

EA CONNECTIONS (PTY) LTD

SELLER TERMS AND CONDITIONS

THESE T&C'S (INCLUDING ANY AMENDMENTS THERETO) SHALL BE ACCESSIBLE ON THE WEBSITE. IT IS THE RESPONSIBILITY OF THE SELLER TO READ THESE T&C'S BEFORE MAKING USE OF THE SERVICES.

BY SUBSCRIBING FOR THE SERVICES, THE SELLER IS DEEMED TO HAVE ACCEPTED THE PROVISIONS CONTAINED IN THESE T&C'S IN FULL, WHICH HE CONFIRMS HE UNDERSTANDS AND HAS READ AND UNDERSTOOD FULLY.

THE COMPANY RESERVES THE RIGHT TO AMEND THESE T&C'S AT ITS SOLE DISCRETION AND WITHOUT NOTICE FROM TIME TO TIME, IT IS THE SELLER'S RESPONSIBILITY TO KEEP ABREAST OF ALL AMENDMENTS TO THESE T&C'S PRIOR TO SUBSCRIBING TO THE SERVICES AND/OR IN THE DURATION OF THE PROVISION OF THE SERVICES.

1. DEFINITIONS

Unless otherwise expressly stated, or the context otherwise requires, the words and expressions listed below shall, when used in this Agreement, including this definitions clause, bear the meanings ascribed to them:

- 1.1. **"Active Areas"** means the geographical areas in relation to which the Services are provided by the Company;
- 1.2. **"Additional Connection Request"** means the express request by the Seller, in terms of which the Seller requests to be contacted by (an) Additional Supplier/s in relation to the services required by the Seller, which additional services are ancillary to the marketing and sale of a residential property owned by the Seller and situated within an Active Area, which shall include all of the information required by the Company as detailed in 5.1 below;
- 1.3. **"Additional Suppliers"** means the third-party suppliers listed on the Website from time to time, who offer services which can be utilised by a person when selling a property, whose focus areas correlate with the details of the property provided by the Seller and who shall be provided with the Seller's details in terms of the provisions of this Agreement if so requested by the Seller and which suppliers have entered into separate agreements with the Company. The selection of each particular Additional Supplier and their inclusion on the Website shall be in the sole and unilateral discretion of the Company;
- 1.4. **"Agreement"** means this agreement for the supply of services entered into between the Company and the Seller, the terms of which agreement is contained in these T&C's;
- 1.5. **"Company"** means EA Connections (Pty) Ltd, a private company duly registered in accordance with the company laws of the Republic of South Africa and with registration number 2018/388538/07 and any of its successors in title as the case may be;
- 1.6. **"Connection Request"** means the express request by the Seller, in terms of which the Seller requests to be contacted by (an) estate agent/s in relation to the potential sale of a residential property owned by the Seller and situated within an Active Area, which shall include all of the information required by the Company as detailed in 5.1 below;
- 1.7. **"Effective Date"** means the date on which the Seller submits the Connection Request;
- 1.8. **"Parties"** means the Company and the Seller and "Party" shall mean either one of them as the context requires;
- 1.9. **"POPI"** means the Protection of Personal Information Act 4 of 2013;
- 1.10. **"Seller"** means the residential property owner or the duly authorised agent of such residential property owner, who leaves his details on the Website in order to make a connection with a Supplier with the possible intention of selling his property or the property of his principal and where expressly requested by the Seller, to make a connection with Additional Suppliers;
- 1.11. **"Services"** means the connection request service which shall be supplied by the Company to the Seller, which includes connecting Suppliers with the Seller, as well as connecting Additional Suppliers with the Seller where expressly requested by the Seller;
- 1.12. **"Supplier"** means the adult male/female estate agent or the agency who has entered into a separate agreement with the Company, whose focus areas correlate with the details of the property provided by the Seller and who shall be provided with the Seller's details in terms of the provisions

22 JULY 2019

of this Agreement. The selection of each particular Supplier shall be in the sole and unilateral discretion of the Company;

- 1.13. "T&C'S" means these terms and conditions which govern the relationship between the Parties;
- 1.14. "Website" means the Company's website, hosted at www.eaconnections365.co.za.

