

TERMS AND CONDITIONS

Standard Terms and Conditions

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REPLACES

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These Standard Terms and Conditions are the master agreement between FirstNet Technology Services (Pty) Ltd and each customer that orders Services from it, unless that customer has signed a separate Master Services Agreement with FirstNet. They apply together with the Service Schedule for each Service, the Service Specific Terms for that Service, the Data Processing Annexure and the Acceptable Use Policy, all published at www.firstnet.co.za/legal-notices/.

1. Definitions

- 1.1 In this Agreement the following words have the meanings given below. Related expressions have corresponding meanings. A word defined in a clause applies throughout the Agreement unless the clause shows that it applies only to that clause.
- 1.1.1 **"Acceptable Use Policy"** or "AUP" means FirstNet's Acceptable Use Policy published at www.firstnet.co.za/legal-notices/, as updated under clause 7.
- 1.1.2 **"Affiliate"** means, in relation to a Party, any entity that Controls, is Controlled by or is under common Control with that Party.
- 1.1.3 **"Agreement"** means these Standard Terms and Conditions (or, where the Customer has signed one, the Master Services Agreement between the Customer and FirstNet), together with every Service Schedule, the Service Specific Terms that apply to the ordered Services, the Data Processing Annexure and the Acceptable Use Policy.
- 1.1.4 **"AI Services"** means any Service that uses machine learning or generative artificial intelligence to produce Output, including GPU and inference services, AI engineering, content generation and AI assistants, whether provided by FirstNet (including through its FirstCoreAI business unit) or by a Vendor.
- 1.1.5 **"Applicable Law"** means all laws of the Republic of South Africa, and of any other jurisdiction to the extent that it applies to a Party or to the use of a Service, including statutes, regulations, licence conditions, binding codes and the lawful directions of a regulator or court.
- 1.1.6 **"Business Day"** means any day other than a Saturday, Sunday or public holiday in the Republic of South Africa.
- 1.1.7 **"Business Hours"** means 08h00 to 17h00 (South African Standard Time) on a Business Day.
- 1.1.8 **"Charges"** means the MRC, NRC, usage charges and any other amounts payable by the Customer under the Agreement.
- 1.1.9 **"Companies Act"** means the Companies Act 71 of 2008.
- 1.1.10 **"Confidential Information"** means all information of a Party (the "Disclosing Party") that the other Party (the "Receiving Party") obtains because of the Agreement, in any form, which is marked as confidential or which a reasonable person would regard as confidential, including business plans, pricing, technical information, network and security information, designs, customer and supplier information, Customer Data and the terms of the Agreement.
- 1.1.11 **"Consumer"** means a Customer to whom the CPA applies in respect of the relevant transaction, including a natural person and a juristic person whose asset value or annual turnover is below the threshold determined under section 6 of the CPA.
- 1.1.12 **"Control"** has the meaning given in section 2(2) of the Companies Act.

- 1.1.13 **"CPA"** means the Consumer Protection Act 68 of 2008 and its regulations.
- 1.1.14 **"Customer"** means the person named as the customer in a Service Schedule, quote, order or customer information form accepted by FirstNet.
- 1.1.15 **"Customer Data"** means all data, content and information (including Customer Personal Information) that the Customer or its Users submit to, store on, transmit through or generate by using a Service, including Inputs and Output.
- 1.1.16 **"Customer Personal Information"** means personal information (as defined in POPIA) contained in Customer Data that FirstNet processes on behalf of the Customer as an operator.
- 1.1.17 **"Data Processing Annexure"** means FirstNet's Data Processing Annexure published at www.firstnet.co.za/legal-notices/, which sets out the terms on which FirstNet processes Customer Personal Information as an operator.
- 1.1.18 **"Documentation"** means the user guides, technical specifications and service descriptions that FirstNet makes available for a Service.
- 1.1.19 **"Due Date"** means the date stated on an invoice for payment or, if no date is stated, 30 (thirty) calendar days after the date of the invoice.
- 1.1.20 **"ECA"** means the Electronic Communications Act 36 of 2005.
- 1.1.21 **"ECTA"** means the Electronic Communications and Transactions Act 25 of 2002.
- 1.1.22 **"Effective Date"** means the date on which the Customer first accepts the Agreement under clause 7.1.
- 1.1.23 **"Equipment"** means the hardware, software, cabling, power and other facilities on the Customer's side that are needed to use a Service, excluding FirstNet Equipment.
- 1.1.24 **"FirstNet"** means FirstNet Technology Services (Pty) Ltd, registration number 2006/031608/07, a private company incorporated in the Republic of South Africa, with its registered address at 26 Augrabies Road, Waterfall Office Park, Midrand, 1686, including its FirstCoreAI business unit.
- 1.1.25 **"FirstNet Equipment"** means equipment owned by FirstNet or its suppliers and installed at, or delivered to, the Customer's premises to provide a Service (for example routers, CPE, SIM cards and firewalls), unless the Service Schedule states that ownership passes to the Customer.
- 1.1.26 **"FirstNet Materials"** means software, configurations, scripts, templates, Documentation and other Intellectual Property that FirstNet or its licensors make available to the Customer in connection with a Service, excluding Customer Data.
- 1.1.27 **"Initial Period"** means the minimum period for a Service stated in the Service Schedule, starting on the Service Commencement Date.
- 1.1.28 **"Inputs"** means prompts, files, data and other material that the Customer or its Users submit to an AI Service.
- 1.1.29 **"Intellectual Property"** means patents, inventions, copyright, design rights, trade marks, trade names, domain names, database rights, know-how, trade secrets and all similar rights anywhere in the world, whether registered or not.
- 1.1.30 **"Licences"** means the Individual Electronic Communications Network Service licence 0054/IECNS/JAN/09 and the Individual Electronic Communications Service licence 0054/IECS/JAN/09 issued under the ECA to FirstNet's group company First Technology (Pty) Ltd, under which FirstNet provides regulated Services, as renewed or amended from time to time.
- 1.1.31 **"Losses"** means losses, liabilities, damages, claims, costs and expenses, including reasonable legal costs.
- 1.1.32 **"MRC"** or "Monthly Recurring Charge" means the monthly charge for a Service stated in the Service Schedule.
- 1.1.33 **"Network"** means the electronic communications network operated by FirstNet or its suppliers and used to provide the Services, excluding Equipment.
- 1.1.34 **"NRC"** or "Non-Recurring Charge" means a once-off charge for a Service stated in the Service Schedule, such as an installation, activation or set-up fee.

