



## Engen – Mobile Application Terms

terms for the use of our mobile application and our provision of services to you through it

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## 1. Introduction

These terms are the general terms of the relationship between us and you relating to the use of our mobile application and any services we provide to you through it. The terms cover any transactions where we provide services to you through our mobile application. The commercial terms of any transaction will be contained in a transaction governed by these terms. A transaction could be as simple as a screen on our mobile application explaining what services we will provide to you. Any specified terms and conditions of a transaction will prevail if there is a conflict of meaning with these terms. Nothing in these terms obligates any party to enter into any transactions.

## 2. Definitions and interpretation

**Definitions.** In these terms:

**AFSA** means the Arbitration Foundation of Southern Africa (or its successor or body nominated in writing by it in its stead);

**agreement** means the agreement between us and you, consisting of these terms and any transaction the parties enter into;

**authorised user** means you or a user in your employ where you are a juristic person, who has been assigned credentials;

**business day** means any day other than a Saturday, a Sunday, or a holiday (including a public or bank holiday) in the jurisdiction where our entity that entered into the relevant transaction is organised;

**business hours** means our normal business hours on business days;

**credentials** means a unique username and password that has been assigned to an authorised user;

**dashboard** means the section on the mobile application accessible by you that allows you to control certain aspects of the services;

**effective date** means in respect of each transaction, the effective date stipulated in each transaction, in the absence of which it will be the date the transaction is accepted by us;

**our technology** means any technology that we have created, acquired or otherwise have rights in and may, in connection with the performance of our obligations under the agreement, employ, provide, modify, create or otherwise acquire rights in and includes any: concepts or ideas; methods or methodologies; procedures or processes; know-how or techniques; function, process, system, data, or object models; templates; the generalised features of the structure, sequence and organisation of software, user interfaces and screen designs; general purpose consulting and software tools, utilities, routines or frameworks; logic, coherence and methods of operation of systems; and patches or enhancements to open source libraries;

**personnel** means any representative, including any director, employee, agent, affiliate, consultant, or contractor;

**related** and **related persons** means natural and juristic persons who are connected to one another in the manner contemplated in sections 2 and 3 of the Companies Act 71 of 2008;

**services** means any services we or related persons provide to you, in terms of any transaction and in general includes the use of the mobile application;

**terms** means:

- these terms; and
- any other relevant specific terms, policies, disclaimers, rules and notices that the parties agree on, (including any that may be applicable to any specific services) like our website terms of use available at [http://www.engenoi.com/home/apps/content/Common/terms\\_and\\_conditions.aspx](http://www.engenoi.com/home/apps/content/Common/terms_and_conditions.aspx) and our communications disclaimer available here <http://www.engen.co.za/home/apps/content/common/disclaimer.aspx>;

**third party contractor** means any contractor, supplier, service provider or licensor of a part of the services, which is not a party to the agreement;

**third party software** means all third party software owned by a third party but legally licensed to us for use in providing the services;

**transaction** means any interaction between you and us in relation to the mobile application;

**we, us, or our** means Engen Petroleum Limited (Registration number: 1989/003754/06), the owner of the mobile application and transaction includes any of its nominated agents;

**writing** means the reproduction of information or data in physical form (includes handwritten documents, hard copy printouts and fax transmissions) or any mode of reproducing information or data in electronic form that the parties agree to use (like pdf), but excludes information or data in the form of email;

**you or your** means the customer that makes use of the mobile application;

**your data** means your data (including information about an identifiable person) that:

- you provide (or any third party on your behalf provides) to us; or
- we generate, process, or supply to you in providing the goods or services; but excludes any derived data that we create for our own internal purposes or which is proprietary or confidential to us or our third party contractors, or which belongs to third parties;

2.1 **Definitions in a transaction.** Words defined (or assigned a meaning) in any transaction will have that meaning in the terms, unless the context clearly indicates otherwise.

2.2 **Interpretation.** All headings are inserted for reference purposes only and must not affect the interpretation of the agreement. Whenever "including" or "include", or "excluding" or "exclude", together with specific examples or items follow a term, they will not limit its ambit. Terms other than those defined within the agreement will be given their plain English meaning. References to any enactment will be deemed to include references to the enactment as re-enacted, amended, or extended. A reference to a person includes a natural and juristic person and a reference to a party includes the party's successors or permitted assigns. Unless otherwise stated in the agreement, when any number of days is prescribed in the agreement the first day will be excluded and the last day included. The rule of construction that an agreement must be interpreted against the party responsible for its drafting or preparation does not apply. GMT +2 will be used to calculate any times.

