

1. **INTRODUCTION**

These terms and conditions, as amended by Complexnet from time to time, are applicable to the provision and use of the Complexnet Internet Service which is provided by Complexnet to its Customers. The Complexnet Internet Service is provided by Complexnet, or its designated service providers, in terms of, and subject to the terms and conditions of this Agreement.

2. **INTERPRETATION**

21. In these terms and conditions, unless inconsistent with or otherwise indicated by the context, the following words and terms shall have the meanings ascribed to them below:

- 2.1.1. Activation: means the processes undertaken by Complexnet to enable a Customer to access the Internet and send and receive data and electronic mail, by making use of the Complexnet Internet Service;
- 2.1.2. Activation Date: means the date on which Activation takes place;
- 2.1.3. All Networks Internet Bundle means a fibre solution 3G/4G/LTE-based Internet bundle that is used to access data on the networks of Complexnet and its service providers and network generally refers to VOIP, Fibre and air fibre;
- 2.1.4. AUP: means the Complexnet Internet Acceptable Use Policy;
- 2.1.5. Business Day: means any day, other

than a Saturday, Sunday or official public holiday in the Republic of South Africa

- 2.1.6. CAP: means a limit on the amount of Shaped/Unshaped Data Usage, measured in

MB or GB, which the Customer can upload or download during a specific calendar month without having to purchase additional data, as determined by the terms of the Complexnet Internet Service;

2.1.7. Post-Paid Data: means an alternative Data Top-Up function whereby a Customer can consume out-of-bundle data which shall be charged for on the Customer's Complexnet invoice;

2.1.8. Concurrent Session: means the existence of multiple open ports per username or account at any given time ;

2.1.9. Data: means data used to access international Internet protocol addresses; IP Address: the Internet protocol address of a device connected to the Internet;

2.1.10. MAC address Stands for "Media Access Control Address," A MAC address is a hardware identification number that uniquely identifies each device on a network. The MAC address is manufactured into every network card, such as an Ethernet card or Wi-Fi card, and therefore cannot be changed; In-bundle; means usage, bandwidth or storage within a usage limit communicated to the Customer in the product

2.1.11. Out-of-Bundle: means usage, bandwidth or storage usually metered outside of the usage limit

communicated to the Customer in the product definition. Out of bundle services may be subject to metering and charging specified in each product definition.

- 2.1.12. Shaped Data means International Data in respect of which prioritisation is applied to protocols used over the Internet.
- 2.1.13. Complexnet: means Complexnet Proprietary Limited, a private-profit company duly incorporated in accordance with the laws of the Republic of South Africa, its registration number being ###;
- 2.1.14. Complexnet Internet Service Charges: means the amount(s) levied for the provisioning of the Complexnet Internet Service;
- 2.1.15. Complexnet Internet Service: means a Complexnet service consisting of those Complexnet Internet Service Offerings as contained in the relevant application for such ICASA terms of service and provided under and in terms of Complexnet's ECS licence and these ICASA terms and conditions;
- 2.1.16. Complexnet Internet Service Offerings: means internet access, e-mail, domain name and web hosting services, provided by Complexnet under and in terms of its ECS licence and these terms and conditions;
- 2.1.17. Uncapped Internet Usage Product: means a service provided without a predetermined usage cap, subject to the Fair Usage Policy clause of the Complexnet Internet Acceptable Use Policy;
- 2.1.18. Unshaped Data: Usage that is not

subject to shaping technologies but usage that is prioritised within the overall pool of usage data from Complexnet Internet to ensure maximum throughput and minimal latency;

- 2.1.19. Social Networking Services: refer to electronic social network platforms used to build relations among people who share interests and activities;
- 2.1.20. Night Surfer: refers to users who use the LTE internet service between 00:00am and 07:00am;
- 2.1.21. Instant Messaging (IM): Refers to [real-time](#) texting application and associated file transfers over the [Internet](#);
- 2.1.22. Add-on services: refer to services that you can purchase from Complexnet in addition to your existing product.
- 2.1.23. Apps: means applications. Applications are a type of software that runs on the internet through devices such as computers, Apple TV and smart TV's. Examples of applications on these devices are Netflix, Hulu, YouTube, Skype and so forth.
- 2.1.24. Customer: means a person who has applied for a Complexnet Internet Service and who receives such service from Complexnet and/or its service providers, pursuant to an application, and shall also include an applicant for a Complexnet Internet Service, who will be liable for the payment of the Complexnet Internet Service Charges associated with the Complexnet Internet Services and for compliance with these terms and conditions;