2. RECORDAL AND SCOPE OF THE AGREEMENT

- 2.1. The Company provides a connection request service allowing:
 - 2.1.1. Estate agents (Suppliers) to receive the details of persons who wish to be contacted by suitably placed estate agents (Suppliers) with a view to potentially selling the residential properties owned by these persons or by their principals; and
 - 2.1.2. Other third parties who render services related to the sale of residential properties (Additional Suppliers) to receive the details of persons who wish to be contacted by suitably placed suppliers (Additional Suppliers) with a view to potentially rendering the services offered by them to the sellers of residential properties which have been, or shall be placed on the market to be sold;
- 2.2. The Company prides itself on being neutral and is not aligned to any property group or estate agency brand, franchise, or company;
- 2.3. The Company is not involved in, nor does it have any responsibility for the relationships between the Seller, the Suppliers and/or the Additional Suppliers, the advice provided by any Supplier and/or Additional Supplier to the Seller, or the resulting processes to support selling the Seller's property;
- 2.4. The Seller requires, and the Company shall supply the Services in accordance with the terms and conditions contained in these T&C's;
- 2.5. This Agreement is entered into by the Parties to regulate the supply of the Services by the Company to the Seller, as well as the obligations of the Company and the Seller in relation to each other and arising as a result of the supply of the Services;
- 2.6. The Parties wish to record the terms and conditions of their agreement in writing, as they hereby do.

3. APPOINTMENT

- 3.1. The Company carries on business in, *inter alia*, the supply of the Services;
- 3.2. The Seller appoints the Company to supply the Services to him and the Company accepts such appointment on the terms and subject to the conditions contained in these T&C's.

4. DURATION AND TERMINATION

This Agreement shall commence on the Effective Date and shall terminate as soon as the Company has distributed the Connection Request and the Additional Connection Request/s to the Supplier/s and to the Additional Supplier/s as the case may be.

5. SELLER'S OBLIGATIONS

- 5.1. The Seller shall provide all of the below information to the Company *via* the Website for purposes of enabling the Company to send the Connection Request to the Suppliers and to enable the Company to send any Additional Connection Request/s to the Additional Suppliers:
 - 5.1.1. The information regarding the Seller's property such as the geographical area of the property (which must fall within the Active Areas), the estimated asking price for the property and type of dwelling situated on the property (if any);
 - 5.1.2. The Seller's contact information including his name, telephone number and e-mail address; and
 - 5.1.3. An indication of all Additional Connection Requests required by the Seller;

22 JULY 2019

- 5.2. The Seller agrees that it is his sole responsibility to provide information which is correct and is complete and that should he fail to do so, his Connection Request and Additional Connection Request, if applicable, may not be distributed to any Suppliers and Additional Suppliers if applicable.
- 5.3. The Seller moreover expressly indemnifies the Company, the Supplier and the Additional Supplier if applicable, against any damages or losses suffered as a result of any inaccurate information provided or as a result of any misrepresentations made. The provisions of this clause shall constitute a *stipulatio alteri* in favour of the Supplier and in favour of the Additional Supplier if applicable.