- 1.1.35 **"Output"** means content, data, code, text, audio, images or other material generated by an AI Service in response to Inputs.
- 1.1.36 **"Party"** means FirstNet or the Customer, and "Parties" means both of them.
- 1.1.37 **"POPIA"** means the Protection of Personal Information Act 4 of 2013 and its regulations.
- 1.1.38 **"Privacy Notice"** means FirstNet's Privacy Notice published at www.firstnet.co.za/privacy-policy/, which explains how FirstNet processes personal information as a responsible party.
- 1.1.39 **"RICA"** means the Regulation of Interception of Communications and Provision of Communication-related Information Act 70 of 2002.
- 1.1.40 **"Service"** means each service that FirstNet provides to the Customer under a Service Schedule, as described in that Service Schedule and in the Service Specific Terms.
- 1.1.41 **"Service Commencement Date"** means the date on which FirstNet makes a Service available to the Customer, as recorded in the Service Handover Form or, if there is none, the date on which the Customer first uses the Service.
- 1.1.42 **"Service Handover Form"** means the form that FirstNet gives the Customer when it has installed or activated and tested a Service.
- 1.1.43 **"Service Schedule"** means the signed or accepted service schedule, scope of work, quote or order form for a Service, which records the Service, the Charges, the Initial Period and any agreed variations, and includes any replacement Service Schedule under clause 3.6.
- 1.1.44 **"Service Specific Terms"** means the terms for a particular type of Service published by FirstNet at www.firstnet.co.za/legal-notice/ and incorporated into the Agreement by reference.
- 1.1.45 **"Termination Date"** means the date on which the Agreement or a Service Schedule ends for any reason.
- 1.1.46 **"User"** means any person who accesses or uses a Service through the Customer's account or credentials.
- 1.1.47 **"VAT"** means value-added tax under the Value-Added Tax Act 89 of 1991.
- 1.1.48 **"Vendor"** means a third party whose product, platform or network forms part of a Service, and "Vendor Terms" means that Vendor's end-user terms, acceptable use policy or similar terms that FirstNet must pass on to the Customer, as identified in the Service Specific Terms.

2. Interpretation

- 2.1 Headings are for convenience only and do not affect interpretation. "Including" and "for example" are not words of limitation.
- 2.2 A reference to a law is to that law as amended or replaced from time to time.
- 2.3 Unless a clause expressly refers to calendar days, a period expressed in days is counted in Business Days, excluding the first day and including the last day.
- 2.4 If numbers in figures and words conflict, the words apply.
- 2.5 A reference to a Party includes its successors and permitted assigns.
- 2.6 A reference to "writing" includes email and other data messages as recognised by ECTA, except where clause 20.4 requires otherwise.
- 2.7 The rule that a contract is interpreted against the party that drafted it does not apply.
- 2.8 Where a Party's consent is required, it must not be unreasonably withheld or delayed, unless the Agreement says otherwise.
- 2.9 No provision of the Agreement is a stipulation for the benefit of a third party, unless it says so expressly.

3. Structure of the Agreement, term, renewal and escalation

- 3.1 The Agreement sets out the general terms on which FirstNet provides Services to the Customer. FirstNet is only obliged to provide, and the Customer is only obliged to pay for, Services recorded in a Service Schedule.

- 3.2 Each Service is contracted by a Service Schedule. Each Service Schedule forms a separate contract that incorporates the Agreement.
- 3.3 Order of precedence. If documents that form part of the Agreement conflict, they apply in the following order:
- 3.3.1 the Service Schedule, but only for the commercial items it expressly overrides (such as the Charges, Initial Period, quantities, sites and any service credits);
 - 3.3.2 the Service Specific Terms for that Service;
 - 3.3.3 these Standard Terms and Conditions (or the Customer's signed Master Services Agreement), the Data Processing Annexure and the Acceptable Use Policy, provided that the Data Processing Annexure applies ahead of any other document on how FirstNet processes Customer Personal Information unless the Service Specific Terms set stricter data requirements; and
 - 3.3.4 the Vendor Terms,
- except that, where Vendor Terms impose a mandatory restriction on the use of the Vendor's product, the Customer must comply with that restriction.
- 3.4 Duration of the Agreement. The Agreement starts on the Effective Date and continues until terminated by either Party on at least 90 (ninety) calendar days' written notice. The Agreement continues to govern every Service Schedule in force at its termination until that Service Schedule ends.
- 3.5 Duration of Services and renewal.
- 3.5.1 Each Service starts on its Service Commencement Date and continues for its Initial Period.
 - 3.5.2 After the Initial Period, the Service continues on a month-to-month basis on the same terms (subject to clauses 3.7 and 9) until either Party ends it on at least 30 (thirty) calendar days' written notice, or 90 (ninety) calendar days' written notice where the Service Schedule states that the upstream provider of the Service requires that period, unless the Service Schedule records a different renewal period agreed with a Customer that is not a Consumer.
 - 3.5.3 Where the Customer is a Consumer, FirstNet will notify the Customer in writing not more than 80 (eighty) and not less than 40 (forty) Business Days before the end of the Initial Period that the Initial Period is ending, of any material changes that will apply on renewal and of the Customer's options. If the Customer does not instruct otherwise, the Service continues month to month under clause 3.5.2. A fixed Initial Period for a Consumer may not exceed 24 (twenty-four) months unless FirstNet can show a demonstrable financial benefit to the Consumer, as allowed by the CPA.
 - 3.5.4 Either Party may end a Service before the end of its Initial Period only under clause 7.3 (changes), clause 9.5 (Vendor and upstream price changes), clause 17 (breach), clause 18 (termination rights, including a Consumer's cancellation under clause 18.3) or clause 21 (force majeure), or under clause 6.4 of the Data Processing Annexure. Early termination charges under clause 19 apply where that clause says so.
- 3.6 Replacement Service Schedules. The Parties may replace a Service Schedule by signing or accepting a new Service Schedule with a sequential version number that states the date from which it replaces the previous one. Unless the new Service Schedule says otherwise, a replacement Service Schedule that adds or upgrades Services starts a new Initial Period only for the new or upgraded Services.
- 3.7 Annual escalation.
- 3.7.1 Unless the Service Schedule states otherwise, the MRC and usage rates for each Service increase once a year, with effect from each anniversary of the Service Commencement Date of that Service (or, where the Service Schedule states a different start date for escalation, that date). Where a replacement Service Schedule under clause 3.6 covers a Service, a new anniversary starts for that Service, and escalation dates then run from the date on which that replacement Service Schedule takes effect.
 - 3.7.2 The increase is the annual change in the headline consumer price index (CPI) published by Statistics South Africa for the most recent month available before that anniversary.
 - 3.7.3 FirstNet will give the Customer at least 30 (thirty) calendar days' written notice of an escalation, which may be given on an invoice or by email.