- 2.1.25. Top-Up: means the additional amount of Data Usage which may be purchased by a Customer in respect of the Complexnet Internet Service during a specific calendar month;
- 2.1.26. Data Usage: means the volume of electronic data that can be uploaded or downloaded by a Customer through the use of the Complexnet Internet Service, measured in mbps;
- 2.1.27. ECA: means the Electronic Communications Act 36 of 2005;
- 2.1.28. ECS: means Electronic Communications Service as defined in the ECA;
- 2.1.29. ECNS: means Electronic Communications Network Service as defined in the ECA;
- 2.1.30. GB: means gigabytes, which is the measurement of data transfer capacity;
- 2.1.31. MB: means megabyte, which is the measurement of data transfer capacity;
- 2.1.32. IM: means Instant Message, a real-time, text-based communication medium similar to chat, as utilised in some social networking environments.
- 2.1.33. It is the Customer's Duty to confirm the activation date in the event that the parties enter into this Agreement,

3.1. Subject to this Agreement, Complexnet will activate the Complexnet Internet Service on the date of application, unless a Customer requests a specific Activation Date if the

3. ACTIVATION AND PROVISIONING OF THE COMPLEXNET INTERNET SERVICE

application is approved after the application date.

32. In the event that Complexnet provides a Customer with an Activation Date as contemplated in clause 2.1.2 above and Activation does not take place by such Activation Date, Complexnet shall not be liable for any damages, costs or expenses whatsoever incurred or suffered by a Customer or any third party as a result of any failure by Complexnet to activate the Complexnet Internet Service by the Activation Date. Billing will however only commence from the date on which the Complexnet Internet Service was actually activated and available for use by the Customer.
33. In the event that a Customer cancels his application for the Complexnet Internet Service before the Activation Date, the Customer shall be liable for any cancellation costs.
34. Complexnet shall not incur liability for any failure of a Customer to access his Complexnet Internet account in the event that the Customer did not arrange for a suitable access medium.
35. The Customer shall be responsible for the provisioning, configuration and maintenance of all of the Customer's equipment and software, including (without limitation) computer hardware equipment,

electronic communications equipment and modems necessary and required by the Customer to use the Complexnet Internet Service, and specifically the installation of Internet security,

and EULA or embedded software once installed.

36. The Complexnet Internet Service is a best effort service and Complexnet Internet shall not be held liable for temporary interruptions in the provision of the Complexnet Internet Service.

4. **COMPLEXNET INTERNET SERVICE OFFERINGS**

- 4.1. The different Complexnet Internet Service Offerings and the relevant charges are set out on the Complexnet Internet Website. The Complexnet Internet Service Offerings and charges may be amended by Complexnet from time to time.
- 4.2. All prospective subscribers shall undergo credit vetting process before the provisioning of any Complexnet services.
- 4.3. Uncapped Internet Services. Complexnet Internet Uncapped Internet Service is prioritised for either Home or Business Customer use. The Complexnet Internet Acceptable Use Policy "AUP" is the mechanism whereby Complexnet Internet manages the impact on the quality and bandwidth pool.
- 4.4. Data Usage shall include Shaped or Unshaped Data;
- 4.5. Data usage is counted from the first to the last day of every calendar month.
- 4.6. Notwithstanding the contents of this Agreement, a Customer can reach the

Cap through Data Usage consisting of Shaped or Unshaped Data.

