



securi.com

SECURING YOUR INTELLECTUAL PROPERTY

Terms and Conditions

Last Revision: 21/11/2011



DEFINITIONS

In this Service Agreement the following words and phrases shall have the following meanings unless the context otherwise requires:

“Addendums” – The Addendums are any documents annexed to the Service Agreement in respect of related matters, including without limitation, pricing, service, listing and the specification of equipment and service level agreements, which are attested to by both parties.

“Completion of Connection” – A connection shall be deemed complete when the SECURICOM is able to establish a connection to the firewall and/or send data to or receive data from the Customer's router;

“Customer” – the person described as such in the Service Agreement;

“Effective Date” - The Effective Date of this Agreement shall be the date of Completion of Connection.

“Initial Term” –The Initial Term is the period during which SECURICOM shall provide the Service as defined in the relevant Proposal and which commences on the Completion of Connection;

“Internet” – The Internet is the global data network comprising interconnected networks using TCP/IP (“Transmission Control Protocol/Internet Protocol”);

“Intellectual Property Rights” -_Means (i) copyright, patents, know-how, confidential information, database rights, and rights in trade marks and designs (whether registered or unregistered), (ii) applications for registration, and the right to apply for registration, for any of the same, and (iii) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world;

“Internet Standards” – Internet Standards are the norms and rules accepted by Internet users, including without limitation, specific standards set down by the global Internet societies;

“Name” - A name is any name specifically requested by or allocated to the Customer for the provision of the Service including, without limitation, any domain Name or mailbox Name;

“Service Agreement” - The Service Agreement is the agreement, between the Customer and SECURICOM incorporating the Terms and Conditions of Contract, Proposal and any Addendums, which by the signature of the Parties, binds the Customer and SECURICOM in terms of this Service Agreement, in terms with clause 2.2 below;

“Service” – Services refer to the provision Internet services, IT services and other related services provided by or on behalf of SECURICOM to the Customers,

“Signature Date” - The Signature Date is the date of signature of this agreement by the party last signing;

“Proposal” – The Proposal is the document containing the description of the Service to be provided by SECURICOM to the Customer at the applicable fees charged by SECURICOM from time to time, which Proposal shall be an addendum to this Service Agreement and hence be governed by the terms of this Service Agreement

SECURICOM – SECURICOM shall mean, SECURICOM , company number 94/0944/07



SECURICOM Equipment – SECURICOM Equipment means any equipment or software, which is supplied by or on behalf of SECURICOM, irrespective of ownership of the equipment, to the Customer or placed at or on the Customer premises for the purpose of providing the Service as, described in the relevant Proposal.

HEADINGS AND INTERPRETATION

The clause headings contained herein are for reference purposes only and shall not be used in the interpretation of this Service Agreement. Words importing any one gender include the other two genders, the singular includes the plural and visa versa, the natural persons includes created entities (corporate or unincorporate) and visa versa.

APPLICATION OF THE TERMS AND CONDITIONS

These Terms and Conditions, together with the Service Agreement, Proposal and Addendums hereto, shall constitute the entire agreement between SECURICOM and Customer relating to the subject matter hereof, notwithstanding anything in any Customer's inquiry, specification, acceptance, order or other documentation to the contrary. If there shall be any provision of any Addendum which conflicts with any provision of the standard Terms and Conditions of this document, the latter shall prevail. Notwithstanding anything to the contrary in any document completed or supplied by the Customer, an Agreement will only come into being between SECURICOM and the customer when the Service Agreement has been signed by a duly authorised representative of the Customer and has been accepted in writing by a duly authorised representative of SECURICOM.