- 3.7.4 Annual escalation under this clause 3.7 applies during and after the Initial Period. It is separate from increases passed on under clause 9.5 (Vendor and upstream price changes) and clause 9.6 (exchange rates), which are not limited by clause 3.7.2.

4. Services and permitted use

- 4.1 FirstNet will provide each Service with reasonable skill and care, in accordance with the Service Schedule, the Service Specific Terms and Applicable Law.
- 4.2 Services are provided for the Customer's own use. The Customer may allow its Affiliates, employees and contractors to use a Service as Users, but may not resell, sublicense or provide a Service to any other third party unless the Service Schedule or a separate reseller agreement allows it. The Customer is responsible for all use of the Services through its account and credentials.
- 4.3 The Customer may use a Service only for the purpose and, where stated, in the territory or at the sites recorded in the Service Schedule.
- 4.4 The Customer must comply, and must ensure that its Users comply, with the Acceptable Use Policy, any usage restrictions in the Service Specific Terms or Service Schedule, and any mandatory restrictions in the Vendor Terms. A material or repeated breach of this clause 4.4 is a material breach of the Agreement.
- 4.5 FirstNet may change the technical way in which it provides a Service (for example routing, platforms, suppliers or software versions), provided that the change does not materially reduce the functionality or service levels of the Service. Changes that do materially reduce them are dealt with under clause 7.3.

5. Vendor services

- 5.1 Where a Service includes a Vendor's product, platform or network, the Service Specific Terms identify the Vendor and the Vendor Terms. The Customer accepts the Vendor Terms when it orders or first uses that Service.
- 5.2 FirstNet passes through to the Customer the warranties, service levels and remedies that the Vendor gives FirstNet for that product, to the extent it is allowed to, and does not add its own warranties for the Vendor's product unless the Service Specific Terms or Service Schedule say so.
- 5.3 FirstNet is not liable for changes that a Vendor makes to its product, terms or pricing, or for a Vendor's suspension of the product because of the Customer's breach of the Vendor Terms. Where a Vendor change materially affects a Service, clause 7.3 applies.

6. Intellectual Property

- 6.1 Each Party keeps its own Intellectual Property. Nothing in the Agreement transfers ownership of Intellectual Property, except as stated in clause 26.5 (AI Output) or in a Service Schedule.
- 6.2 FirstNet grants the Customer a non-exclusive, non-transferable right, for the duration of the relevant Service, to use the FirstNet Materials only to receive and use that Service.
- 6.3 Unless the Service Schedule allows it, the Customer may not (a) copy the FirstNet Materials, except for reasonable backup purposes; (b) reverse engineer, decompile or modify them, except as allowed by law; (c) sell, rent, sublicense or distribute them; (d) allow third parties (other than Users) to access them; or (e) do anything that impairs FirstNet's or its licensors' rights in them.
- 6.4 The Customer owns its Customer Data. The Customer grants FirstNet and its sub-contractors a non-exclusive right to host, copy, transmit and process Customer Data only as needed to provide and support the Services, to comply with Applicable Law and as set out in the Data Processing Annexure. FirstNet acquires no other right in Customer Data.
- 6.5 The Customer warrants that it has the rights needed for FirstNet to process Customer Data under the Agreement and that all third-party software it uses with the Services is properly licensed.

7. Acceptance and changes to the Agreement

- 7.1 The Customer accepts the Agreement when it does any of the following, whichever happens first: signs a Service Schedule; accepts a quote or order in writing (including by email or electronic signature); or, where the Customer is not a Consumer and has been given access to the Agreement, starts using a Service.
- 7.2 FirstNet may update these Standard Terms and Conditions, the Service Specific Terms, the Data Processing Annexure and the Acceptable Use Policy by publishing a new version at www.firstnet.co.za/legal-notices/. FirstNet may only make changes that are needed because of a change in Applicable Law or a regulator's requirement, a change in Vendor Terms or a Vendor's product, a security requirement, a change in the way FirstNet provides a Service under clause 4.5, or to clarify or correct the terms.
- 7.3 FirstNet will give the Customer at least 30 (thirty) calendar days' written notice of a change that materially and adversely affects the Customer, unless a shorter period is required by law, a regulator or a Vendor, in which case FirstNet will give as much notice as it reasonably can. If a change materially and adversely affects the Customer, the Customer may end the affected Service by written notice given before the change takes effect, without paying an early termination charge under clause 19, except for unrecoverable Vendor commitments under clause 19.4.
- 7.4 Changes to price are dealt with only in clauses 3.7 and 9, and not under this clause 7.
- 7.5 Changes that are not covered by this clause 7 or clause 9 must be agreed in writing and signed by both Parties under clause 29.2.

8. Installation and implementation

- 8.1 FirstNet is only obliged to install, configure or implement anything to the extent that the Service Schedule says so. Any other work is subject to a separate quote.
- 8.2 Where FirstNet will install or configure anything, (a) FirstNet will tell the Customer the planned date and time; (b) the Customer must give FirstNet and its sub-contractors safe and reasonable access to its premises and Equipment, and obtain any landlord, body corporate or wayleave consent needed; and (c) the Customer must make suitably qualified staff available.
- 8.3 Lead times and installation dates are estimates. FirstNet is not responsible for delays caused by the Customer, its landlord, a Vendor, a network operator, wayleave or permit processes, or events under clause 21.
- 8.4 The Customer must test a Service within 2 (two) Business Days after receiving the Service Handover Form and tell FirstNet in writing of any failure to meet the agreed specification. If the Customer does not do so, the Service is treated as accepted on the third Business Day.
- 8.5 FirstNet Equipment remains FirstNet's (or its supplier's) property. The Customer must keep it safe, insured where reasonable, and in the condition it was delivered (fair wear and tear excepted), must not move or modify it without FirstNet's consent, and must return it or allow FirstNet to collect it within 10 (ten) Business Days after the relevant Service ends. If the Customer does not do so, FirstNet may invoice the replacement cost.