6. NATURE OF THE SERVICES AND THE COMPANY'S OBLIGATIONS

- 6.1. Upon receipt of a duly completed Connection Request from the Seller, the Company shall send the Connection Request (which shall include the relevant information provided by the Seller as detailed in 5.1, as well as the date and time that the Connection Request was submitted by the Seller) to at least 1 (one) but no more than 5 (five) Suppliers;
- 6.2. The Company shall send the Connection Request to the Supplier/s as soon as possible following receipt of the Seller's duly completed Connection Request;
- 6.3. Upon receipt of a duly completed Additional Connection Request from the Seller, the Company shall send the Additional Connection Request (which shall include the relevant information provided by the Seller as detailed in 5.1, as well as the date and time that the Additional Connection Request was submitted by the Seller) to at least 1 (one) but no more than 5 (five) Additional Suppliers;
- 6.4. The Company shall send the Additional Connection Request to the Additional Supplier/s at a suitable time (as determined in the sole discretion of the Company) following receipt of the Seller's duly completed Additional Connection Request;
- 6.5. The Company shall hold the sole and complete discretion regarding whether a Connection Request and an Additional Connection Request contains the required information and accordingly whether it should be provided to the Supplier/s and to the Additional Supplier/s as the case may be;
- 6.6. The Company shall ensure that an updated list of all geographical areas forming part of the Active Areas is contained on its Website at all times. The Seller understands that the Company is unable to render the Services in relation to any property located outside of the Active Areas;
- 6.7. The Seller understands that the Company may need to conduct maintenance, repair and/or improvement work on the Website (by means of which the Services are provided) from time to time and that as a result thereof the provision of the Services may be suspended from time to time;
- 6.8. The Company is strictly prohibited from sharing, transferring, selling or exchanging the Seller's information (as contained in the Connection Request and in the Additional Connection Request) with any other 3rd party, save for with the Suppliers and the Additional Suppliers in terms of this Agreement.

7. PRICING

- 7.1. The Services are provided by the Company to the Seller free of charge. It follows that no fee or charge shall be payable by the Seller in return for the Services;
- 7.2. The Seller is aware that the Company shall be reimbursed by the Suppliers and by the Additional Suppliers where applicable for all Connection Requests and Additional Connection Requests sent by the Company to the Suppliers and Additional Suppliers as the case may be.

8. POPI

8.1. The Parties agree that the following terms as utilised in this clause, and in clauses 9, 10 and 11 below shall bear the following meanings as ascribed to them in the POPI Act (edited accordingly for purposes of this Agreement):

8.1.1. **“De-Identify”** in relation to Personal Information of the Seller, means to delete any information that identifies the Seller; can be used or manipulated by a reasonably foreseeable method to identify the Seller; or can be linked by a reasonably foreseeable method to other information that identifies the Seller;

8.1.2. **“Personal Information”** means information relating to the Seller including, but not limited to: information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the Seller; information relating to the education or the medical, financial, criminal or employment history of the Seller; any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier or other particular assignment to the Seller; the biometric information of the Seller; the personal opinions, views or preferences of the Seller; correspondence sent by the Seller that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence; the views or opinions of another individual about the Seller; and the name of the Seller if it appears with other Personal Information relating to the Seller or if the disclosure of the name itself would reveal information about the Seller; and

8.1.3. **“Processing”** means any operation or activity or any set of operations, whether or not by automatic means, concerning Personal Information, including: the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use; the dissemination by means of transmission, distribution or making available in any other form; or merging, linking, as well as restriction, degradation, erasure or destruction of information;

8.2. The Company shall ensure that it secures the confidentiality and integrity of all Personal Information of the Seller obtained and/or processed by it in accordance with the provisions of the POPI Act;

8.3. The Company hereby indemnifies the Seller from any liability or loss incurred by the Seller of whatsoever nature as a result of the Company's breach of the obligations bestowed on it, in terms of the POPI Act.

9. PROTECTION OF THE SELLER'S PERSONAL INFORMATION

9.1. The Company shall use the Personal Information received from the Seller for no other purpose other than as required to comply with its duties under this Agreement, and shall make no such Personal Information available to any external third party, unless it is required for purposes of the performance of this Agreement;

9.2. The Company shall maintain industry standard administrative, physical and technical safeguards for the protection, security, confidentiality and integrity of the Seller's Personal Information in its custody and control and for the duration of the Services provided under this Agreement and shall ensure that it remains compliant with the provisions of the POPI Act to the extent applicable and as more fully detailed in clause 10 below;

