



1. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

- 1.1. After signing up, you will receive an e-mail from us acknowledging that we have received your registration. Please note that this does not mean that your subscription has been accepted. Your subscription constitutes an offer to us to subscribe to our Services. We will confirm such acceptance to you by sending you an e-mail that confirms that your subscription has been accepted (**Welcome Email**).
- 1.2. The subscription plan to our Services consists of a once-off payment based on the selected package and automatically terminates upon the last day of the selected package. By entering into this Agreement, you acknowledge that your subscription has a once-off initial payment feature. To terminate your authorisation or change your payment method, log into your account and manage your automatic subscription payment to us under the '**pre-approved payments**' tab in '**settings**'. Viconet cannot alter or cancel this for you.
- 1.3. By subscribing to our Services, you are agreeing to pay the once-off payment and accept our services, subscriptions will automatically terminate upon the last day of the selected package on the subscription terms set out in the Application Form you have completed. You can cancel your subscription at any time and you forfeit the amount you paid for the selected package. You will not be charged for any cancellation and your account will be deleted on our system. To cancel a Contract, you must log on to your account and select '**to cancel your Subscription**' with Viconet.
- 1.4. We reserve the right at our absolute discretion not to renew your subscription at any time without giving any reasons for our decision.
- 1.5. Viconet reserves the right to monitor and remove any persons acting outside of the Subscription Terms within the platform. These decisions will be made at our absolute discretion and will not be entered into further discussion.

2. PRICE AND PAYMENT



- 2.1. The fee of the Subscription will be as displayed on our site from time to time, except in cases of obvious error.
- 2.2. Payment for all Services are processed via **Payfast** in line with the payment method type enabled by Payfast. For more information on the payment method types enabled for your use, please click on the Payment Terms.
- 2.3. Subject to clause 9.2 below, if we fail to comply with these terms and conditions, we shall only be liable to you for the Subscription fee.
- 2.4. Nothing in this agreement excludes or limits our liability for:
 - 2.4.1. Proven fraud or fraudulent misrepresentation;
 - 2.4.2. Defective Services; or
 - 2.4.3. Any other matter for which it would be illegal for us to exclude or attempt to exclude our liability.

3. WRITTEN COMMUNICATIONS

- 3.1. Applicable laws require that some of the information or communications we send to you should be in writing and writing shall be as defined in terms of the Electronic Transactions and Communications Act 36 of 2005. When using our site, you accept that communication with us will be mainly electronic.
- 3.2. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

4. NOTICES

- 4.1. All notices given by you to us must be given to Viconet at Unit C38., Block C, Lone Creek, 21 Mac Mac Road and Howick Close, Waterfall Park, Midrand, 1979. We may give notice to you at either the e-mail or postal address you provide to us when signing up to a Subscription.



- 4.2. Notice will be deemed received and properly served immediately when posted on our website, 24 (twenty-four) hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

5. TRANSFER OF RIGHTS AND OBLIGATIONS

- 5.1. The Contract between you and us is binding on you and us and on our respective successors and assignees.
- 5.2. You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.
- 5.3. We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1. We are the owner or the licensee of all intellectual property rights in our site, whether registered or unregistered, and in the material published on it. These works are protected by copyright laws and all such rights are reserved.
- 6.2. You may print off one copy, and may download extracts, of any pages from our site for your personal reference. You must not use any part of our copyright materials for commercial purposes without first obtaining a licence to do so from us and our licensors.
- 6.3. If you post comments on the Services to any website or social media network (**Commentary**) you must ensure that such Commentary represents your fairly-held opinions. By subscribing to the Services, you irrevocably authorise us to quote from your Commentary on our site and in any advertising or social media outlets which we may create or contribute to.

7. EVENTS OUTSIDE OUR CONTROL



- 7.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (**Force Majeure Event**).
- 7.2. A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:
 - 7.2.1. Strikes, lock-outs or other industrial action;
 - 7.2.2. Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
 - 7.2.3. Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
 - 7.2.4. Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
 - 7.2.5. Impossibility of the use of public or private telecommunications networks; and;
 - 7.2.6. The acts, decrees, legislation, regulations or restrictions of any government.
 - 7.2.7. Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

8. WAIVER

- 8.1. If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations.
- 8.2. A waiver by us of any default will not constitute a waiver of any subsequent default.



8.3. No waiver by us of any of these terms and conditions will be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

9. SEVERABILITY

9.1. If any of these terms and Conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

10. ENTIRE AGREEMENT

10.1. These terms and conditions and any document expressly referred to in them constitute the whole agreement between us and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us relating to the subject matter of any Contract.

10.2. We each acknowledge that, in entering into a Contract, neither of us relies on any representation or warranty (whether made innocently or negligently) that is not set out in these terms and conditions, or the documents referred to in them.

10.3. Each of us agrees that our only liability in respect of those representations and warranties that are set out in this agreement (whether made innocently or negligently) will be for breach of contract.

10.4. Nothing in this clause limits or excludes any liability for fraud.

11. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS

11.1. We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

11.2. You will be subject to the policies and terms and conditions of Viconet at the time that you Subscribed for our Services from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change in the Policies.



12. LAW AND JURISDICTION

12.1. Contracts for the Subscription of the Services through our site and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by South African laws. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) will be subject to the non-exclusive jurisdiction of the courts of South African laws.