9. Charges, invoicing and payment

- 9.1 The Charges for each Service are set out in the Service Schedule. Charges exclude VAT, which the Customer must pay at the applicable rate.
- 9.2 The Charges cover only what the Service Schedule describes. Other work or goods are charged separately on a quote accepted by the Customer, or at FirstNet's standard rates published or given to the Customer in advance.
- 9.3 Unless the Service Schedule says otherwise, FirstNet invoices the MRC monthly in advance, the NRC on the Service Commencement Date (or on order, if the Service Schedule says so) and usage charges monthly in arrears. The Customer must pay each invoice in full, in South African Rand, by the Due Date, without set-off or deduction, except for amounts disputed in good faith under the Complaints Procedure.

- 9.4 Usage and third-party charges. Usage charges (such as call charges, data above an allocation, cloud consumption and AI tokens or GPU hours) are calculated from FirstNet's or its Vendor's records, which are prima facie proof of usage. Where a Service uses a third party's network (for example a fibre network operator, mobile network operator or interconnecting carrier), the Charges include that third party's charges unless the Service Schedule states that the Customer pays the third party directly.
- 9.5 Vendor and upstream price changes. If a Vendor or upstream supplier increases the price it charges FirstNet for a Service or a component of it, FirstNet may pass on the increase, without mark-up on the increase itself, by giving the Customer at least 30 (thirty) calendar days' written notice with reasonable details of the change. Clause 7.3 does not apply to an increase passed on under this clause, but if the increase materially increases the MRC of the affected Service, the Customer may end that Service on written notice before the increase takes effect without an early termination charge (except for Vendor commitments under clause 19.4).
- 9.6 Exchange rates. Where the Service Schedule states that a Charge is linked to a foreign currency, the Charge is calculated at the exchange rate and on the basis stated in the Service Schedule, and may go up or down with that rate. The Customer bears the exchange-rate risk for those Charges.
- 9.7 Price changes after the Initial Period. After the Initial Period, FirstNet may also change the Charges for a Service on at least 30 (thirty) calendar days' written notice, and the Customer may instead end the Service by written notice given before the change takes effect, with effect from the date the change would apply, despite the notice period in clause 3.5.2.
- 9.8 Late payment. If the Customer does not pay an undisputed amount by the Due Date, FirstNet may (a) charge interest on the overdue amount from the Due Date until payment at the prime lending rate publicly quoted by FirstNet's bankers from time to time, plus any margin stated in the Service Schedule, calculated daily and compounded monthly, but where the Customer is a Consumer or the National Credit Act 34 of 2005 otherwise applies, not more than the maximum rate allowed under that Act; and (b) suspend Services under clause 17.4. A certificate from FirstNet's bankers of the prime rate is prima facie proof of that rate.
- 9.9 Payment by debit order is subject to the debit-order mandate the Customer signs. FirstNet may require a deposit or other security where the Customer's credit vetting or payment history reasonably justifies it.
- 9.10 Billing queries and disputes are dealt with under FirstNet's Complaints Procedure published at www.firstnet.co.za/legal-notices/.

10. Equipment and technical requirements

- 10.1 FirstNet will tell the Customer the minimum technical requirements for its Equipment, in the Service Schedule, the Service Specific Terms, the Documentation or by notice. These requirements may change as technology changes.
- 10.2 The Customer is responsible for its Equipment, including making sure it meets the technical requirements, is compatible with the Services and is upgraded when a Service update requires it. FirstNet is not responsible for a Service that does not work properly because the Customer's Equipment does not meet the technical requirements.
- 10.3 FirstNet may update or upgrade Services from time to time. FirstNet may stop supporting a version of a Service, or Equipment that its Vendor no longer supports, after giving the Customer reasonable notice.
- 10.4 The Customer must not modify, reconfigure or move FirstNet Equipment, or equipment that FirstNet manages, without FirstNet's written consent.

11. Documentation

- 11.1 Documentation and proposals are given for information. They form part of the Agreement only to the extent the Service Schedule or Service Specific Terms incorporate them.
- 11.2 FirstNet keeps copyright in the Documentation. The Customer may use it only in connection with the Services.

12. Support and service levels

- 12.1 FirstNet provides support for each Service as described in the Service Schedule and Service Specific Terms. Faults may be logged with support@firstnet.co.za or on 0861 989 896, and each request receives a reference number. The support hours for each Service are those stated in the Service Schedule or Service Specific Terms.

- 12.2 Any service level for a Service is stated in the Service Schedule or Service Specific Terms. Where none is stated, FirstNet uses reasonable endeavours and passes through the Vendor's or upstream provider's service level. Service credits apply only as set out in the Service Schedule or Service Specific Terms. Unless those documents say otherwise, service levels are measured per calendar month and service credits are calculated as a percentage of the MRC of the affected Service for that month. The Customer must claim a service credit within the period stated in the Service Schedule or Service Specific Terms. Service credits are the Customer's sole financial remedy for failure to meet the relevant service level, except where the failure also amounts to a material breach under clause 17.
- 12.3 Service levels do not apply to unavailability caused by: planned maintenance notified in advance; the Customer, its Users, Equipment or premises (including power and access); a Vendor platform outage outside FirstNet's control; a third-party network on which FirstNet depends, where the Service Specific Terms say so; suspension under clause 17.4; or events under clause 21.

13. Customer obligations

13.1 The Customer must:

- 13.1.1 give FirstNet accurate and complete information and tell FirstNet promptly of changes to its contact, billing and technical details;
 - 13.1.2 keep its credentials, administrator accounts and access devices secure, and tell FirstNet immediately if it believes that they have been compromised or that a Service is being used without authority;
 - 13.1.3 keep backups and disaster recovery arrangements appropriate to its business, unless FirstNet provides backup or disaster recovery as part of a Service, in which case the Service Specific Terms set out what FirstNet is responsible for;
 - 13.1.4 maintain reasonable security for its own systems (such as endpoint protection, patching, access control and user awareness), unless and to the extent that FirstNet provides those as a Service;
 - 13.1.5 comply with Applicable Law, its own internal policies and the AUP in its use of the Services; and
 - 13.1.6 obtain all consents and authorisations that it needs from its Users, employees and customers for FirstNet to provide the Services, including where a Service involves monitoring, recording or analysing communications.
- 13.2 The Customer must not do or attempt to do anything that damages FirstNet's infrastructure, impairs FirstNet's ability to provide Services to the Customer or others, or abuses or maliciously misuses a Service. If it does, FirstNet may recover the reasonable costs of fixing the problem and may act under clause 17.4.
- 13.3 FirstNet is not liable for Losses caused by the Customer's failure to comply with clause 13.1.3 or 13.1.4, including cyber incidents such as malware, ransomware, phishing and other social engineering, credential attacks or denial-of-service attacks, except to the extent that FirstNet caused or contributed to the Loss by its own breach of the Agreement or its negligence.
- 13.4 Unauthorised use. The Customer must pay for all use of a Service through its account or credentials, including unauthorised use (such as toll fraud on a voice Service or abuse of a compromised cloud account), unless the unauthorised use was caused by FirstNet's breach of the Agreement or its negligence. FirstNet will take reasonable steps (which may include suspension) to limit unauthorised use once it becomes aware of it.