9.3. Should the Processing of the Seller's Personal Information be essential for compliance with this Agreement which the Parties expressly agree it is, such Personal Information may only be Processed within the Company, as well as provided to the Suppliers and where applicable to the Additional Suppliers by the Company in terms of this Agreement. For avoidance of doubt it is recorded that the Seller expressly consents to the Company distributing the Personal Information provided by him, to the Suppliers and where applicable to the Additional Suppliers in the manner and for the purpose as detailed in this Agreement. Any further processing or publication of such Personal Information,

22 JULY 2019

especially to external third parties, shall not be permitted without the express written consent of the Seller;

- 9.4. The Company shall adhere to all applicable data protection regulations, including in particular to any applicable provisions of the POPI Act;
- 9.5. The Seller shall retain all right, title, and interest in and to his Personal Information. The Company shall utilise and Process the Seller's Personal Information solely for purposes of rendering the Services and shall not sell, transfer, lease, or otherwise commercially exploit the Personal Information, save as expressly consented to by the Seller to enable the implementation of this Agreement;
- 9.6. The Company is not responsible for the accuracy, completeness, or currency of the Seller's Personal Information;
- 9.7. The Seller grants the Company a royalty free, worldwide, irrevocable, non-exclusive and perpetual license which shall survive the termination of this Agreement, to use and incorporate any suggestions, feedback, enhancement request, know-how, specifications, concepts, processes or techniques provided by the Seller to the Company in the course and scope of and relating to the Services and the Seller expressly consents to the incorporation thereof into the Company's service offerings made available to other parties.

10. CONSENT PROVIDED BY THE SELLER IN TERMS OF POPI

- 10.1. The Seller acknowledges that all Personal Information provided by him to the Company shall be, to the best of his knowledge, accurate and correct;
- 10.2. The Seller hereby consents to the Processing of his Personal Information by the Company for the limited purpose of enabling the Company to perform its obligations and to exercise its rights in terms of the Agreement, which shall comprise of:
 - 10.2.1. Securing and facilitating the supply of the Services by the Company to the Seller;
 - 10.2.2. For any other reason required in terms of the laws of the Republic of South Africa;
- 10.3. The above consents provided by the Seller are strictly subject to the lawful Processing of the Personal Information by the Company in accordance with the applicable provisions of POPI, which include but are not limited to the Company's compliance with the provisions contained herein below;
- 10.4. The Seller has the right to access any of his Personal Information held by the Company and may request the Company to correct, delete or destroy any of his Personal Information held by the Company, where applicable and as envisaged in POPI;
- 10.5. The Company must secure the integrity and confidentiality of the Seller's Personal Information in its possession or under its control by taking appropriate, reasonable technical and organisational measures to prevent:
 - 10.5.1. Loss of, damage to or unauthorised destruction of the Personal Information; and
 - 10.5.2. Unlawful access to or Processing of Personal Information;
- 10.6. In order to give effect to clause 10.5 the Company must take reasonable measures to:
 - 10.6.1. Identify all reasonably foreseeable internal and external risks to Personal Information in its possession or under its control;
 - 10.6.2. Establish and maintain appropriate safeguards against the risks identified;
 - 10.6.3. Regularly verify that the safeguards are effectively implemented; and
 - 10.6.4. Ensure that the safeguards are continually updated in response to new risks or deficiencies in previously implemented safeguards;
- 10.7. The Company shall have due regard to generally accepted information security practices and procedures which may apply to it generally or be required in terms of specific industry or professional rules and regulations;

22 JULY 2019

- 10.8. Records of the Seller's Personal Information must not be retained by the Company any longer than is necessary for achieving the purpose for which the information was collected or subsequently processed, unless:
 - 10.8.1. Retention of the record is required or authorised by law;
 - 10.8.2. The Company reasonably requires the record for lawful purposes related to its functions or activities which must be monitored;
 - 10.8.3. Retention of the record is required in terms of the Agreement; or
 - 10.8.4. The Seller has consented to the retention of the record;
- 10.9. The Company must destroy, delete, or De-Identify all records containing Personal Information as soon as reasonably practicable after the Company is no longer authorised to retain the record;
- 10.10. The consents provided by the Seller in this clause 10 are subject at all times to the Seller's right to withdraw his consent at any time;
- 10.11. The Seller may object at any time to the Processing of his Personal Information for purposes of direct marketing.