## 3. Duration

The terms commence on acceptance and continue until terminated.

## 4. Use

We currently make our mobile application available to you free of charge for your personal, non-commercial use on various mobile operating systems, including Android and iOS. We grant you a limited non-exclusive licence to use our mobile application on these terms.

## 5. Transactions

5.1 **Capacity.** You represent and warrant that you (and any person who enters into a transaction):

- are old enough under applicable law to enter into the agreement;
- are legally capable of concluding any transaction;
- possess the legal right, full power, and authority to enter into the agreement;
- are authorised to use the credentials required for any account; and
- will submit true, accurate and correct information to us.

If you are younger than 18 years of age, you warrant that you have the consent of your legal guardian to enter into the agreement or that you have obtained legal status in another manner.

5.2 **Invitation to do business.** The marketing of the services by us is merely an invitation to do business or for you to make an offer to procure services. The parties only conclude a valid and binding transaction when we accept the offer made by you. Unless proven to the contrary, we only accept an offer relating to services, when we begin providing the services. We may accept or reject any offer. If we do not accept any offer, then we will refund any monies already paid by you.

5.3 **Deemed transaction.** You will be deemed to have entered into a transaction in regard to services when you start consuming any services you have requisitioned automatically from the dashboard, it being agreed that each submission of a button or other means to requisition a service constitutes a serviceable event.

5.4 **Cancel.** Unless otherwise agreed, we may cancel any transaction at any time in our absolute discretion. You will always remain responsible for honouring any obligations that have already been initiated, irrespective of whether or not we cancel the transaction.

5.5 **Time and place.** The parties conclude any agreement between each other at the time when our duly authorised representative accepts the relevant offer and at the place where you have your head office. We do not need to communicate the acceptance of the offer to you.

5.6 **Transactions.** The terms in effect at the time you make an offer will govern the transaction. Each transaction will create a separate agreement. Despite that, we may consider the breach of any one transaction to constitute a breach of any or all transactions.

5.7 **Consent to Retention of information.** You hereby agree that your transactional information including credit, debit card, loyalty programme or other banking and/or rewards details will be retained on third party systems and will only be retrieved but not retained on the mobile application.

5.8 **Consent for third party processing.** You hereby agree that your transactional information including credit, debit card, loyalty programme or other banking and/or rewards details will be sent to and processed by a third party that specialises in the processing of and execution of transactional information. You also hereby agree that any transaction processed outside of the mobile application environment through third parties will also require interaction with your banking institution or loyalty programme provider. You will provide any assistance required to give effect to transactions that you initiate, including providing the security confirmations for each transaction in accordance with the procedures that your banking or loyalty programme provider require. You hereby agree that you remain responsible for fulfilling the underlying obligations that are triggered by your use of our mobile application.

## 6. Services

6.1 **Grant of right.** We grant you a limited, non-exclusive, non-transferrable, revocable right to use our services or the mobile application in accordance with the terms and the terms of any third party agreement. Any person wishing to use the services contrary to the terms or third party agreement must obtain our prior written consent.

6.2 **Consent to monitoring.** You consent to us monitoring your use of the service for security purposes and in order to ensure that the service is always running and functioning as it should.

6.3 **Third party software.** Some software used in our services may be third party software that we will make available to you in accordance with third party software license terms. You agree that the use of the services is subject to these third party software license terms and that they may change from time to time. Please note that there may be provisions in the third party software license agreement that expressly override some of these terms.

6.4 **Registration.** Each authorised user must provide their full legal name, a valid email address, credit card, debit card, loyalty programme details and any other information requested by us to complete the registration process.

6.5 **Access.** Only authorised users may access the services by using the credentials issued to them.

6.6 **Authorised user obligations.** Each authorised user agrees:

- to keep their credentials secure;
- not to provide access to any person other than an authorised user;
- not to interfere with the functionality or proper working of the services;
- not to introduce any viruses, worm, logic bomb, trojan, wares, potentially unwanted program (PUP) or other malicious software into the services; and
- not use the services for direct marketing, spamming, unsolicited communications, or other advertising or marketing activities prohibited by applicable law.

6.7 **Security.** Each authorised user is responsible and liable for activities that occur under their account. You authorise us to act on any instruction given by an authorised user, even if it transpires that someone else has defrauded both us and you, unless you have notified us in writing prior to you acting on a fraudulent instruction. We are not liable for any loss or damage suffered by you attributable to an authorised user's failure to maintain the confidentiality of their credentials.

