prejudice to any claim Broadlink may have against the Subscriber in respect of any prior breach of the terms and conditions of the Agreement by the Subscriber.
- 11.4. Without derogating from any other rights or remedies available to Broadlink in terms of the Agreement or at law, in the event of the Agreement being cancelled by the Subscriber (for whatsoever reason) prior to the expiration of the Initial Period or any Renewal Period, or in the event of Broadlink electing to terminate the Agreement pursuant to any breach by the Subscriber which entitles Broadlink to terminate same:

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# Standard Terms and Conditions

- 11.4.1 the Subscriber shall be liable to Broadlink and hereby agrees to pay on demand, the full Charges payable to Broadlink for the remainder of the Initial Period or Renewal Period, as the case may be.
- 12. LIMITATION OF LIABILITY**
- 12.1. Broadlink assumes no responsibility for the integrity, correctness, retention or content of information transported via the Services.
- 12.2. Broadlink disclaims all liability for any loss or damages (direct or indirect) which the Subscriber or any other person whomsoever may suffer as a result of:
- 12.2.1. the use of, the provision of, or any interruption in the Services; or
- 12.2.2. the Installation, maintenance or removal of the Equipment
- and the Subscriber indemnifies Broadlink against any claim or action, as described above, which may be brought by any person in this regard.
- 12.3. Broadlink only provides access to the internet and does not operate or control the information, services, opinions or other content of the internet, and Broadlink makes no warranties or representation regarding any such information, services, opinions or other content. The Subscriber agrees that it shall make no claim whatsoever against Broadlink relating to the content of the internet or respecting any information, product, service or software ordered through or provided by virtue of the internet.
- 12.4. Broadlink reserves the right to take measures as may be necessary, in its sole discretion, to ensure security and continuity of its Services including *inter alia*, identification and blocking or filtering of internet traffic sources which Broadlink deems to pose a security risk or operational risk or a violation of its acceptable use policy.
- 13. CONFIDENTIALITY**
- 13.1. The Parties acknowledge that they will, in the course of performance and/or execution of this Agreement, gain access to or become acquainted with the techniques, methods and processes, trade secrets, data, information technology, software, business associates, clients and other private, sensitive and confidential information ("*Confidential Information*") of each other.
- 13.2. Both Parties accordingly agree and undertake:
- 13.2.1. except as permitted by this Agreement, not to disclose or publish any Confidential Information, including this Agreement, without the prior written consent of the other Party;
- 13.2.2. except as permitted by this Agreement, not to use the Confidential Information for any purpose whatsoever without the prior written consent of the other Party;
- 13.2.3. to restrict the dissemination of the Confidential Information to only those of its employees who are actively involved in activities for which use of the Confidential Information is authorised and then only on a 'need to know' basis and to take all practical steps, both before and after disclosure, to impress upon its employees who are given access to Confidential Information, the secret and confidential nature thereof.
- 13.2. The Confidential Information excludes information which is lawfully in the public domain at the time of disclosure or subsequently becomes lawfully part of the public domain; becomes available to the receiving Party from a source other than the disclosing Party or is disclosed pursuant to a requirement or request by operation of law, regulation, court order or as a consequence of any judicial proceedings to which a Party is a party.
- 13.3. The onus to establish whether the Confidential Information falls within the exclusions referred to in clause 13.2.3 shall rest on the receiving Party. The information disclosed in terms of this Agreement shall not be deemed to be within the foregoing exclusions merely because such information is embraced by more general information in the public domain or in a Party's possession.
- Any combination of features will not be deemed to be within the foregoing exclusions merely because individual features are in the public domain or in a Party's possession but only if the combination itself is in the public domain or in a Party's possession.
- 13.4. The receiving Party shall protect the Confidential Information in the manner, and with the endeavour of a reasonable person protecting its own Confidential Information.
- 13.5. The Parties record that this clause 13 shall:
- 13.5.1. not be applicable where either Party discloses Confidential Information to its attorneys or auditors, provided that such disclosure is reasonably required by the Disclosing Party for the purposes of conducting its business activities; and
- 13.5.2. survive termination and/or expiration of this Agreement for a period of 5 (five) years post termination / expiration hereof.
- 14. INTELLECTUAL PROPERTY RIGHTS**
- 14.1. Nothing contained in this Agreement shall be construed to confer or be deemed to confer on either Party any intellectual property rights of the other Party.
- 14.2. Each Party indemnifies the other Party against all claims, actions, damages, liabilities, costs and expenses, including attorney's fees and expenses, arising out of any claims of infringement, passing-off and/or unlawful competition in relation to any patent, trade secret, copyright, trademark, service mark, trade name or similar proprietary right of any third party, which claim arises directly or indirectly.