TERM AND TERMINATION

- 3.1 The provision of the Services shall be for the Initial Term or as otherwise agreed to in writing commencing on the Effective Date, subject to 5.6 below.
 - 3.2 Either Party, may during the Initial Term, terminate the Service Agreement against the end of the Initial Term by way of 90 (ninety) days written prior notice
 - 3.3 Should notice to terminate at the end of the Initial Term not be given in terms of clause 3.2 above this Agreement shall be automatically renewed for further 12-month period.
 - 3.4 Similarly to the cancellation of the Initial Term and 3.2 above, either party may during the renewal periods terminate this Service Agreement at the end of each renewal period by giving the other party 90 (ninety) days written prior notice, where after the renewal period shall continue, until such time as either party terminates the agreement in accordance with the agreement.
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- 3.5 If the Customer terminates the Service prior to the end of the term agreed for the Service, the Customer shall pay to SECURICOM all charges for the Services provided up to and including the actual date of such cancellation plus a cancellation charge equal to the balance of the applicable charges (in effect at the time of cancellation) for such cancelled Services that otherwise would have become due for the unexpired portion of the term.
- 3.6 If the Customer terminates this Service Agreement in order to upgrade to a “higher level” of SECURICOM service at any time, the Customer shall not be liable to pay the termination fees as prescribed and provided for in this Service Agreement. This clause shall be subject on the Customer entering into a new agreement for the similar or higher level of SECURICOM service, which is to be determined at SECURICOM’S sole discretion, for a period at minimum, equal to the Initial Term.
- 3.7 In the event of any expiration, termination or cancellation of this Agreement any clauses hereof which are intended to continue and survive such expiration, termination or cancellation shall so continue and survive.

EFFECTIVE DATE

Should the Effective Date occur after the Signature Date of this Service Agreement, nothing herein contained shall be construed so as to give either party the right to cancel or rescind this Service Agreement before the Effective Date. Thus the Effective Date commences on Completion of Connection not the date at which this Agreement was signed.

CHARGES

- 5.1 The Customer shall be responsible for any and all of SECURICOM fees and charges as set out in the Service Agreement, which fees and charges, shall be payable in South Africa currency, without deduction or set-off of any amount of whatsoever nature or for whatsoever reason. In the event of any dispute arising as to the amount or calculation of any fee or charge, which is due and payable by the Customer, the said dispute shall then be determined in accordance and in terms of clause 15 below.
- 5.2 Any amount falling due for payment by the Customer to SECURICOM in terms of or pursuant to this Service Agreement which is not paid on its due date, as per the Service Agreement, shall bear interest calculated from the invoice date until date of payment, at a rate of 2% above the standard prime overdraft rate as determined by SECURICOM’S bank, from time to time, monthly in arrears. Additionally, SECURICOM reserves the right to terminate the provision of the Service to the Customer immediately if the Customer is in default of payment. Such termination is without prejudice to the rights of SECURICOM, which have accrued prior to the date of termination.
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- 5.3 Where such fees & charges referred to in 5.1 above are indicated as:
- 5.3.1 “Annually in Advance”: the relevant agreed to amount, shall be payable by the Customer to SECURICOM annually in full, in advance, on or before the date as specified in the Service Agreement, which payment shall be non-refundable even if this Service Agreement is terminated prior to the expiry of such year.
 - 5.3.2 “6 Monthly in Advance”: the relevant agreed to amount, shall be payable by the Customer to SECURICOM in full, in advance, on or before the relevant date as specified in the Service Agreement, which payment shall be non-refundable, even if this Service Agreement is terminated prior to the expiry of such six month period;
 - 5.3.3 “Quarterly in Advance”: the relevant agreed to amount, shall be payable by the Customer to SECURICOM in full, in advance, on or before the relevant date as specified in the Service Agreement, which payment shall be non-refundable, even if this Service Agreement is terminated prior to the expiry of such three month period;
 - 5.3.4 “Monthly on Invoice”: There shall be no obligation on SECURICOM to send statements monthly to the Customer indicating what amounts are due by the Customer to SECURICOM. Should SECURICOM elect to send statements monthly to the Customer and such statements reach the Customer after the due date for the payment for the Services as agreed to in the Service Agreement, then the Customer shall not be entitled to invoke the defence and claim that the payments due for the Services as agreed to in the Service Agreement have not been paid by virtue of the late or non-receipt of the said monthly charges.
 - 5.3.5 “Monthly by Debit Order”: an agreed to amount, the said amount shall be payable by the Customer to SECURICOM monthly in advance, on or before the relevant day of the month as specified in the Service Agreement. In the event of any contravention of the Terms and Conditions of the Service Agreement, the full amount shall become due and payable.
- 5.4 All payments due to SECURICOM shall be effected:
- 5.4.1 by way of a debit order drawn on a registered bank; or
 - 5.4.2 by way of a payment credit against a credit card account operated by a registered bank; or in cash, free of the cost transfer of funds and without any deduction or set-off.
- 5.5 Notwithstanding anything to the contrary contained herein, SECURICOM shall be entitled to start charging the Customer as from the Signature Date in instances when the Customer is in contravention of any of the Terms and Conditions of the Service Agreement, irrespective of whether the Customer is able to utilize the Service or not. In all remaining instances, when the Customer is not in contravention of any of the Terms and Conditions of the Service Agreement, SECURICOM shall start charging the Customer as from the Effective Date.
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- 5.6 The Customer shall be liable for any and all expenses incurred by SECURICOM, and if legal on an attorney and own client scale whether incurred prior to or during the institution of legal proceedings or if judgement has been granted, in connection with the satisfaction of such judgement, in regards to the enforcement of the Terms and Conditions of this Service Agreement.
- 5.7 The Customer acknowledges that in the event of SECURICOM being in possession of any of the Customer's Property, and in the event of any monies being outstanding by the Customer to SECURICOM at any time, SECURICOM shall have a *bone fide* lien over such property and shall have the right to retain same until such time that all outstanding amounts have been paid by the Customer to SECURICOM in full.
- 5.8 Notwithstanding anything to the contrary contained herein,
- 5.8.1 any increase in charges from third parties payable in terms of this contract will be passed on to the Customer when those charges become effective.
- 5.8.2 SECURICOM is entitled to adjust the SECURICOM charges set forth by way of 90 days written notice to the Customer.
- 5.9 The first invoice for each Service will be in respect of the forthcoming month and the portion of the month during which such Service as connected.

