



INTRODUCTION

We do not like reading long contracts just as much as you do. However, it is important that all our customers and potential customers are made aware of any applicable terms and conditions prior to purchasing our products and services.

PURPOSE

The purpose of this contract is to protect both you and us in our attempts to clear up any issues that may cause problems later. Should you have any questions to these terms and conditions, kindly send us an email at homesupport@surf4life.co.za and we will gladly assist.

NOTICE

Your attention is drawn to the below clauses:

1. You agree to provide Surf4Life with true and correct information in order to provide our services to you.
2. You give Surf4Life permission to process your personal information.
3. You agree that these terms and conditions may change and that you will regularly check for any changes on the Surf4Life website.
4. You agree that abusive behavior towards Surf4Life staff or brand will not be tolerated.
5. You agree that you will choose services that suit your needs.
6. You agree that you may cancel this contract by either giving notice or by electing to not purchase our services for the said month.
7. You agree that Surf4Life may cancel this contract by giving notice.
8. You limit Surf4Life's liability.
9. You indemnify Surf4Life against various acts or omissions.

1. DEFINITIONS

- 1.1 “Surf4Life” means either Surf4Life (Pty) Ltd or any other entity which Surf4Life (Pty) Ltd may assign, cede or delegate any of its rights or obligations to;
- 1.2 “Surf4Life system” means equipment operated together as a system by Surf4Life to provide any services, including without limitation servers, peripherals, routers, switches, software, databases, cables, generators, and uninterruptible power supplies;
- 1.3 “Surf4Life website” means the internet website published at the URL: “ www.surf4life.co.za”.
- 1.4 “Contract” means the general terms, conditions, acceptable use policy, privacy policy, take- down notices and applicable service terms;
- 1.5 “Application” means a request to have Surf4Life’s services rendered to the customer;
- 1.6 “Business day” means any day that is not a Saturday, Sunday or an official public holiday in South Africa.
- 1.7 “Business hour” means a period of 60 minutes between the hours of 08:00am to 17:00pm.
- 1.8 “Customer” is the party described as such on any application executed between customer and Surf4Life.
- 1.9 “Customer data” means data:
- 1.9.1 transmitted to the customer using the Surf4Life system;
- 1.9.2 stored by the customer on the Surf4Life system (or on the customer system as the case may be);
- 1.9.3 transmitted by the customer via the Surf4Life system; or
- 1.9.4 in the day-to-day utilization of our services.
- 1.10 “Customer equipment” means any equipment installed at the customer’s residence that Surf4Life does not own, including without limitation servers, peripherals, routers, switches , software, databases, data cables, and uninterruptible power supplies.
- 1.11 “Customer portal” means the customer portable on Surf4Life’s website, accessed by using customer credentials and passwords;
- 1.12 “Data” means electronic representations of information in any form.
- 1.13 “Database” means a collection of related data including, but not limited to, text, images sound and video, all of which have been created and integrated using a method of connecting and displaying the data into a collection of interrelated independent files or data which is stored together.

- 1.14 "Domain" means an internet subdomain registered with an authorised registrar appropriate to its top-level domain ("TLD") and comprising its constituent domain name server records including, but not limited to, host names, aliases and mail exchange ("MX") records.
- 1.15 "Emergency Maintenance" means maintenance to the Surf4Life system, intended to remedy existing circumstances or prevent imminent circumstances that are likely to cause danger to persons or property, an interruption to the communication services, or substantial loss to Surf4Life, the customer or any third party.
- 1.16 "Fee" in respect of each service will be as noted in the fee schedule provided to the customer on initiation of the service and adjusted from time to time.
- 1.17 "Goods" means all goods to be provided by Surf4life to the customer in terms of this contract, including without limitation equipment, hardware and third-party software.
- 1.18 "Good Industry Practice" means the exercise of that degree of skill, diligence, prudence, and foresight which would reasonably be expected from a skilled and experienced service provider providing similar services to those provided under this contract. Such a service provider would seek in good faith to comply with its contractual obligations, and with all applicable laws, codes of professional conduct, relevant codes of practice, relevant standards, and all conditions of planning and other consents
- 1.19 "Intellectual Property Rights" means patents, registered designs, trademarks (whether registered or otherwise), copyright, trade secret rights, database rights, design rights, service marks and other intellectual property rights and rights to claim something as confidential information, including in other jurisdictions, which grant similar rights.
- 1.20 "Malicious Code" means anything that contains any computer software routine or code intended to:
- 1.20.1 allow unauthorised access or use of a computer system by any party, or
 - 1.20.2 disable, damage, erase, disrupt or impair the normal operation of a computer system,
 - 1.20.3 and includes any back door, time bomb, Trojan horse, worm, drop dead device or computer virus.
- 1.21 "Multi-Factor Authentication" refers to the process of establishing a user's identity using several concurrent means of verification such as one-time pin, security questions or other forms of validation.
- 1.22 "OTP" means One-Time Pin or One-Time Password that is used for login to Surf4Life systems or for verification purposes.
- 1.23 "RICA" means the Regulation of Interception of Communications and Provision of Communication-related Information Act 70 of 2003.
- 1.24 "Services" means internet services and access but for each specific service offering the meaning will be specified in more detail, as provided in the additional terms for each of the listed options.
- 1.25 "Service Terms" means a document describing the terms on which Surf 4Life will provide a particular Good or Service, as amended from time to time.
- 1.26 "General Terms and Conditions" means this document.