6.8 **Mobile network charges.** Our mobile application needs Internet access for certain features, which it is capable of getting through the mobile network on your device. The terms of your agreement with your mobile network provider will continue to apply when using our mobile application. This means that your mobile network provider may charge you for their network connection services for the duration of the connection while using our application on their network. You accept responsibility for these charges.

6.9 **Rewards or benefits.** We grant the rewards or benefits that we make available to you and allow you to redeem through our mobile application voluntarily in our unfettered discretion in terms of the provisions of the Consumer Protection Act 68 of 2008. Using our mobile application does not guarantee that you will be able to redeem the benefits. The allocation of any benefits also does not entail that you have a vested right to those benefits.

6.10 **No support or maintenance.** We are not responsible for any support or maintenance of our mobile application. However, we may

upgrade the version of our mobile application from time to time to add support for new functions and services.

- 6.11 **System requirements.** You are required to have a compatible mobile phone or handheld device with GPS functionality, internet access, and the necessary minimum specifications to use our mobile application.

## 7. Your data

- 7.1 **Your data.** We are not responsible for any of your data stored on our system or submitted through our mobile application to third parties, except to the extent that we are required to be responsible by applicable law.
- 7.2 **Location of your data.** We are able to provide the mobile application in multiple locations that are located in different countries. Your data will remain in whatever location you place it, unless we have to transfer it across a country in order to enable us to comply with our obligations under the agreement.
- 7.3 **Privacy and protection of personal information.**
- **Legal obligations.** We are responsible for complying with our obligations and you are responsible for complying with your obligations under applicable laws governing your data. The parties both acknowledge that they are not investigating the steps the other is taking to comply with any applicable privacy and protection of personal information laws.
  - **Responsible party.** You remain the responsible party for determining the purpose and means of our processing of your data, including that processing will not place us in breach of any laws.
  - **Trans-border request flows of your data.** You consent to us transferring your data across a country border to enable us to comply with our obligations under the agreement. You are solely responsible for determining that any transfer of your data across a country border complies with the applicable laws.
  - **Indemnity. You hereby indemnify, defend, and hold us harmless (and those related to us and our personnel, co-branders or other partners) from and against any claim, demand, loss, damage, cost, or liability (including legal costs) arising out of or relating to you failing to comply with your obligations under this clause. If permissible under applicable law, legal costs will be on an attorney and own client basis.**
- 7.4 **Access.** On a party's reasonable written request, the other party will provide the requesting party with the information that it has regarding your data and its processing that is necessary to enable the requesting party to comply with its obligations under this clause and the applicable laws. The requesting party will reimburse the other party for its reasonable charges for its assistance.
- 7.5 **Preservation of integrity of your data.** Both of the parties will take reasonable precautions (having regard to the nature of each of their obligations under the agreement), to preserve the integrity of your data and prevent any unauthorised access, corruption or loss of your data.
- 7.6 **Records.** You agree that our records are *prima facie* evidence of the services provided to you.

## 8. Your privacy

- 8.1 **Purpose.** This clause describes the way we handle your personal information.
- 8.2 **Personal information.** Personal information includes information we collect:
- on submission when you enter into a transaction; and
  - automatically when you use our mobile application.
- 8.3 **Acceptance.** You may not request any of our services or use the mobile application if you do not accept this clause.
- 8.4 **Collected on submission.** We collect whatever personal information you enter into our mobile application when you enter into a transaction.
- 8.5 **Collected automatically.** We collect your internet, device, and other usage information when you use our mobile application.
- 8.6 **Purpose for collection.** We may use any of your personal information that you provide to us for the purposes that you indicated when you agreed to provide it to us.
- 8.7 **Consent to collection.** We will get your consent to collect your personal information in accordance with applicable law when you provide us with it.
- 8.8 **Use.** We may use your personal information to fulfil our obligations to you.
- 8.9 **Sharing.** We may share your personal information with third parties for the purposes of fulfilling our obligations to you.
- 8.10 **Disclosure.** We may disclose personal information to third parties if required for legal reasons.
- 8.11 **Security.** Our website and/or mobile application is hosted on a secure server and uses security measures to prevent interference by intruders.
- 8.12 **Retention.** We will only retain your personal information for as long as is necessary.
- 8.13 **Updating or removing.** You may choose to update or remove the personal information you have submitted to us by contacting us.