SECURICOM EQUIPMENT AND MAINTENANCE

- 6.1 The Customer is responsible for any SECURICOM Equipment while it is located at the Customer's premises and the Customer will only use the SECURICOM Equipment and any associated software in accordance with any instructions and/or software license, which SECURICOM might provide to the Customer from time to time.. Furthermore, SECURICOM shall not be liable for any damage or loss resulting from a fault of any kind within the hardware or software supplied.
- 6.2 Where it is necessary for SECURICOM to install and/or maintain the Service at the Customer's premises, the Customer will provide SECURICOM and/or SECURICOM appointed agent or sub contractors with such access as is reasonably required and any technical/personnel assistance reasonably necessary for the installation and maintenance of the Service including, without limitation, electricity supply and suitable accommodation and environmental conditions for the housing of the SECURICOM Equipment. SECURICOM and/or SECURICOM appointed agent or sub contractors will notify the Customer in advance where SECURICOM requires the Customer to make such access available. SECURICOM personnel or appointed agents and sub contractors who shall liase with the representative of the Customer will carry out all installation and maintenance services.
- 6.3 All risk of loss or damage regarding all SECURICOM Equipment on the Customer's premises will reside in the Customer for an amount equal to the full replacement value of the SECURICOM
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Equipment. The SECURICOM Equipment, together with any Internet Protocol address(s), is and shall remain SECURICOM's property at all times.

- 6.4 The Customer will be liable to SECURICOM for any loss or damage to the SECURICOM Equipment except in so far as any such loss or damage is attributable to the negligent or wilful act or omission of SECURICOM, its agents or subcontractors or any damage due to Force Majeure.
- 6.5 All vendor-supplied equipment shall carry that vendor's warranty and guarantees where applicable. Should any faults arise outside this warranty and guarantee period, or as a result of the Customers action which are in any way a contravention of the said warranties and guaranties irrespective of date of such contravention, the Customer shall bear the costs of the repairs, replacements and extended warranties and guarantees.

NAME AND INTERNET PROTOCOL ADDRESS

- 7.1 The Customer hereby confirms and warrants that it is the owner of, or that it has been and is duly authorized by the owner to use any trade mark or Name requested or allocated as the Customer's Name. The Customer indemnifies SECURICOM and holds it harmless against any and all claims or losses arising out of any action brought by a third party whose rights in respect of a logo, business name or trade mark have been infringed.
 - 7.2 The Customer acknowledges that SECURICOM cannot guarantee that any Name the Customer requests will be available or approved for the Customers use.
 - 7.3 If the Service includes the registration of an Internet domain Name, the Customer acknowledges and agrees that:
 - 7.3.1 SECURICOM does not represent, warrant or guarantee that any domain Name applied for by the Customer or on the Customer's behalf, will be registered in the Customer's requested Name or is capable of being registered by the Customer or that the use of such domain Name by the Customer will not infringe any third party rights. Accordingly, the Customer should take no premature action in respect of the Customer requested domain Name(s) until the Customer have been notified in writing, by SECURICOM, that the Customer's requested domain Name has been duly registered. SECURICOM will not be liable for any such premature action taken by the Customer.
 - 7.3.2 The registration of the domain Name and its ongoing use by the Customer is subject to the relevant naming authority's terms and conditions of use and the Customer undertakes to comply with such terms and conditions. The Customer hereby irrevocably waives any claims that the Customer may have against SECURICOM, in respect of any decision of a naming authority to refuse to register a domain Name and, without limitation, the Customer acknowledges and
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agrees that any administration or other charge paid by the Customer in respect of the registration of the domain Name is non-refundable in any event.