- 1.27 "Software" means any computer programme (whether source- or object code), as well as any database structure or content, artistic work, screen layout, cinematograph film, sound recording, preparatory material, user or technical documentation or any other work created in connection therewith and any modifications, enhancements or upgrades thereto.
- 1.28 "Supplier" means a supplier of goods and / or services to Surf4Life.
- 1.29 "Two Factor Authentication" refers to the process of establishing a user's identity using various methods, such as one-time pin and security questions.
- 1.30 "User/s" means the customer or any other person accessing any the Services provided by Surf4Life.

2. HOW CONTRACT WORKS

- 2.1 The customer logs in to the Surf4Life website and chooses the services they want to purchase.
- 2.2 After selection, the customer will then proceed to make electronic payment on the website.
- 2.3 Proof of payment will be sent to the customer and the service will be initiated every month.
- 2.4 This process will occur every month unless the customer purchases a 12 (twelve) month mandate debit order.
- 2.5 The provision of any service to the customer does not confer on the customer any right to resell the service unless the customer has been granted a licence or licence exemption by ICASA, and the customer has entered into a reseller agreement with Surf4Life.

3. APPLICATIONS AND INITIATION

- 3.1 Surf4Life will provide the goods and services as per the customer's purchase on the website.
- 3.2 Surf4Life reserves the right to refuse to commence provision of services based on the customer's previous conduct.
- 3.3 An application must be submitted via the Surf4Life website.
- 3.4 Each above submission will be a separate contract between the customer and Surf4Life (unless amended or renewed).
- 3.5 The terms of one application will not apply to another, unless it amends or renews an existing contract.
- 3.6 The customer consents to Surf4Life carrying out a credit check on the customer at any applicable credit bureau and may make the provision of the Goods or Services dependant on its satisfaction with the results. Surf4Life may provide information on the customer's payment record to a credit bureau.
- 3.7 If the customer is a juristic person, Surf4Life may require one or more of its officers to stand surety for the customer's obligations under this contract. Even if the contract has commenced, Surf4Life may

withhold providing the services until the surety has been signed.

- 3.8 Depending upon the services provided, Surf4Life may be obliged to obtain certain information and documents from the customer, and Surf4Life may withhold or suspend providing services until the customer has provided the necessary information and/or documents to Surf4Life.
- 3.9 If the customer has not complied with a requirement of this clause, Surf4Life may delay providing the services until the customer has complied. If the customer does not comply within a reasonable period, Surf4Life may terminate this contract and will not be liable for any damage that the customer may suffer as a result.
- 3.10 Commencement of the services is subject to a five-day cooling-off period which will be interrupted if the service in question is not made available to the customer during this period.