14. Confidentiality

- 14.1 Each Party must keep the other Party's Confidential Information confidential, use it only to perform or receive the Services, and not disclose it to anyone except as allowed by this clause 14.
- 14.2 The Receiving Party may disclose Confidential Information to its and its Affiliates' employees, directors, auditors, insurers, professional advisers, financiers and sub-contractors who need to know it for the purpose of the Agreement, provided that they are bound by confidentiality obligations at least as protective as this clause. The Receiving Party is responsible for their compliance with this clause 14.

- 14.3 This clause 14 does not apply to information that: (a) is or becomes public other than through a breach of the Agreement; (b) the Receiving Party already lawfully had without confidentiality obligations; (c) the Receiving Party lawfully receives from a third party without confidentiality obligations; (d) the Receiving Party develops independently; or (e) the Disclosing Party approves for release in writing.
- 14.4 The Receiving Party may disclose Confidential Information when required by law, a court order, a regulator, a stock exchange or a lawful interception direction under RICA, provided that (where lawful) it gives the Disclosing Party prompt notice and discloses only what is required.
- 14.5 This clause 14 continues for 3 (three) years after the end of the Agreement and, for trade secrets and Customer Data, for as long as the information remains confidential.
- 14.6 Each Party is liable to the other for Losses caused by its breach of this clause 14, subject to clause 16.

15. Warranty

- 15.1 FirstNet warrants that each Service will materially conform to its Service Schedule and Service Specific Terms while the Customer receives it.
- 15.2 This warranty does not apply to a Service that has been modified, installed or configured by anyone other than FirstNet or its sub-contractors, used with Equipment that does not meet the technical requirements, or used in breach of the Agreement.
- 15.3 If a Service does not conform to clause 15.1, FirstNet will, at its option, fix the non-conformity, re-perform or replace the Service, or refund the Charges paid for the non-conforming part of the Service for the affected period. Subject to clause 15.5, this is the Customer's sole remedy under the warranty.
- 15.4 Except as stated in the Agreement and to the extent allowed by law, FirstNet gives no other warranties. FirstNet does not warrant that a Service will be uninterrupted or error-free, or that it will detect or prevent every security threat.
- 15.5 Nothing in this clause 15 limits the rights of a Consumer under sections 54, 55 and 56 of the CPA or any other non-excludable right.

16. Limitation of liability

- 16.1 Subject to clauses 16.4 and 16.5, each Party's total liability to the other for all claims arising from or in connection with a Service Schedule, whether in contract, delict or otherwise, in any 12 (twelve) month period, is limited to the total Charges paid and payable for the Service concerned during the 12 (twelve) months before the event giving rise to the most recent claim.
- 16.2 Subject to clauses 16.4 and 16.5, neither Party is liable to the other for indirect, special or consequential loss, or for loss of profit, revenue, business, goodwill or anticipated savings, however caused.
- 16.3 Subject to clauses 16.4 and 16.5, FirstNet is not liable for loss or corruption of Customer Data, except to the extent that FirstNet caused it by breaching an express obligation to back up, replicate or protect that data under the Service Specific Terms; in that case FirstNet's liability is limited to restoring the data from the last available backup that FirstNet was obliged to keep and to the cap in clause 16.1.
- 16.4 Nothing in the Agreement limits or excludes a Party's liability for: (a) death or bodily injury caused by its negligence; (b) fraud or fraudulent misrepresentation; (c) gross negligence or wilful misconduct; (d) wilful or grossly negligent breach of clause 14 (confidentiality); (e) the Customer's obligation to pay the Charges and early termination charges; or (f) any liability that cannot be limited or excluded by law.
- 16.5 Where the Customer is a Consumer, clauses 16.1 to 16.3 apply only to the extent permitted by the CPA, and do not limit liability for loss caused by FirstNet's gross negligence (section 51(1)(c) of the CPA) or liability under section 61 of the CPA.
- 16.6 Each Party must take reasonable steps to mitigate its Losses.
- 16.7 This clause 16 survives the end of the Agreement.

17. Breach and suspension

- 17.1 If a Party breaches the Agreement and does not remedy the breach within:
- 17.1.1 10 (ten) Business Days after receiving written notice to remedy, in the case of failure to pay an undisputed amount; or
 - 17.1.2 20 (twenty) Business Days after receiving written notice to remedy, in the case of any other breach,
- the other Party may, without limiting its other rights, terminate the affected Service Schedule (or, if the breach affects the Agreement as a whole, the Agreement and all Service Schedules) by written notice, and claim damages subject to clause 16.
- 17.2 A Party may terminate immediately by written notice if the other Party: (a) commits a material breach that cannot be remedied; (b) is placed in liquidation, business rescue or under judicial management (provisionally or finally), or commits an act of insolvency, compromises with its creditors generally, or has a judgment against it that remains unpaid for 10 (ten) Business Days; or (c) in the case of the Customer, breaches clause 4.4 (AUP and restrictions) in a way that exposes FirstNet to legal liability, regulatory sanction or a Vendor suspension.
- 17.3 If FirstNet terminates under clause 17.1 or 17.2, clause 19 applies.
- 17.4 Suspension. FirstNet may suspend all or part of a Service:
- 17.4.1 on at least 5 (five) Business Days' written notice, if the Customer has not paid an undisputed amount by its Due Date;
 - 17.4.2 immediately and without notice, where reasonably necessary to protect the Network, other customers or the Customer from a security threat, fraud or unauthorised use, or to comply with Applicable Law, a regulator, a court order or a lawful direction;
 - 17.4.3 on notice, if the Customer breaches the AUP or Vendor Terms and does not stop the breach when asked, or if a Vendor suspends its product because of the Customer's conduct; and
 - 17.4.4 for planned or emergency maintenance under the Service Specific Terms.
- 17.5 FirstNet will restore a suspended Service as soon as reasonably practicable after the reason for the suspension falls away. FirstNet may charge a reasonable reconnection fee stated in the Service Schedule or published rates for suspensions under clauses 17.4.1 and 17.4.3. Charges remain payable during a suspension under clauses 17.4.1 and 17.4.3.
- 17.6 FirstNet will not suspend a Service for non-payment of an amount that is the subject of a valid billing dispute under the Complaints Procedure while that dispute is being dealt with, provided that the Customer pays all undisputed amounts.