7.3.3 All fees including in no manner restricted to, fees incurred in the registration and renewal of domain Names, Internet Protocol addresses and other Internet or otherwise related due fees are incurred for the Customer's account.

7.3.4 Any Internet Protocol address allocated by SECURICOM to the Customer shall at all times remain the sole property of SECURICOM and the Customer will have a non-transferable license to use such address for the duration of this Service Agreement. If this Service Agreement is terminated for whatever reason, the Customer's license to use the Internet Protocol address shall immediately without prejudice, automatically terminate.

DOCUMENTATION, PROPRIETARY RIGHTS AND CONFIDENTIALITY

Any specifications, descriptive matter, drawings and other documents, which may be furnished by SECURICOM to the Customer from time to time, apart from the Service Agreement, the Proposal or the

Addendums:

Do not form part of this Service Agreement and may not be relied upon unless otherwise agreed in writing by both parties hereto;

Shall remain the property of SECURICOM and shall be deemed to have been imparted by it in trust to the Customer for the sole use of the Customer.

Nothing in any of the documentation between SECURICOM and the Customer confers or shall be deemed to confer on any party any rights in or licence to use any Intellectual Property Rights of the other party except and so far as is necessary to utilise the Services provided thereunder.

Both parties agree that the Customer agrees and warrants to SECURICOM that it shall at all times keep the terms and conditions of this Agreement confidential and shall not disclose the same to any other third party (save to its legal advisors and accountants solely for the purposes of obtaining professional advice thereon). Each party acknowledges that it will exchange proprietary and confidential information with the other, as reasonably necessary for each to perform its obligations under this Agreement. All information relating to this Agreement provided by either party to the other, whether oral or written, shall be deemed to be confidential and proprietary information unless indicated to the contrary in writing.



IMPROPER USE

The Customer may use the SECURICOM network and/or the Service for lawful purposes only and at the *domicilium* chosen by the customer on the SECURICOM Service Agreement.

The Customer will not (nor will the Customer authorize or permit any other person to) use the Service or the SECURICOM network:

- 9.2.1 to send or receive any material which is in violation of any law or regulation or which is defamatory, offensive, abusive, indecent, obscene or menacing, or in breach of confidence, privacy, trade secrets, or in breach of any third party intellectual property rights (including copyright), or in breach of any other rights;
 - 9.2.2 to cause any annoyance or inconvenience;
 - 9.2.3 in breach of any instructions SECURICOM have provided to the Customer in respect of the use of the Service;
 - 9.2.4 other than in conformance with the rules of any regulatory authority.
- 9.3 The Customer will not use a Name so as to infringe the rights of any other person or company whether in statute or common law.
- 9.4 The Customer unconditionally accepts and will abide by SECURICOM's acceptable use policy (available on request) or may be viewed at http://www.SECURICOM.co.za/securicom/Securicom_Acceptable_Use_Policy.pdf , the salient terms with which the Customer declares itself familiar.
- 9.5 Any breach of this clause 9 by the Customer shall be deemed to be a material breach of this Service Agreement and shall entitle SECURICOM to terminate the Service Agreement and, for this purpose, it shall be irrelevant whether the Customer is aware of the content of any material so transmitted or not. SECURICOM may suspend the Service without notice with immediate effect if, in SECURICOM's reasonable opinion, the Customer is in breach of this Clause 9 and SECURICOM may refuse to restore the Service until the Customer has given SECURICOM an acceptable assurance that there will be no further contravention.
- 9.6 The Customer acknowledges and agrees that SECURICOM monitors the network and use of the Service and/or the SECURICOM network but not any content thereof, and that SECURICOM trusts the Customer to use the Service and/or the SECURICOM network in accordance with the terms of this Service Agreement, hence the Customer agrees to indemnify and keep SECURICOM indemnified from any claim howsoever arising, brought by a third party resulting from the Customer's use of the SECURICOM network and/or the SECURICOM line and/or the Service, including but not limited to infringement of any intellectual property right of any kind, legislation or regulation. The Customer will pay all costs, damages, awards, fees (legal fees on an attorney and own client scale whether incurred prior to or during the institution of legal proceedings or if judgement has been granted, in connection with the satisfaction of such judgement) and judgments finally awarded against
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SECURICOM arising from such claims, and will provide SECURICOM with notice of such claims, full authority to defend, compromise or settle such claims and all reasonable assistance necessary to defend such claims, at the Customer's sole expense. SECURICOM agrees that any actions taken by SECURICOM in respect of such claims will be taken in consultation with the Customer.