4. CUSTOMER WARRANTS

- 4.1 The customer confirms that all statements made to Surf4Life are true and correct. Surf4Life reserves the right to request proof of any facts or claims. The customer also commits to providing Surf4Life with necessary information required in the provision of the selected services, and (where applicable) consent to the use or sharing of this information with third parties to comply with regulatory conditions (such as Domain Registration Listings) within the guidelines of applicable privacy legislation.
- 4.2 Surf4Life reserves the right to, at any time, request verification of the identity of the main account holder. Failure to produce such verification could result in summary suspension or cancellation of the services.
- 4.3 The customer (or the customer's agent) certifies that the customer is above the age of 18 years, has full contractual capacity and (in the case of an agent) is duly authorised by the customer to contract on the customer's behalf.
- 4.4 Surf4Life's website is designed to facilitate reasonable use of the Surf4Life products and services. Surf4Life reserves the right to suspend or terminate users who are improperly using features of the systems to avoid billing, shaping, suspension or any other system controls, or exploit bugs or limitations in the system design to effect avoidance of system controls or commit crimes. Surf4Life reserves the right to deem an activity as "unreasonable exploitation of the system" and will take appropriate action based on the circumstances and severity of the incident(s).
- 4.5 This contract shall be governed by the laws of the Republic of South Africa and the courts of South Africa will decide any disputes.
- 4.6 If the customer or its staff engages in behaviour that is a contravention of the Acceptable Use Policy or may be considered offensive to Surf4Life or its staff, Surf4Life reserves the right to suspend or terminate the customer's services, irrespective of the form and medium of this abuse.
- 4.7 If any of the terms of this document are found to be invalid, unlawful or unenforceable, such terms will be severable from the remaining terms, which will continue to be valid and enforceable.

- 4.8 Surf4Life reserves the right to remove any content hosted by a customer which it considers illegal or contrary to the AUP or for which it has received a takedown notice.

5. AVAILABILITY OF SERVICES

- 5.1 Surf4Life cannot guarantee the provision of the requested services upon the receipt of an application.
- 5.2 Provision of the service is subject to Surf4Life confirming that it is technically feasible to do so.

6. CHOICE OF SERVICES AND PRODUCTS

- 6.1 Surf4Life offers online application and signup process for all products and services only via its website. The customer is solely responsible for ensuring that their choice of product or service conforms to their requirements or desired outcome. Surf4Life will not be liable for compensation, costs or damages resulting from incorrect selection of products or services, or resultant delays in rectifying such errors.
- 6.2 Sign-up for products and services is subject to the cooling-off period described in section 44 of the Electronic Communications and Transactions Act ("the ECT Act").
- 6.3 Surf4Life provides services based on information provided by the customer, and Surf4Life offers no warranty as to the suitability of the services beyond the requirements as expressed by the customer.
- 6.4 Surf4Life reserves the right to stop offering services if it deems it necessary. Surf4Life will then either provide the service for the remainder of the time that has been paid for or refund the amount paid for that specific package.

7. PAYMENT AND PENALTIES

- 7.1 Surf4Life reserves its rights to change its prices at any time on reasonable notice, which will not be less than 30 days, as per the minimum term of a month-to-month agreement.
- 7.2 Surf4Life only accepts debit order and visa/mastercard payments for month-to-month services and will only accept alternative payment under specific circumstances and only by prior arrangement at Surf4Life's discretion.
- 7.3 The customer's monthly debit orders of the fee will be submitted monthly in advance on or about the first business day of the month. This will apply to both debit order payments and visa/mastercard payments.
- 7.4 Surf4Life will not accept any liability or responsibility for delays, suspensions, or impact to services due to use of non-approved payment methods by customers.
- 7.5 If the customer's debit order bounces for any reason, Surf4Life reserves the right to resubmit the debit order at any time.