18. Termination rights and consequences

- 18.1 Either Party may end a Service after its Initial Period under clause 3.5.2.
- 18.2 The Customer may end a Service before the end of its Initial Period by giving FirstNet at least 30 (thirty) calendar days' written notice, subject to the early termination charges in clause 19.
- 18.3 A Consumer may cancel a fixed-term Service Schedule at any time on 20 (twenty) Business Days' written notice, subject to a reasonable cancellation penalty under clause 19.3, as provided in sections 14(2)(b)(i)(bb) and 14(3)(b) of the CPA.
- 18.4 When a Service ends for any reason:
- 18.4.1 the Customer must stop using it, and pay all Charges up to the Termination Date and any early termination charges under clause 19;
 - 18.4.2 the Customer must return FirstNet Equipment under clause 8.5 and delete FirstNet Materials from its systems, except copies it must keep by law;
 - 18.4.3 FirstNet will make Customer Data available for retrieval, and then delete it, as set out in the Service Specific Terms and the Data Processing Annexure; and

18.4.4 any number, IP address range, domain or other resource that FirstNet assigned to the Customer is dealt with as set out in the Service Specific Terms (including number porting under clause 25.4).

18.5 The end of a Service or of the Agreement does not affect rights that accrued before it, or clauses that by their nature continue (including clauses 6, 9, 14, 16, 19, 22, 23 and 27).

19. Early termination charges

- 19.1 This clause 19 applies when a Service ends before the end of its Initial Period because the Customer ends it under clause 18.2 or, for a Consumer, clause 18.3, or because FirstNet terminates under clause 17.1 or 17.2. It does not apply when the Customer ends a Service under clause 7.3, clause 9.5, clause 17 (because of FirstNet's breach) or clause 21.
- 19.2 Other Customers. Where the Customer is neither a Consumer nor a Small Business Customer, and unless the Service Specific Terms or Service Schedule set a different early termination charge, the Customer must pay:
- 19.2.1 if the Service is cancelled before its Service Commencement Date: the NRC (if not yet paid) and the third-party costs that FirstNet has incurred or committed to and cannot recover (such as fibre network operator installation and cancellation fees, and equipment ordered for the Customer), as shown in reasonable detail; and
- 19.2.2 if the Service is cancelled after its Service Commencement Date: 100% (one hundred percent) of the MRC for each remaining month of the first 12 (twelve) months of the Initial Period, plus 90% (ninety percent) of the MRC for each remaining month of the Initial Period after the first 12 (twelve) months. No separate decommissioning fee is payable unless the Service Schedule states one.
- 19.3 Consumers and Small Business Customers. Where the Customer is a Consumer or a Small Business Customer, the Customer must pay a reasonable cancellation penalty that takes into account the factors in regulation 5 of the CPA regulations, including the amount the Customer is still liable for up to the Termination Date, the value of the transaction up to cancellation, the value of goods (such as FirstNet Equipment) that the Customer keeps or returns, the length of notice given, FirstNet's reasonable potential to recover the cost by providing the Service to another customer, and the general practice in the industry. The penalty will not be more than the charges that would have been payable for the remainder of the Initial Period, and FirstNet will give the Customer a written calculation. "Small Business Customer" means a Customer that is a juristic person whose annual turnover or asset value is below the threshold that the Minister sets under section 6 of the CPA from time to time. FirstNet applies this clause 19.3 to a Small Business Customer as its own policy, whether or not the CPA applies to the transaction, instead of the early termination charge in clause 19.2. Whether a Customer is a Small Business Customer is established under clause 24.2.
- 19.4 Vendor commitments. Where a Service includes a Vendor licence or subscription that FirstNet must buy for a fixed term (for example annual or multi-year Microsoft New Commerce Experience subscriptions, or committed cloud or GPU capacity), and the Service Specific Terms say that it cannot be cancelled during that term, the Charges for that licence or subscription for the rest of its committed term remain payable, regardless of the reason for termination, except where FirstNet is able to cancel it with the Vendor without cost.
- 19.5 Early termination charges are a genuine pre-estimate of FirstNet's loss and are payable in addition to the Charges due up to the Termination Date. They are not payable for a Service in its month-to-month period after the Initial Period.

20. Notices and domicilium

- 20.1 Each Party chooses as its address for legal notices and service of legal process (domicilium citandi et executandi):
- 20.1.1 for FirstNet: 26 Augrabies Road, Waterfall Office Park, Midrand, 1686, and by email to legal@firstnet.co.za; and
- 20.1.2 for the Customer: the physical and email addresses in the Service Schedule or customer information form.
- 20.2 A Party may change its addresses by written notice to the other Party. A new physical address must be in the Republic of South Africa and may not be a post box.

- 20.3 Notices under the Agreement may be given by email to the email address in clause 20.1. An email notice is treated as received on the first Business Day after it was sent, unless the sender receives an automated message that it was not delivered. Notices may also be delivered by hand (received on delivery) or by courier (received on the fifth Business Day after dispatch).
- 20.4 Notices of breach, termination of the Agreement and legal process must be given in writing and delivered to the physical address in clause 20.1 or sent by email with a copy delivered by hand or courier. Operational notices (such as maintenance notices, escalation notices and changes under clause 7 and 9) may be given by email, on an invoice, or through FirstNet's customer portal.
- 20.5 A written notice actually received by a Party is valid even if it was not sent to its chosen address.

21. Force majeure

- 21.1 **"Force Majeure"** means an event beyond the reasonable control of the affected Party ("Affected Party") that it could not reasonably have prevented or provided for, including natural disasters, epidemics, war, terrorism, riots, civil unrest, strikes not limited to the Affected Party, sabotage, cable cuts or vandalism of third-party infrastructure, subsea cable failures, failures of the national electricity grid and load-shedding beyond the backup capacity specified for the Service, and acts or delays of government or regulators (including refusal of wayleaves or permits). Lack of funds is not Force Majeure.
- 21.2 The Affected Party must notify the other Party promptly of the Force Majeure, its expected effect and duration, and must use reasonable efforts to reduce its effect and resume performance.
- 21.3 The Affected Party's obligations (other than payment obligations for Services actually provided) are suspended for as long as the Force Majeure prevents performance. Charges are not payable for a Service that FirstNet cannot provide because of Force Majeure for the period it is not provided.
- 21.4 If Force Majeure prevents performance of a Service for more than 60 (sixty) consecutive calendar days, either Party may end the affected Service by written notice to the other Party, without early termination charges, except for Vendor commitments under clause 19.4.