- 9.7 The Customer may use the SECURICOM network and/or the Service to link into other networks worldwide and the Customer agrees to conform to the acceptable use policies of such networks. In addition the Customer undertakes to conform to the Internet Standards as defined above. If communications by the Customer do not conform to these standards, or if the Customer makes profligate use of the SECURICOM network and/or the Service to the detriment of SECURICOM or other SECURICOM customers, SECURICOM reserves the right to restrict the passage of the Customer communications until the Customer gives SECURICOM an acceptable undertaking as to use.
- 9.8 The Customer shall not be entitled to cede or assign any rights and/or obligations which it may have in terms of this Service Agreement to any third party unless agreed in writing by SECURICOM.
- 9.9 SECURICOM shall be entitled to cede or assign any of its rights and/or obligations, which it may have in terms of this Service Agreement to any third party, provided that the Service remains within comparable service levels as previously provided by SECURICOM.

CESSION

No network connection, logical or physical, shall terminate on any network segment contracted to SECURICOM unless said SECURICOM or a duly authorised SECURICOM representative has authorized that connection.

WARRANTIES

- 11.1 Save as expressly set out in this Service Agreement, SECURICOM does not make any representations nor gives any warranties or guarantees of any nature whatsoever in respect of the SECURICOM Equipment or Services and all warranties which are implied or residual at common law are hereby expressly excluded.
- 11.2 Without limitation to the generality of clause 11.1, SECURICOM does not warrant or guarantee that the information transmitted by or available to Customers by the way of the Services or the SECURICOM Equipment:
- 11.2.1 will be preserved or sustained in their entirety;
- 11.2.2 will be suitable for any purposes,
- 11.2.3 will be free of inaccuracies, defects, bugs or viruses of any kind; and SECURICOM assumes no liability, responsibility or obligations in regard to any of the exclusions set forth in this clause 11.2, and 11.1 above.
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EXCLUSION OF LIABILITY

- 12.1 Except for any deliberate act or gross negligence on the part of SECURICOM, its servants or agents, and except as otherwise expressly provided herein to the contrary, SECURICOM shall not be liable to the Customer or any third party for any loss or damage of whatsoever nature and/or arising (including consequential or incidental loss or damage which shall include but shall not be limited to loss to property or of profit, business, goodwill, revenue or anticipated savings) or for any costs, claims or demands of any nature whether asserted against SECURICOM or against the Customer by any party arising directly or indirectly out of the SECURICOM Equipment or Services, their use, access, withdrawal or suspension or out of any information or materials provided or not provided, as the case may be, by or from their use.
- 12.2 Subject to clause 12.1 above, the entire liability of SECURICOM, and the Customer's exclusive remedy for damages from any cause related to or arising out of this Service Agreement, regardless of the form of action, whether in contract or in delict, will not exceed the average aggregate of the fees and charges paid by the Customer to SECURICOM under this Service Agreement over any continuous period of 3 (three) months.
- 12.3 Due to the need to conduct maintenance, repair and/or improvement work from time to time on the technical infrastructure by means of which the Services are provided, the provision of the Services may be suspended by SECURICOM from time to time, with the giving of at least, 48 hours' notice, and all liability on the part of SECURICOM for any loss or damage (whether directly or consequential) thereby incurred or for any costs, claims, or demands of any nature arising there from, is excluded and the provision of clause 12.1 above shall apply *mutatis mutandis* to such exclusion.
- 12.4 Should the provision of the Services be suspended by SECURICOM for the purpose aforementioned for a period in excess of 48 (forty eight) consecutive hours, SECURICOM shall give the Customer credit in an amount which represents a *pro rata* portion of the Customer's basic monthly SECURICOM charges for the month during which the said suspension occurred.