- 15. INTERCEPTION AND MONITORING OF COMMUNICATIONS**
- 15.1. Subject to the provisions of Regulation of Interception of Communications and Provision of Communication-related information Act (RICA), 70 of 2002 or any law, the Subscriber acknowledges Broadlink's right to intercept, block, filter, read, delete, disclose and use all communications sent or posted via Broadlink's network. RICA may be accessed from <http://www.info.gov.za/acts/2002/a70-2002>.
- 15.2. The Subscriber acknowledges and agrees that in the event that Broadlink, in its sole discretion or if obliged by any applicable law, determines that any content hosted by Broadlink, published by Broadlink on the Subscriber's behalf or transmitted by the Subscriber by means of the Service(s) ("*Content*") is in violation of any law or Broadlink's "acceptable use policy", Broadlink shall be entitled:
- 15.2.1. forthwith to request the Subscriber to remove such Content; and/or
- 15.2.2. forthwith to require the Subscriber to amend or modify such Content; and/or
- 15.2.3. without notice, to terminate access to any Service(s) and/or suspend or terminate any Service(s); and/or
- 15.2.4. without notice, to delete the offending Content.
- 15.3. The Subscriber acknowledges that any exercise by Broadlink of its rights in terms of clause 15.2 above shall not be construed as an assumption of liability by Broadlink for the Content and/or the publication thereof whether or not Broadlink has knowledge of such Content, having cognisance of the fact that Broadlink has no general obligation in law to monitor Content. The Subscriber hereby indemnifies Broadlink and holds it harmless against any liability, claims, fines or other penalties of whatsoever nature suffered or imposed by any person arising either directly or indirectly out of the Content or the publication or hosting or transmission thereof.
- 16. CONSENT/AUTHORITY**
- 16.1. The Subscriber hereby consents/authorises Broadlink to:
- 16.1.1. at any time, obtain information about the Subscriber's credit and/or payment profile from any authorised and registered credit reference agency in the Republic of South Africa;
- 16.1.2. provide regular reports in respect of Subscriber's payment conduct to any authorised and registered credit reference agency in the Republic of South Africa; and
- 16.1.3. send it marketing material, promotional updates and client satisfaction surveys.
- 17. TERMINATION FOR CAUSE**
- Without prejudice to any other rights at law or set out in the Agreement, Broadlink reserves the right to terminate this Agreement upon written notice to the Subscriber in the event that the Licence is revoked, terminated or amended for any reason whatsoever. Should the Services be suspended or terminated due to the revocation of the licence, in terms of which the Services are provided, the Subscriber shall not be liable for any Charges, except for the Charges for Services already rendered to the Subscriber.
- 18. MISCELLANEOUS**
- 18.1. Governing law**
- This Agreement will be governed by South-African law. The Parties consent to the jurisdiction of the magistrate's court in respect of any dispute and/or claim arising between them, even if the claim or amount in dispute or the value of the matter in dispute exceeds the jurisdiction of such court.
- 18.2. Severability**
- Should any provision of the Agreement be held by a court to be invalid, void or unenforceable, the offending provision will be struck out of these general terms and conditions but the remainder of these terms and conditions shall remain legal, valid and binding.
- 18.3. Waiver**
- The failure by Broadlink to exercise or enforce any right conferred by the Agreement will not be deemed to be a waiver of any such right not to operate so as to bar the exercise or enforcement of any such or other right at any later time.
- 18.4. Assignment**
- The Subscriber may not cede and delegate or assign its rights and obligations under the Agreement to a third party without first obtaining Broadlink's written consent. Broadlink reserves the right to cede, delegate or assign any of its rights in terms of this Agreement to any third party of its choosing without prior notice to the Subscriber.
- 18.5. Notices**
- Any notice or communication that is required or permitted to be given to the Subscriber in terms of the Agreement may be delivered by hand, sent by registered pre-paid post or e-mail at the addresses listed as such by the Subscriber in its relevant Application form. Any notices or communications will be deemed to have been received at the time of delivery (in the case of hand deliveries or transmissions e-mail) or within one week after the date of posting (in the case of postal deliveries).
- 18.6. Relationship of the Parties**
- The Agreement will not establish any partnership, joint venture, employment relationship, franchise, agency or any similar relationship between the Parties.
- 18.7. Entire agreement**
- This Agreement constitutes the sole agreement between the Parties relating to the subject matter hereof. All prior written or oral agreements, understandings, communications or practices between the Parties are superseded insofar as they relate to the subject matter of this Agreement.
- 18.8. Conflict of agreements**
- In the event of any conflict between the documents comprising the Agreement, precedence will be given to the documents in the following order:
- 18.1.1. the Application form;
- 18.1.2. the Service Specific Terms; and
- 18.1.3. these Standard Terms and Conditions.

Signatories initial here