22. Dispute resolution

- 22.1 Complaints, faults and billing disputes must first be raised under FirstNet's Complaints Procedure. Nothing in this clause 22 prevents a Consumer or end-user from escalating a complaint to ICASA under clause 25.2 or to any other body that has jurisdiction.
- 22.2 If a dispute arises from the Agreement, either Party may give the other a written dispute notice. Senior representatives of both Parties must meet (in person or online) within 10 (ten) Business Days of the notice to try to resolve it.
- 22.3 If the dispute is not resolved within 20 (twenty) Business Days of the dispute notice, either Party may refer it to arbitration under the expedited rules of the Arbitration Foundation of Southern Africa (AFSA) by one arbitrator agreed by the Parties or, failing agreement within 5 (five) Business Days, appointed by AFSA. The seat of arbitration is Durban. The arbitration will be held in English and its award is final and binding.
- 22.4 Clause 22.3 does not apply to (a) claims for payment of undisputed amounts, which FirstNet may pursue in any competent court; (b) applications for urgent or interim relief; or (c) disputes with a Consumer, unless the Consumer agrees in writing to arbitration after the dispute has arisen.
- 22.5 For the purposes of clause 22.4, each Party consents to the jurisdiction of the Magistrates' Court having jurisdiction over it under section 45 of the Magistrates' Courts Act 32 of 1944, even if the amount exceeds that court's ordinary jurisdiction. Each Party may also approach the High Court of South Africa, KwaZulu-Natal Division (including its Durban local seat).
- 22.6 This clause 22 survives the end of the Agreement and is separable from the rest of it.

23. Personal information

- 23.1 Each Party must comply with POPIA in its processing of personal information under the Agreement.

- 23.2** FirstNet as responsible party. FirstNet processes personal information about the Customer, its contact persons, Users and authorised representatives for account management, billing, credit vetting, support, security, fraud prevention, regulatory compliance (including RICA and ICASA requirements) and, where allowed by section 69 of POPIA, marketing similar FirstNet services. The Privacy Notice explains this processing and the rights of data subjects. The Customer must make the Privacy Notice available to the people whose personal information it gives FirstNet.
- 23.3** FirstNet as operator. When FirstNet processes Customer Personal Information on the Customer's behalf in providing a Service (for example data hosted in a cloud Service, backups, call recordings, guest Wi-Fi data, email or AI Inputs), FirstNet does so as the Customer's operator, and the Data Processing Annexure applies. The Customer is the responsible party for that information and is responsible for having a lawful basis to process it, for notices to its data subjects and for any consents needed, including consent for cross-border transfers where the Service Specific Terms state that data is processed outside South Africa.
- 23.4** Security. FirstNet maintains an information security management system certified to ISO/IEC 27001:2022 by INTERCERT (certificate IC-IS-2512139). The certified scope is: "The Information Security Management System at FirstNet Technology Services (Pty) Ltd applies to the design, deployment, operation, and support of cloud, connectivity, voice, firewall, and security services, including all associated network infrastructure and technical operations." FirstNet also applies the security measures described in the Data Processing Annexure.
- 23.5** Location of data. Customer Data is stored in South Africa by default. It is stored or processed outside South Africa only where the Service Schedule names a site outside South Africa or where the Service uses a Vendor cloud platform that processes data offshore, as stated in the Service Specific Terms; in those cases FirstNet applies the safeguards required by section 72 of POPIA as set out in the Data Processing Annexure. FirstNet will not move Customer Data to a different country for a Service without the notice required by the Data Processing Annexure.
- 23.6** Direct marketing. FirstNet will send electronic direct marketing to the Customer's contact persons only as allowed by section 69 of POPIA, and every message will include a free opt-out. FirstNet does not sell personal information and does not market third parties' products to the Customer on their behalf without consent.
- 23.7** Lawful requests. FirstNet may refuse a request for information, or disclose information, on any ground available under POPIA, the Promotion of Access to Information Act 2 of 2000, ECTA, RICA or other Applicable Law.

24. Consumer Protection Act

- 24.1** The CPA applies to transactions between FirstNet and a Consumer. Nothing in the Agreement limits a Consumer's rights under the CPA, and any provision that would do so applies only to the extent the CPA allows.
- 24.2** The Customer must tell FirstNet before signing a Service Schedule whether it is a natural person, or a juristic person whose asset value or annual turnover is below the threshold determined under section 6 of the CPA by the Minister of Trade, Industry and Competition from time to time, and must tell FirstNet if this changes. FirstNet may rely on that information and may ask for reasonable proof (such as the latest annual financial statements).
- 24.3** If a Customer gives incorrect information under clause 24.2 and as a result FirstNet treats the Customer as not being a Consumer, this does not reduce the Customer's rights under the CPA, but FirstNet may recover any Loss that the incorrect information caused it, to the extent allowed by law.

25. Regulatory matters

- 25.1** Licences. FirstNet provides electronic communications services under the individual licences held by its group company First Technology (Pty) Ltd (I-ECNS 0054/IECNS/JAN/09 and I-ECS 0054/IECS/JAN/09). Where a Service is provided over a third party's licensed network, that third party's licence applies to its part of the Service.
- 25.2** ICASA charter and complaints. FirstNet's Code of Conduct and Service Charter and its Complaints Procedure, published at www.firstnet.co.za/legal-notices/, form part of the Agreement for Services regulated by ICASA. If a complaint about such a Service is not resolved within the period in the Complaints Procedure, or the complainant is not satisfied with the outcome, the complainant may escalate it to the Independent Communications Authority of South Africa (ICASA) through its complaints portal at <https://crmportal.icasa.org.za/> or on 012 568 3000. Complaints about conduct covered by the ISPA Code of Conduct may also be lodged with the Internet Service Providers' Association (ISPA) under its complaints procedure.