11. TRANSFER OF THE SELLER'S PERSONAL INFORMATION OUTSIDE THE REPUBLIC OF SOUTH AFRICA

- 11.1. The Parties record that the Company shall store the Personal Information electronically *via* Amazon Web Services, a third party based in a foreign country, or through such other third party performing the same function, and that the Personal Information shall be transferred by the Company to such third party;
- 11.2. The Company is entitled to transfer the Personal Information to the third party mentioned in clause 11.1 above in view of the fact that:
 - 11.2.1. The Company shall ensure that the third party receiving the Personal Information is subject to a law, binding corporate rules or binding agreement which provide an adequate level of protection that: effectively upholds principles for reasonable processing of the Personal Information that are substantially similar to the conditions for the lawful processing of Personal Information relating to a data subject who is a natural person and, where applicable, a juristic person; and includes provisions, that are substantially similar to section 72 of the POPI Act, relating to the further transfer of Personal Information from the recipient to third parties who are in a foreign country; and
 - 11.2.2. The Seller hereby consents to the transfer of his Personal Information to the third party concerned.

12. GUARANTEES

- 12.1. The Company is concerned only with assisting the Seller to make connections with Suppliers and Additional Suppliers (where applicable) by providing the Seller with an opportunity to be contacted by a Supplier and by Additional Suppliers (where applicable);
- 12.2. The choice of whether or not to enter into any contract with a Supplier and/or with an Additional Supplier is at the total and sole discretion of the Seller (or his principle as the case may be) and the Supplier, Additional Supplier and the Company have absolutely no input or influence in this regard;
- 12.3. The Supplier and Additional Supplier are not the partners, agents, or representatives of the Company and the Supplier and Additional Supplier accordingly do not have the authority to represent or bind the Company in any manner whatsoever in relation the Seller;
- 12.4. The Company provides no guarantee or representation in respect of:
 - 12.4.1. The time that it will take for a Supplier/s to contact the Seller once the Connection Request has been submitted by the Seller;
 - 12.4.2. The outcome of the introduction of the Seller to a Supplier/s, and the Seller fully indemnifies the Company from any damages or losses suffered as a result of such introduction and/or as a result of any failure whatsoever by the Supplier to perform his obligations owed to the Seller;

22 JULY 2019

- 12.5. The Company provides no guarantee or representation in respect of:
- 12.5.1. The time that it will take for an Additional Supplier/s to contact the Seller once the Additional Connection Request has been submitted by the Seller;
 - 12.5.2. The outcome of the introduction of the Seller to an Additional Supplier/s, and the Seller fully indemnifies the Company from any damages or losses suffered as a result of such introduction and/or as a result of any failure whatsoever by the Additional Supplier to perform his obligations owed to the Seller.

13. INTELLECTUAL PROPERTY

- 13.1. All contents contained on the Website and all content produced by the Company *via* the Website constitutes intellectual property which belongs to and shall continue to belong to the Company;
- 13.2. The Seller agrees that he shall at no time, have any right, title or interest in the above-mentioned intellectual property and agrees that he shall not (nor shall he permit any third party to) reverse engineer, decompile, modify or tamper with the intellectual property belonging to the Company;
- 13.3. The Seller acknowledges and agrees that any content that he may decide to submit to the Company, will become the Company's property, save for the Seller's Personal Information as described in clauses 8 to 11 above and subject to the exception provided in clause 9.7 above;
- 13.4. The Seller represents, warrants and guarantees that he possesses all the rights to the content that is provided by him to the Company and that this content is not in breach of other intellectual property rights held by third parties. The Company reserves the right to reject or delete any content that does not conform to its editorial style and ethics or that may not comply with intellectual property laws;
- 13.5. The Company shall obtain comments, testimonials, photographs, approval ratings and feedback from the Seller in respect of the services provided by the Suppliers and by the Additional Suppliers where applicable. The Company shall be entitled to use and publish such information in its sole discretion for purposes of marketing its business. The Company is not responsible for the content of any comments, testimonials and approval ratings given by the Seller which are published on the Website and the Seller expressly indemnifies the Company against any loss or liability in this regard.