## 9. Intellectual property

- 9.1 **Your data.** You own all your data. We do not own your data or other third party content used as part of the mobile application. All title, ownership rights and intellectual property rights in and to the content submitted through the mobile application belong to you or the applicable content owner and may be protected by applicable copyright or other law.
- 9.2 **Your data license.** When you upload your data to the mobile application, you give us a worldwide license to use, host and store your data, solely for purposes of providing the services.
- 9.3 **Retention of rights.** We have created, acquired or otherwise obtained rights in our technology and despite anything contained in the agreement, we will own all right, title, and interest in our technology.
- 9.4 **Use of our technology.** If we utilise any of our technology in connection with our performance under a transaction, our technology will remain our property and you will not acquire any right or interest in it.
- 9.5 **Trade marks.** Our logo and sub-logos, marks, and trade names are our intellectual property (even if it is not registered) and no person may use them without permission. Any other trademark or trade name that may appear on our marketing material is the property of its respective owner.
- 9.6 **Restrictions.** Except as expressly permitted under the agreement, the services may not be:

- modified or used to make derivative works;
- rented, leased, loaned, sold or assigned;
- reverse engineered or copied; or
- reproduced or distributed.

9.7 **Prosecution.** All violations of proprietary rights or the agreement will be prosecuted to the fullest extent permissible under applicable law.

## 10. Our warranties

10.1 **Service warranties.** We warrant that in relation to the services:

- we and our personnel will possess and have the right to use knowledge and expertise sufficient to enable us to provide the services;
- we will employ a sufficient number of suitably trained personnel to provide the services and to achieve the service levels; and
- we will provide the services in accordance with all applicable laws, enactments, and regulations.

10.2 **General warranties.** We warrant that:

- we have the legal right and full power and authority to execute and deliver, and to exercise our rights and perform our obligations under these terms; and
- we and our personnel will not knowingly introduce any malicious software into your material or your system.

## 11. Disclaimer of warranties

11.1 **Disclaimer.** You use our services at your sole responsibility and risk. We provide the services on an “as is” and “as available” basis. Except for the warranties given in this agreement and to the extent allowed by law, we expressly disclaim all representations, warranties, or conditions of any kind, whether express or implied, including:

- any implied warranties or conditions of satisfactory quality, no latent defects, merchantability, fitness for a particular purpose, accuracy, system integration, quiet enjoyment, title, and non-infringement
- any warranties regarding third party software;
- that the services will meet your requirements or be uninterrupted, legally effective or complete, timely, secure, error-free or free from infection by malicious software. You should keep up-to-date security software on any systems used to access the services.

11.2 **Exclusion of liability.** Despite any warranty we give, we will not be liable for any defect arising from negligence, failure to follow our instructions (whether oral or in writing) or misuse.

## 12. Your warranties

You warrant that:

- 12.1 you have not been induced to enter into the agreement by any prior representations, warranties or guarantees (whether oral or in writing), except as expressly contained in the agreement;
- 12.2 by entering into a transaction you are not acting in breach of any agreement to which you are a party;

and you agree to indemnify, defend, and hold us harmless (and those related to us and our personnel, co-branders or other partners) from and against any claim for damages by any third party as a result of the breach of these warranties, including all legal costs. If permissible under applicable law, legal costs will be on an attorney and own client basis.

## 13. Intellectual property infringement

13.1 **Defence.** You will promptly notify us of any claims made by an unaffiliated third party that any goods or services infringe its patent, design, copyright, or trade mark.

13.2 **Consequences of successful claim by third parties.** If any third party succeeds in its claim for the infringement of any intellectual property rights, we may within 30 calendar days of the infringing item having been found to so infringe:

- obtain for you the right to continue using the infringing item or the parts that constitute the infringement;
- replace the infringing item or the parts that constitute the infringement with another product that does not infringe and that in all respects operates substantially in accordance with its specifications; or
- alter the infringing item in a way as to render it non infringing while still in all respects operating substantially in accordance with its specifications.

failing which, we will require you to immediately cease use of the services.

13.3 **Exclusion.** We will not be liable for any claim that arises out of goods or services you select and acquire from third parties.

13.4 **Survival.** This clause will survive termination of the agreement.

## 14. Limitation of liability

14.1 **Direct damages limited.** To the extent permitted by applicable law, regardless of the form (whether in contract, delict or any other legal theory) in which any legal action may be brought, our maximum liability to you for direct damages for anything giving rise to any legal action will be an amount equal to no more than R100. The aggregate amounts for all claims will not be greater than this maximum amount.