- 25.3 RICA. Where a Service includes a SIM card or other service that must be registered under RICA (for example LTE or 5G data Services or mobile voice), FirstNet (or the relevant mobile network operator) may only activate the Service after the Customer has provided the information and documents required by RICA for each SIM card and its user. The Customer must keep that information current, must tell FirstNet immediately if a SIM card is lost or stolen, and may not transfer a SIM card to another person without re-registration. FirstNet must comply with interception directions and requests for communication-related information under RICA, and is required by RICA to keep certain communication-related information for the periods prescribed under it.
- 25.4 Number portability. Where a Service includes telephone numbers, the Customer may port its geographic and non-geographic numbers to another licensee, and port numbers into FirstNet, in accordance with the Number Portability Regulations issued by ICASA, as amended from time to time. FirstNet will not unreasonably refuse or delay a valid port request. Porting a number out does not by itself end the Service Schedule or the Customer's obligation to pay Charges and any early termination charges, which the Customer must arrange separately. Numbers that are not ported out within the period stated in the Service Specific Terms after a Service ends may be returned to the number pool.
- 25.5 Emergency calls. Unless the Service Specific Terms say otherwise, internet-based voice Services may not be able to reach emergency numbers (such as 10111 and 112) during a power failure, an internet outage or a Network fault, and may not give emergency services the caller's location. FirstNet does not bar calls to emergency numbers, and routes them as described in the Service Specific Terms. The Customer must make sure Users have another means of calling emergency services and must keep its registered site address for each number up to date.
- 25.6 Films and Publications Act and Cybercrimes Act. FirstNet must comply with its duties as an internet service provider and electronic communications service provider under the Films and Publications Act 65 of 1996 and the Cybercrimes Act 19 of 2020, including reporting and preserving evidence where required. These duties are described in the AUP.
- 25.7 Notice and take-down. FirstNet has designated ISPA as its agent under section 75 of ECTA to receive take-down notifications. FirstNet may act on a take-down notice as permitted by Chapter XI of ECTA and the AUP, and has no liability to the Customer for doing so in good faith.

26. AI Services

- 26.1 This clause 26 applies to AI Services. The Service Specific Terms for each AI Service may add to it.
- 26.2 Nature of Output. AI Services generate Output using statistical models. Output may be inaccurate, incomplete, biased or similar to output generated for others, and may not be unique. The Customer is responsible for reviewing Output, and for deciding whether and how to use it, before relying on it. Output is not legal, financial, medical, engineering or other professional advice.
- 26.3 Human oversight. The Customer must not use an AI Service to make decisions that have legal or similarly significant effects on individuals (for example credit, employment, insurance, or access to services) based solely on automated processing, without appropriate human review and the measures required by section 71 of POPIA.
- 26.4 Customer Data and training. FirstNet does not use the Customer's Inputs or Output to train, fine-tune or improve models made available to other customers, unless the Customer agrees to this in writing. FirstNet may use operational metadata (such as request counts, latency and error rates, without content) to operate, secure and bill the AI Services.
- 26.5 Ownership. As between the Parties, the Customer owns its Inputs and, subject to the rights of third parties and the licence terms of the underlying model, the Output. FirstNet keeps all rights in the AI Services, models it develops, and its tools and know-how, and the Customer receives a licence to use any FirstNet-developed model or component delivered to it as set out in the Service Schedule.
- 26.6 Model and Vendor terms. Where an AI Service uses an open-weight model or a third-party model, the model's licence and acceptable use terms are Vendor Terms. FirstNet will identify the model and its licence on request or in the Service Specific Terms.

- 26.7 Location of processing. Unless the Service Specific Terms or Service Schedule say otherwise, FirstNet processes Inputs and Output for AI Services provided from the FirstCoreAI AI Factory in South Africa. Logging, monitoring, backup and support for the AI Factory are carried out in South Africa, and no FirstNet staff with access to Inputs or Output are located outside South Africa. FirstNet will route a request to a model hosted outside South Africa only where the Customer has enabled or instructed that routing for the relevant workload, and will tell the Customer which requests are routed offshore.
- 26.8 Acceptable use. The Customer must use AI Services in accordance with the AI section of the AUP and must not use them to create unlawful, harmful or deceptive content, including child sexual abuse material, non-consensual intimate images, deepfakes of real people without their consent, malware, or content that infringes third-party rights.
- 26.9 Liability. FirstNet is not liable for decisions the Customer makes based on Output, or for claims that Output infringes third-party rights where the Customer's Inputs caused the infringement or the Customer used the Output in breach of clause 26.8. Clause 16 applies to all other liability for AI Services.

27. Governing law and jurisdiction

- 27.1 The Agreement is governed by the law of the Republic of South Africa.
- 27.2 Subject to clause 22, the Parties submit to the non-exclusive jurisdiction of the High Court of South Africa, KwaZulu-Natal Division, Durban.

28. Cession, assignment and sub-contracting

- 28.1 The Customer may not cede, assign or delegate any of its rights or obligations under the Agreement without FirstNet's prior written consent.
- 28.2 FirstNet may cede or assign its rights and obligations under the Agreement to an Affiliate, or to a successor to all or part of its business, on written notice to the Customer, provided that the Services continue on the same terms. Where the Customer is a Consumer, a delegation of FirstNet's obligations requires the Customer's consent where the CPA requires it.
- 28.3 FirstNet may sub-contract the performance of any part of the Services, including to its Affiliates and Vendors. FirstNet remains responsible for the performance of its sub-contractors as if they were FirstNet's own performance, except for Vendor products governed by clause 5.

29. General

- 29.1 Entire agreement. The Agreement is the entire agreement between the Parties about its subject matter. Neither Party has relied on any representation not set out in it. This does not limit liability for fraud.
- 29.2 Variation. Except as provided in clauses 3.7, 7 and 9, no variation of the Agreement, consensual cancellation or waiver of a right is valid unless it is in writing and signed by both Parties. An electronic signature (as defined in ECTA) is a signature for this purpose, but an exchange of ordinary emails is not.
- 29.3 No waiver. A Party that does not enforce, or delays enforcing, a right does not waive it.
- 29.4 Severability. If any provision of the Agreement is found invalid or unenforceable, it is severed and the rest of the Agreement continues, and the provision is treated as amended to the minimum extent needed to make it enforceable.
- 29.5 Relationship. The Parties are independent contractors. Nothing in the Agreement creates a partnership, joint venture, agency or employment relationship.
- 29.6 Costs. Each Party pays its own costs of negotiating and concluding the Agreement. A Party that has to recover overdue amounts may recover reasonable collection and legal costs, but costs recovered from a Consumer may not exceed those allowed by law.
- 29.7 Counterparts and electronic signature. A Service Schedule may be signed in counterparts and by electronic signature. A signed scanned copy is as valid as the original.

29.8 Publicity. Neither Party may issue a press release or public announcement about the Agreement, or use the other's name or logo, without the other's prior written consent.

29.9 Anti-corruption. Each Party must comply with the Prevention and Combating of Corrupt Activities Act 12 of 2004 in connection with the Agreement.

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