14. INDEMNITY AND EXCLUSION OF LIABILITY

- 14.1. The Company shall not be liable to the Seller for any loss or damage of whatsoever nature and/or howsoever arising (including consequential or incidental loss or damage including the loss of property, profit, business, goodwill, revenue, or data) or for any costs, claims or demands of any nature arising directly, or indirectly out of the Seller's use of the Services, save in the event that the aforesaid damage, loss or costs were directly or indirectly attributable to the gross negligence of the Company;
- 14.2. The Seller hereby indemnifies the Company against and holds the Company harmless from any claim by him, any Supplier, any Additional Supplier, or any third party arising directly or indirectly out of the Seller's use of the Services, or his use of any information obtained through the use of the Services or in respect of any matter for which liability of the Company is excluded in terms of clause 14.1 above;
- 14.3. In addition, the Company shall not be liable for any loss or damage of whatsoever nature and/or howsoever arising (including consequential or incidental loss or damage including the loss of property, profit, business, goodwill, revenue, or data) or for any costs, claims or demands of any nature arising directly, or indirectly out of any defamatory comments posted by the Seller in relation to any Supplier or Additional Supplier on the Website or on any other platform.

15. FORCE MAJEURE

- 15.1. Neither Party shall be liable to the other for any default or delay in the performance of its obligations under this Agreement:

22 JULY 2019

- 15.1.1. If and to the extent that such default or delay is caused by any act of God, war or civil disturbance, court order, any delay in any performance due from the other Party, or any other circumstance beyond its reasonable control, including without limitation, failures and fluctuations in electrical power or communications or internet services; and
 - 15.1.2. Provided the non-performing Party is without fault in causing such default or delay, and such default or delay could not have been prevented by the non-performing Party through the use of alternative sources, workaround plans or other means;
- 15.2. Following any circumstance of force majeure, the non-performing Party shall:
- 15.2.1. Notify the other Party as soon as possible;
 - 15.2.2. Be excused from further performance or observance of its obligation(s) so affected for so long as such circumstances prevail and such Party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay; and
 - 15.2.3. Co-operate with the other Party in implementing such contingency measures as that other Party may reasonably require.

16. GOVERNING LAW AND JURISDICTION

The law governing this Agreement, including without limitation its interpretation and all disputes arising out of this Agreement, is the law of South Africa and the Parties submit to the exclusive jurisdiction of the South African courts in respect of any matter arising from or in connection with this Agreement, including its termination.

17. NOTICES AND LEGAL PROCESS

- 17.1. Each Party chooses as his/its address for all purposes under this Agreement (“chosen address”), whether for serving any court process or documents, giving any notice, or making any other communications of whatsoever nature and for any other purpose arising from this Agreement (“notice”), as follows:

The Company:

Postal Address: PO Box 1707, Bromhof, 2154

Physical Address: Brand Potgieter Incorporated, suite 206, 2nd floor, the Valley Centre Office Suites, 396 Jan Smuts Avenue, Craighall, Johannesburg

E-mail: info@eaconnections365.co.za

The Seller: postal address, physical address, fax and email as provided by the Seller via the Website

- 17.2. Any notice required or permitted under this Agreement shall be valid and effective only if in writing;
- 17.3. Either Party may by notice to the other Party change his/its chosen address to another physical address in the Republic of South Africa and such change shall take effect on the seventh day after the date of receipt by the Party of the notice;
- 17.4. Any notice to a Party contained in a correctly addressed envelope and delivered by hand to a responsible person during ordinary business hours at its chosen address, shall be deemed to have been received on the date of delivery;
- 17.5. Any notice to a Party contained in a correctly addressed envelope and delivered by registered post to a Party’s chosen address, shall be deemed to have been received on the seventh day after posting;
- 17.6. Notwithstanding anything to the contrary herein, a written notice actually received by a Party, including a notice sent by telefax or e-mail, shall be an adequate notice to him/it notwithstanding that it was not sent or delivered to his/its chosen address.