14.2 **Indirect damages excluded.** To the extent permitted by applicable law, in no event will we (or our personnel) be liable for any indirect, incidental, special or consequential damages or losses (whether foreseeable or unforeseeable) of any kind (including loss of profits, loss of goodwill, damages relating to lost or damaged data or software, loss of use, damages relating to downtime or costs of substitute products) arising from the agreement.

14.3 **Exclusions.** The limitation contained in this clause will not apply to any breach by a party of the other party's proprietary or confidential information or intellectual property or damages arising from a party's gross negligence.

14.4 **We are not liable for your default.** We will not be liable for any loss or damage suffered by you arising out of or in connection with any breach of the agreement by you or any act, misrepresentation, error or omission made by or on behalf of you or your personnel.

14.5 **Other goods or services.** We are not liable for any other deliverable, including mobile application, goods, or service provided by any third party.

14.6 **Liability.** Without limiting liability, neither party will be liable to the other for any loss that it may suffer as a result of theft,

fraud, or other criminal act by a party or its personnel.

## 15. Breach

If you:

- do not fix any breach of this agreement (fail to comply with it) within seven days of receiving written notice from us to do so;
- breach this agreement materially twice or more in any six month period;
- are insolvent (bankrupt), or have some legal disability, for example, if you are placed under administration;
- take steps to deregister yourself (close down) or are deregistered;
- make any settlement or arrangement with your creditors; or
- fail to pay a court order against it (do not satisfy a writ of execution) for more than one million rand, within 21 days;

then we may, without prejudice to any of our rights:

- claim specific performance of this agreement (make you comply with this agreement); or
- immediately cancel this agreement in writing; and
- claim damages from you.

## 16. Suspension of services

16.1 **Immediate suspension.** We may immediately suspend your right to use any of the services in any of the following circumstances:

- you attempt a denial of service attack on any of the services;
- you seek to hack or break any security mechanism on any of the services;
- we determine in our sole discretion that your use of the services poses a security threat to us, or to any other user of the services;
- you otherwise use the services in a way that disrupts or threatens the services;
- we determine, in our sole discretion, that there is evidence of fraud with respect to your account;
- we receive notice, or we otherwise determine, in our sole discretion, that you may be using the services for any illegal purpose or in any way that breaches the law or infringes the rights of any third party; or
- we determine, in our sole discretion, that our provision of any of the services to you is prohibited by applicable law, or has become impractical or unfeasible for any legal or regulatory reason.

16.2 **Preservation of data (suspension).** In the event that we suspend your access to any services, we will not take any action to intentionally erase any of your data in our possession during the period of suspension.

## 17. Termination

17.1 **Termination for good cause.** We may immediately terminate this agreement at any time by giving you notice in writing if:

- we discontinue the services;
- we believe providing the services could create an economic or technical burden or material security risk for us;
- termination is necessitated by us having to comply with any applicable law or requests of governmental entities; or
- we determine that your use of a service or the provision of any services to you has become impractical or unfeasible for any legal or regulatory reason.

17.2 **Duties on termination.** On termination, cancellation, or expiry of this agreement:

- we will stop providing the services;
- your access rights will cease to exist; and
- we will erase your data, unless we have agreed to provide you with post termination assistance in writing or are required to retain it by law.

17.3 **Survival.** The termination, cancellation, or expiry of this agreement will not affect the enforceability of the agreement that are intended to operate after expiry or termination.

## 18. Resolving disputes

18.1 **Notifying each other.** There will be a dispute about or from this agreement if a party writes to the other about it and asks for it to be resolved under this clause. The parties must refer any dispute to be resolved by:

- negotiation (direct talks to try and agree how to end the dispute); failing which
- mediation (talks in which a neutral third party tries to help the parties agree how to end the dispute); failing which
- arbitration (a hearing after which a neutral third party makes a binding decision about the dispute).

18.2 **Negotiation.** Each party must make sure that their chosen representatives meet within 10 business days of notification, to negotiate and try to end the dispute by written agreement within 15 more business days.

18.3 **Mediation.** If negotiation fails, the parties must refer the dispute to mediation under AFSA's rules.

18.4 **Arbitration.** If mediation fails, the parties must refer the dispute within 15 business days to arbitration (including any appeal against the arbitrator's decision) under AFSA's latest rules for expedited arbitrations. The arbitration will be held in English in Cape Town. The parties will agree and appoint one arbitrator. If the parties cannot agree on the arbitrator within 10 business days after the referral, the Secretariat of AFSA will appoint the arbitrator.

18.5 **Agree otherwise in a transaction.** The parties may agree otherwise in a transaction.