- 7.6 Non-payment of any fee by its due date, whether because of unpaid debit orders, declined cards or any other cause may result in immediate suspension of services (which may not be limited to the service in question). Surf4Life retains the right to suspend any services for non-payment, and to withhold such services until all arrears are settled in full on all products and services.
- 7.7 Services which have been suspended for non-payment of fees will remain suspended until payment has been made and the service is reconnected as described below. The customer will not be credited for data or services that would otherwise have been available to the customer during the period of suspension.
- 7.8 If the customer remains in default of a monthly fee for two consecutive calendar months, Surf4Life may terminate the agreement with immediate effect. The customer will remain liable for all fees and charges for any period of suspension.
- 7.9 Should the customer settle the unpaid fee they will be reconnected as described below.
- 7.10 Surf4Life may charge an admin fee for failed or returned payments, regardless of method of payment or the reason for non-payment. Such admin fees are payable immediately and in conjunction with the outstanding fees which resulted in non-payment. Admin fees will be calculated on a sliding scale based on the number of incidents of non-payment on the customer's payment record. Non-payment of admin fees will be considered non-payment and will be subject to the same terms. Once levied, admin fees are not recoverable or reversible, regardless of whether payment is made within the prescribed period.
- 7.11 If the customer's services are suspended or terminated for any reason, including non-payment, Surf4Life may charge a reconnection fee for subsequent reactivation of services as described in website. Reconnection fees are payable in full before any services can be reactivated, once suspended. Surf4Life may charge multiple reconnections fees where multiple products are affected and may charge "escalating" penalties for repeated non-payment offences. Any prior leniency shown in this regard will not prejudice Surf4Life's right to enforce such penalties in full at any time (within their discretion).
- 7.12 Reconnection of services may be subject to a waiting period of up to 72 hours, at Surf4Life's discretion, regardless of when payment is received or cleared.
- 7.13 In cases of suspension of services due to non-payment, Surf4Life reserves the right to levy both reconnection fees and admin fees. All penalty fees must be settled in full, prior to reconnection of affected services.
- 7.14 Both admin and reconnection fees will not exceed R400 (charged on a sliding scale based on the number of incidents of non-payment), and this amount is based on (but not limited to) a reasonable estimation of accumulated administrative costs (such as labour), bank penalties and resubmission charges levied by payment carriers.
- 7.15 In the case of billing disputes, the onus is upon the customer to raise such disputes in good time

through the complaint's procedure set out in these terms to prevent interruption of services while the billing is in dispute.

Reparations will be made to customers with successful disputes by means of an account credit or refund, at Surf4Life's discretion.

- 7.16 Surf4Life reserves the right to terminate services where a customer has shown a repeated disregard for payment terms and consistently fails to make regular scheduled payments on time and using approved payment methods. The conditions of termination will be based on guidelines determined at Surf4Life's discretion and may vary. The terms of termination will be determined at Surf4Life's discretion. Notice of termination will be provided to the best of Surf4Life's ability, but Surf4Life will not be held liable for claims or requests for further provision of services once a customer's services have been terminated due to non-payment.
- 7.17 Unless otherwise agreed:
- 7.17.1 Billing will commence on the date that service provision commences.
 - 7.17.2 Services are billed in advance and all invoices must be paid by the customer in advance.
 - 7.17.3 Any Services invoiced in arrears are payable on presentation of invoice.
 - 7.17.4 All fees and other amounts payable are quoted exclusive of VAT.
- 7.18 Interest will be charged on any amount that remains unpaid by the customer beyond the due date of payment:
- 7.18.1 The interest rate will be 2% (two percent) above the prime overdraft rate (percent, per annum), up to a maximum of 2% per month.
 - 7.18.2 The prime overdraft rate will be as charged by Surf4Life's bankers at the time, which will be evidenced by a certificate issued by any manager of that bank, whose authority it shall not be necessary to prove.
 - 7.18.3 The interest will be calculated from the due date of payment to the date of actual payment, both days inclusive, will be compounded monthly in arrears. The customer agrees and undertakes to pay the interest.

8. Debit order authorisation

- 8.1 By accepting these terms, the customer hereby authorizes Surf4Life to debit their nominated bank account or visa/mastercard any variable amount pertaining to the service or products they have selected, on sign up for and thereafter at the beginning of each month. This sum being the amount for settlement of the monthly amount due by the customer in respect of services or products.
- 8.2 The customer authorises Surf4Life's nominated agent to debit their bank account or visa/mastercard on Surf4Life's behalf (the "authorized party"). The debit authority will remain in force until such

services or products are cancelled, subject to the condition that the customer agrees that debits related to cancellation notice periods will be honoured before the expiration of the debit authority.

- 8.3 The customer agrees that the authorized party may freely cede, delegate, or assign any of its rights or obligations in terms of this debit order instruction without consent from the customer and that the customer may not cede, delegate or assign any of their rights and obligations in terms of this debit order instruction to any third party without the prior written consent of the authorized party.