BREACH

- 13.1 Subject to the provisions contained herein to the contrary, if either party hereto:
- 13.1.1 breaches any of the terms or conditions of this Service Agreement and fails to remedy such breach within 7 (seven) days from the receipt of written notice from the other party;
 - 13.1.2 commits an act of insolvency;
 - 13.1.3 endeavours to compromise generally with its creditors or does or cause anything to be done which may prejudice the other party's right hereunder or at all;
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13.1.4 allows any judgement against it to remain unsettled for more than 10 (ten) days without taking immediate steps to have it rescinded and successfully prosecuting the application for rescission to its final end; or is placed in liquidation or under judicial management (in either case, whether provisionally or finally) or, being an individual, his estate is sequestrated or voluntarily surrendered;

the other Party shall have the right, without prejudice to any other right which it may have against the other, to:

- a) treat as immediately due and payable all outstanding amounts which would otherwise become due and payable over the period which has not expired of the Service Agreement, and to claim such amounts as in arrears including interest and to cease performance of its obligations hereunder; and/or
- b) Immediately cancel this Service Agreement; in either event without prejudice to such parties right to claim damages.

13.2 In the event of any expiration, termination or cancellation of this Service Agreement, provisions hereof which are intended to continue and survive, shall so continue and survive.

13.3 The Customer shall be liable for all costs incurred by SECURICOM in the recovery of any amounts or the enforcement of any rights which it has hereunder, including collection charges and costs of an attorney on an attorney and own client scale, whether incurred prior to or during the institution of legal proceedings or if judgement has been granted, in connection with the satisfaction or enforcement of such judgement.

DOMICILIUM CITANDI ET EXECUTANDI

For all purposes, including but not by way of limitation, the giving of any notice, the making of any communication and the serving of any process, SECURICOM and the Customer respectively choose their *Domicilium Citandi Et Executandi* ("Domicilium") at their respective addresses as contemplated in the Service Agreement. Either party shall be entitled from time to time to vary its domicilium and shall be obliged to give written notice to the other within ten days of the said change. Any notice which either party may give to the other shall be posted by prepaid registered post or hand delivered to the other party's domicilium and shall be presumed, unless the contrary is proved by the party to whom it is addressed, to have been received by that party on the seventh day after the date of posting or day of delivery as the case may be.



DISPUTE RESOLUTION

The parties hereby consent to the non-exclusive jurisdiction of The Magistrates Court, in respect to all proceedings in connection with the Service Agreement. Irrespective, the Customer consents that SECURICOM shall be entitled to institute any proceedings in the High Court of South Africa.

NO VARIATION OR AMENDMENT

- 16.1 No amendment or consensual cancellation of this Service Agreement or any provision or term thereof or of any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this Service Agreement shall be binding unless recorded in a written document, signed by a duly authorised representative from both SECURICOM and Customer.
- 16.2 No extension of time or waiver or relaxation of any of the provisions or terms of this Service Agreement, bill of exchange or other document issued or executed pursuant to or in terms of this Service Agreement, shall operate as an *estoppel* against either parties hereto in respect of its right under this Service Agreement, nor shall it operate so as to preclude either of the parties thereafter from exercising its rights strictly in accordance to this Service Agreement.
- 16.3 Neither party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein, whether it induced the contract between Customer and SECURICOM or not. This Service Agreement supersedes any other agreement tacit or implied, in discussions as part of or prior to the signing of this Service Agreement, Proposal and Addendums without any restrictions or limitations whatsoever.

FORCE MAJEURE

- 17.1 None of the parties shall be held liable for failure to perform any of its obligations under any Accepted Order if such failure is caused by or arises as a result of an event of force majeure including, but not limited to, fire, flood, lightning, civil unrest and acts of governmental or military authorities.
 - 17.2 The party victim of a force majeure event shall as soon as reasonably possible notify the other party in writing of the occurrence of an event of force majeure and the estimated extent and duration of its inability to perform its obligations under the Accepted Order
 - 17.3 In the event of a force majeure event, both parties shall use all reasonable endeavours to minimise the effects of the force majeure event.
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GENERAL

18.1 This Service Agreement is governed by and shall be construed in accordance with the laws of South Africa.

18.2 Any reference to number of days excludes weekends and public holidays.