18. INTERPRETATION

- 18.1. Clause and paragraph headings are for purposes of reference only and shall not be used in interpretation;
- 18.2. Unless the context clearly indicates a contrary intention, any word connoting:
- 18.2.1. any gender includes the other two genders;
 - 18.2.2. the singular includes the plural and vice versa;
 - 18.2.3. natural persons includes artificial persons and vice versa;
 - 18.2.4. insolvency includes provisional or final sequestration, liquidation or business rescue;
- 18.3. A reference to a business day is a reference to any day excluding Sunday and a public holiday in the Republic of South Africa;
- 18.4. When any number of days is prescribed such number shall exclude the first and include the last day unless the last day falls on a Saturday, Sunday, or a public holiday in the Republic of South Africa, in which case the last day shall be the next succeeding business day;
- 18.5. A reference to an enactment is a reference to that enactment as at the date of signature hereof and as amended or re-enacted from time to time, including all regulations promulgated in relation thereto;
- 18.6. The rule of interpretation that a written agreement shall be interpreted against the Party responsible for the drafting or preparation of that agreement shall not apply;
- 18.7. If any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of the Agreement;
- 18.8. The *eiusdem generis* rule shall not apply and accordingly, whenever a provision is followed by the word "including" and specific examples, such examples shall not be construed so as to limit the ambit of the provision concerned;
- 18.9. Where any term is defined within the context of any particular clause in this Agreement, then, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, the term so defined shall bear the meaning ascribed to it for all purposes in terms of this Agreement, notwithstanding that that term has not been defined in the definition clause.

19. GENERAL AND MISCELLANEOUS

19.1. SOLE RECORD OF THE AGREEMENT

These T&C's, published on the Website from time to time constitute the sole record of the agreement between the Parties with regard to the subject matter hereof and supersede any oral or written representations, agreements or communications between the Parties concerning the subject matter hereof. Neither Party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.

19.2. NO AMENDMENTS EXCEPT IN WRITING

No addition to, variation of, or agreed cancellation of these Terms and Conditions (including the provisions of this clause) shall be of any force or effect unless effected by the Company in writing and published on the Website.

19.3. WAIVERS

No relaxation or indulgence, which either Party may grant to the other, shall constitute a waiver of the rights of that Party and shall not preclude that Party from exercising any rights which may have arisen in the past or which might arise in future.

22 JULY 2019

19.4 **SEVERABILITY**

In the event that any provision of this Agreement should be found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

19.6. **SURVIVAL OF OBLIGATIONS**

Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement shall survive any termination or expiration of this Agreement and continue in full force and effect.

19.7. **APPROVALS AND CONSENTS**

An approval or consent given by a Party under this Agreement shall only be valid if in writing and shall not relieve the other Party from responsibility for complying with the requirements of this Agreement nor shall it be construed as a waiver of any rights under this Agreement except as and to the extent otherwise expressly provided in such approval or consent, or elsewhere in this Agreement.

19.8 **CESSION AND ASSIGNMENT**

Neither Party may cede, assign, delegate, or in any other manner transfer its right, title, interest and/or obligations in terms of this Agreement to any third party without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

19.9 **WARRANTIES**

19.9.1. The Parties agree that the following principles shall apply to all warranties and undertakings made by each of them in this Agreement:

19.9.1 The warranties shall be deemed to be representations and undertakings by the Party giving the warranty or undertaking in favour of the other Party;

19.9.2 Each warranty shall conclusively be deemed to be a representation of fact inducing the Party to whom it was given to enter into this Agreement;

19.9.3 Each warranty shall be presumed to be material;

Each warranty shall be a separate warranty and in no way limit or restricted by reference to or inference from the terms of any other warranty.