9. TERM AND TERMINATION

- 9.1 Surf4Life operates month-to-month contracts. Either the customer or Surf4Life may terminate the agreement, or a particular service, by either not paying for services in the specific month or by giving one calendar months' notice to the other. For example, if notice is given on the 15th of January, termination will take effect on the 1st of March. Service Terms may allow for shorter notice periods.
- 9.2 The customer may give notice of termination to Surf4Life via website. Cancellation of any service is the customer's responsibility and all tools to effect such cancellation are provided on S4L website. The customer is responsible for ensuring that such cancellation of service is actioned with due attention to terms of cancellation, as well as cancellation conditions which require the customer to specifically indicate a required process. Should the customer incorrectly complete the cancellation process, Surf4Life will not be liable for any additional costs or compensation due to the error.
- 9.3 Either party may terminate this contract and any service provision where there is a breach of this agreement by the other which has not been remedied within seven (7) days of receipt of written notice to do so.
- 9.4 Surf4Life reserves the right to terminate agreements based on a breach of this agreement or linked agreements (such as their Acceptable Use Policy) which is viewed as a breach of the whole service contract.
- 9.5 The customer acknowledges that Surf4Life may terminate this agreement by written notice, including email, and without liability in the event of the termination of its agreement with an upstream licensee relevant to the provision of any connectivity service.
- 9.6 Surf4Life reserves the right to deactivate or terminate selected free services, should they not be used within a prescribed period or at Surf4Life's sole discretion. Such termination will take place automatically, as per product specifications, and may occur without prior warning. Surf4Life accepts no liability should such termination take place, and no warranty is made regarding the availability of said

products in the future. Surf4Life reserves the right to terminate products provided as free products where a breach has occurred (such as non-payment) in relation to other products, whether or not such breach has direct or indirect bearing on the free product service provision.

10. CUSTOMER INFORMATION AND PRIVACY

- 10.1 Customers signing up for services as a primary contact are considered as “the customer” and no other parties will be permitted access or authority to the customer account, even if they are a third-party recipient or affiliate of the “customer”.
- 10.2 Surf4Life will observe all privacy of information best practices, in accordance with the applicable laws of South Africa, including the Protection of Personal Information Act (POPI) of 2013.
- 10.3 The customer consents to Surf4Life processing Personal Information transmitted to the Surf4Life system in a way which is consistent with the service being provided. Where the customer's use of a service leads to the transmission of Personal Information to or from the Republic of South Africa, the customer acknowledges that it has a duty to comply with any relevant statutory provisions dealing with data privacy either in the Republic of South Africa or in any foreign country to which the Personal Information is transmitted. The customer warrants that it has obtained the consent of any third party for the use of that party's Personal Information in this way, or otherwise that such processing is lawful, and indemnifies Surf4Life from any claim brought by such third party because of its failure to do so.
- 10.4 Surf4Life may retain backups as a matter of course for up to one year after termination, and the customer consents to such retention. However, Surf4Life gives no warranty in respect of the effectiveness of such backups (if any).
- 10.5 Calls to Surf4Life support are recorded for training and quality purposes. Recordings will be saved for a maximum of three (3) months from the date of recording.

11. SECURITY

- 11.1 Surf4Life will implement measures in line with Good Industry Practice to ensure the security of the Surf4Life system and the physical security of Surf4Life's premises but gives no warranty that breaches of security will not take place.
- 11.2 If the customer discovers a security violation, or thinks that a security violation is imminent, it must immediately notify Surf4Life in an appropriate way that does not further compromise security concerns.
- 11.3 If the customer suffers damage because of loss or corruption of customer data through a security violation, it will be liable for the damage if the violation was the customer's fault.
- 11.4 The customer must not do anything that may prejudice the security of the Surf4Life system, and must take all reasonable measures necessary to ensure that:

- 11.4.1 no unlawful access is gained to Surf4Life’s premises, the Surf4Life System, or the customer’s own system;
 - 11.4.2 no malicious code is introduced into the Surf4Life System; and
 - 11.4.3 the customer data is safeguarded.
- 11.5 If a security violation occurs, or Surf4Life is of the view that a security violation is imminent, Surf4Life may take whatever steps it considers necessary to maintain the proper functioning of the Surf4Life System including without limitation:
 - 11.5.1 changing the customer’s access codes and passwords (or those of any user of the Surf4Life System), and
 - 11.5.2 preventing access to the Surf4Life system.
- 11.6 Surf4Life takes reasonable measures to provide disaster recovery but does not warrant that recovery will be successful or that it will be completed within any time limit.
- 11.7 The customer must give its full cooperation to Surf4Life in any investigation that may be carried out by Surf4Life regarding a security violation.
- 11.8 If the customer is providing any service to third parties that makes use of the Surf4Life system, the customer must contractually bind those third parties to equivalent terms regarding security as are set out in this clause eleven.
- 11.9 Surf4Life may on prior written notice to the customer inspect the customer’s installation and customer equipment located on Surf4Life’s premises to ensure compliance with the building regulations and restrictions agreed between the parties.
- 11.10 By signing up and submitting personal information to Surf4Life, customers expressly agree to validation and verification methods such as two factor authentication and/or multi-factor authentication, using personal information submitted, or such information as required by Surf4Life from time to time. The method of verification used will be implemented at the discretion of Surf4Life. Customers hereby grant authority to Surf4Life to use personal information for this purpose, including sending OTP information via SMS to their mobile phones.

12. SUSPENSION OR TERMINATIONS OF SERVICE

- 12.1 Surf4Life may, subject to this agreement or Acceptable Use Policy, suspend or terminate services of a customer in its absolute discretion by providing email notice if:
 - 12.1.1 the customer commits a serious or repeated breach of the agreement or the customer engages in any conduct which in Surf4Life’s opinion would have a negative impact on Surf4Life, other customers or Surf4Life’s staff or is detrimental to the welfare, good order or character of Surf4Life; or

- 12.1.2 Any part of the customer's fees are not paid in full when due; or
 - 12.1.3 The information the customer supplied to Surf4Life is found to be incorrect or false;
 - 12.1.4 Surf4Life reasonably thinks that the customer's use of the services may result in the commission of a crime or is otherwise unlawful.
- 12.2 Surf4Life reserves the right to effect such suspension or termination without notice, depending on the severity of the breach, but will undertake to inform customers where possible. Upon such suspension or termination, such customers:
- 12.2.1 Will not be eligible for reimbursement / compensation, unless at Surf4Life's discretion;
 - 12.2.2 Will not be eligible for payment under any promotions during that time;
 - 12.2.3 May be further barred from signing up for any services with Surf4Life in the future;
 - 12.2.4 May be reported to governing bodies, such as ISPA, for listing purposes;
 - 12.2.5 May be listed with applicable authorities and credit bureaus.
- 12.3 The period of suspension will be that which is reasonable under the circumstances that gave rise to the suspension.

13. LIMITATION OF LIABILITY AND INDEMNITY

- 13.1 SURF4LIFE WILL NOT BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY IN RESPECT OF ANY AND ALL DAMAGES, LOSS, CLAIMS OR COSTS, OF WHATEVER NATURE AND INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES, SUFFERED BY THE CUSTOMER OR THIRD PARTY, HOWSOEVER ARISING, AND SURF4LIFE WILL MOREOVER NOT BE LIABLE WHETHER THE LOSS WAS THE RESULT OF THE ACT OR OMISSION OF AN SURF4LIFE EMPLOYEE, VICARIOUS OR STRICT LIABILITY.
- 13.2 In the event that Surf4Life is nonetheless held liable, the quantum of Surf4Life's liability will not exceed the monthly or pro-rata fees due for the service that occasioned the loss, in the preceding three (3) months, regardless of whether the claim arises out of negligence on the part of Surf4Life or any other cause.
- 13.3 USE OF THE SERVICES INDICATES THAT THE CUSTOMER INDEMNIFIES AND HOLDS HARMLESS SURF4LIFE IN RESPECT OF ANY DAMAGES, LOSS OR COSTS OR CLAIMS INSTITUTED AGAINST SURF4LIFE ARISING FROM ANY APPLICATION OR SUBSCRIPTION TO OR USE OF ANY SERVICE OR BREACH OF THE TERMS AND CONDITIONS APPLICABLE TO IT.
- 13.4 These limitations on liability and indemnities apply to the benefit of Surf4Life and Surf4Life's Affiliates, directors, officers, employees, contractors, agents and other representatives, as well as any third parties whose networks are connected to the Surf4Life System.