18.6 **Periods.** The parties may agree in writing to change the periods for negotiation or mediation.

18.7 **Urgent interim relief.** This clause will not stop a party from applying to court for urgent interim relief (temporary help) while the dispute resolution process is being finalised. An example might be an interdict (type of court transaction).

18.8 **Severability.** This clause is separate and divisible from the rest of this agreement and remains effective even if this agreement ends or is invalid.

## 19. Notices and domicile

19.1 **Notices.** The parties will send all notices, authorisations, disclosures, acknowledgements, or requests by hand delivery, prepaid registered post, fax, or email to an address or number given in the relevant transaction.

19.2 **Service (delivery) address for legal documents.** Each party chooses its street addresses and numbers as its *domicilium citandi et executandi* (its address for the service of any document used in legal action) for this agreement.

19.3 **Change of addresses or numbers.** Each party may change the addresses or numbers in the specific terms to any other addresses or

numbers by writing to the other party 14 days before the change.

19.4 **Deemed delivery.** Notice will be considered to be delivered on the date shown on any hand-delivered, prepaid registered post, courier, fax or email confirmation of delivery.

19.5 **Notice actually received.** If a party actually receives any notice or other communication, this will be good enough.

## 20. Force majeure

20.1 **Parties not liable.** No party will be responsible for any breach of this agreement caused by circumstances beyond its control, including flood, fire, earthquake, war, tempest, hurricane, industrial action, government restrictions, or acts of God.

20.2 **Party affected to notify other party.** If there is an event of force majeure, the party affected will tell the other immediately, and they will meet within seven days to negotiate other ways to carry out any affected responsibilities under this agreement. The parties will continue to comply with the responsibilities that are not affected by the circumstances.

20.3 **Right to cancel.** If a party cannot fulfil a material (significant) part of its responsibilities under this agreement for more than 30 days because of force majeure, the other party may cancel this agreement by written notice.

## 21. Assignment and subcontracting

21.1 **No assignment.** No party may delegate its duties under this agreement or assign its rights under this agreement, in whole or in part. We may assign this agreement to any successor or purchaser of our business or some of our assets.

21.2 **Exception.** Despite this clause, we may cede and assign all rights and obligations under this agreement to a related person without your prior written consent, provided that we notify you within a reasonable time of the event occurring.

21.3 **Our third party contractors.** We may sub-contract or delegate our obligations under this agreement to third party contractors. No one may require us to disclose the terms (including payment terms) of any sub-contract entered into with respect to our obligations under this agreement.

## 22. Relationship

22.1 **No temporary employment service or partnership.** Nothing in this agreement will be construed as constituting a temporary employment service or as creating a partnership between the parties and no party will have any authority to incur any liability on behalf of the other or to pledge the credit of the other party.

22.2 **No employment relationship.** Each party enters into the agreement as an independent contractor. The agreement does not create any other relationship, including employment for any purpose, partnership, agency, trust or joint venture relationship.

## 23. General

23.1 **Entire agreement.** The agreement is the entire agreement between the parties on the subject.

23.2 **Changes to the terms.** We may change the terms at any time. If you continue to use the a change to the terms, the changed terms will apply to you and you will be deemed to have accepted such terms.

23.3 **Changes to any third party software license agreement.** Updated third party software license terms will be effective immediately and you will be deemed to have accepted them upon notification.

23.4 **Acceptance of changes.** If you do not agree with the changes, you must stop using the service. If you continue to use the service following a change, the changed terms will apply to you and you will be deemed to have accepted them.

23.5 **Waiver (giving up of rights).** Any favour we may allow you will not affect or substitute any of our rights against you.

23.6 **Severability.** If any term is void (invalid), unenforceable, or illegal, the term may be severed (removed) from and will not affect the rest of this agreement if it does not change its purpose.

23.7 **Governing law.** South African law governs this agreement.

23.8 **Jurisdiction.** You consent to the jurisdiction of the Magistrate's Court in respect of any action or proceedings that we may bring against you in connection with this agreement, even if the action or proceedings would otherwise be beyond its jurisdiction without prejudice to our right to institute any action in any other court having jurisdiction.

23.9 **Non-exclusivity.** We may provide any goods or services to any other person or entity. We may exploit our intellectual property subject to our confidentiality obligations.

23.10 **Costs.** Each party is responsible for its own costs of drafting and negotiating this agreement.

23.11 **Publicity.** A party will not make any announcement or statement to the press about this agreement, without first getting written permission from the other party.