- 13.5 Nothing contained in this clause thirteen will limit the customer's liability in respect of charges incurred for ongoing Services.
- 13.6 If the Consumer Protection Act 68 of 2008 is applicable to this agreement, and any provision of this clause 13 is found by a court or tribunal with jurisdiction over Surf4Life to be unfair, unreasonable or unjust, then that provision (whether it be a word, phrase or sub-clause) will be severed, and the remainder of this clause 13 will have full force and effect.
- 13.7 In the case of ambiguity, this clause thirteen will take precedence over any expression of the Parties' intention, whether express or implied, that may be contained elsewhere in this agreement.

14. IP PROVISIONING

- 14.1 Surf4Life may provision IP addresses for use with your Internet Services.
- 14.2 You acknowledge and agree that you will not receive any proprietary or ownership rights in such designation, and that Surf4Life may change your IP addresses at any time.
- 14.3 Whether IPv6, public or private IPv4, any IP addresses provisioned by Surf4Life for use with your Internet Services is done at Surf4Life's sole discretion.

15. NOTICES

- 15.1 All requests by the customer for the provisioning, modification or termination of services, and for modification of contact and other personal information must be made via the Surf4Life website and Surf4Life reserves the right to ignore any such request made in any other manner.
- 15.2 The Parties choose their addresses where they will accept service of any notices/documents for all purposes arising from this agreement (domicilium citandi et executandi):
In the case of Surf4Life:
7 Rambo Junction
400 Roan Crescent
Corporate Park North
Midrand
1685

- 15.3 In the case of the customer, the addresses set out in the application form on the Surf4Life website.
- 15.4 Either Party may vary it is given physical address or other contact details by notifying the other Party in writing.
- 15.5 Any notice given in terms of this agreement must be in writing and any notice given by any Party to another ("the addressee") which:
- 15.5.1 is delivered by hand will be deemed to have been received by the addressee on the date of delivery; or
 - 15.5.2 if sent by fax during Business Hours, upon production of a satisfactory transmission report by the fax machine which sent the fax and if outside such Business Hours then at the beginning of the next Business Day; or
 - 15.5.3 is transmitted by email will be deemed to have been received upon confirmation of receipt (not automated receipt) thereof by the addressee; or
 - 15.5.4 is posted by pre-paid registered post from an address within the Republic of South Africa to the addressee at its chosen postal will be deemed to have been received by the addressee on the seventh (seventh) day after the date of posting.
- 15.6 Despite the above:
- 15.6.1 any notice that Surf4Life sends by email to an email account hosted on the Surf4Life system by the customer will be deemed to have been received by the customer on the date of transmission; and
 - 15.6.2 if a written notice or communication is received by one of the Parties from the other, this will be adequate written notice or communication to that Party.

16. INTERPRETATION AND GENERAL

- 16.1 **Whole Agreement:**
This agreement is the whole of the agreement between the parties, and no document or statement not mentioned above will form part of it. Only a written variation, waiver or cancellation agreed to by both parties will be of any effect.
- 16.2 **Applicable Law & Jurisdiction:**
The law of the Republic of South Africa will apply to this agreement, its interpretation and any matter or litigation relating to or arising from it, and the parties' consent to the jurisdiction of the courts of Republic of South Africa in this regard.
- 16.3 **Survival:**
For the avoidance of doubt, any provision of this agreement that anticipates any right or duty extending beyond the termination or expiry of this agreement will survive the termination or expiry of this agreement and continue in full force and effect.

16.4 No Indulgence:

If one party chooses not to enforce any part of this agreement, that does not mean that the party cannot enforce that part later. If any part of the agreement is found to be unenforceable, the rest will still be enforceable.

16.5 Representatives:

The signatories hereto acting in representative capacities warrant that they are authorised to act in such capacities and accept personal liability under this agreement should they prove not to be so authorised.

16.6 Reading Down:

If a provision of this agreement is reasonably capable of an interpretation which would make that provision valid and enforceable and an alternative interpretation that would make it void, illegal, invalid or otherwise unenforceable, then that provision shall be interpreted, so far as is possible, to be limited and read down to the extent necessary to make it valid and enforceable.

16.7 Severance:

In the event that any part of this agreement is found to be partially or fully unenforceable because it does not comply with any law, or for any other reason, this will not affect the application or enforceability of the remainder of this agreement.