- 4.7. Subject to this Agreement, once a Customer has reached the Cap, the Customer's Internet

Service will be converted, billed or suspended. Should the Customer's internet be suspended, Complexnet shall give the Customer 7 (seven) days notice

- 4.8. Data Top-Up can be purchased in GB data increments. Complexnet reserves the right to limit the number of transactions.
- 4.9. Where the Complexnet Internet Service consists of a specific internet access type the service can be topped up with additional data of that specific data type only such as shaped and unshaped data.
- 4.10. Data Top-Up purchased via credit card in a particular month will be available until the end of the next following calendar month, after which any unused data will be forfeited.
- 4.11. Data Top-Up purchased cannot be refunded or exchanged for cash.
- 4.12. Any number of Add-on Service can be purchased within a 30 (thirty) calendar day period subject to confirmation and activation.
- 4.13. Add-on services purchased in a particular month will be available for 30 calendar days from the date of activation depending on terms of usage. Add-on services purchased cannot be refunded or exchanged for cash
- 4.14. In the event that a Customer has paid for Data Top-Up or an Add-on Service, but is unable to access or

use the data due to any failure by Complexnet in the provisioning of the Complexnet Internet Service, Complexnet shall not be liable for any damages or expenses of whatsoever nature and howsoever incurred by the Customer.

- 4.15. It is the Customers' responsibility to ensure that any Add-on promotions are activated on their accounts before making use of any services that are provided free as part of the Add-on. If an Add-on is not active, any data used relating to the Add-on will count towards the customer's quota, and Complexnet will not be liable to refund any data.
- 4.16. Data accessed via links or embedded content (for example YouTube, VOIP, Video Calling, Cloud/Storage services and e-mail via social networking) will not qualify as free data but will count towards your monthly limit.
- 4.17. Accessing identified Social Networking services is subject to Complexnet Internet Acceptable Use Policy.

4.18.4.18.

5. COMPLEXNET INTERNET MOBILE DATA

- 5.1. Where Complexnet Internet mobile data allocation is available, it shall be subject to:
- 5.1.1. RICA;
- 5.1.2. The first SIM, and any subsequent SIM, will be supplied at a cost to the Customer and a connection fee shall apply;
- 5.1.3. The data usage is shared on multiple SIMs linked to the same Complexnet Internet account;
- 5.1.4. A compatible 3G and LTE device is required to use through the Complexnet Mobile 3G a LTE network respectively;
- 5.1.5. The maximum speed that can be

experienced by the subscriber is dependent on the speed specification of the device or supported by the network;

5.1.6. An LTE modem/router that is compatible with the 1800MHz and/or 2300MHz band will be required for the subscriber that wishes to experience the LTE speeds on the Complexnet Mobile network;

5.1.7. 3G and LTE Data modems and routers that support download speeds of up to 7.2Mbps and up to 21Mbps will be available for purchase;

5.1.8. The device speed has an impact on the network speed experienced by the subscriber; Certain Complexnet Mobile Internet data allocations are LTE enabled thus can also be used in LTE network coverage to access Internet subject to using an LTE enabled device;

5.1.9. LTE access is limited to availability of LTE network coverage;

5.1.10. Complexnet shall not be held responsible for failure to access Internet at locations where Complexnet's mobile network does not have coverage and the service experience may change from time to time;

5.1.11. Data balances of inclusive Internet bundles for Complexnet Internet mobile data will not carry over to the following month but will expire at the end of the month;

5.1.12. Out of bundle rates will apply for Complexnet Internet mobile data

when activated by the subscriber;

5.1.13. Complexnet is not liable for any loss or damage to a Customer's property or equipment arising out of the provision,

installation or maintenance and use of Complexnet's mobile's 3G/LTE service; and

- 5.1.14. Complexnet will not incur any liability whatsoever for any loss or damage as a result of any use, authorised or unauthorised, resulting from virus attacks, security vulnerabilities, and loss of information.

6. POST-PAID BILLING

- 6.1. In the case of post-paid data:

- 6.1.1. Customers need to register for Post-paid Billing;

- 6.1.2. Post-paid billing Cap will be set to a specified maximum limit, as applicable;

- 6.1.3. Such higher Cap limit shall be billed on the Customer's next Complexnet invoice; and

- 6.1.4. All data consumed Out-of-bundle will be charged per MB.

7. MONITORING OF DATA USAGE

Complexnet does not guarantee the efficiency of the measures available to its Customers for the purposes of monitoring data usage. The Customer remains responsible for monitoring and controlling Data Usage and may be charged for out-of-bundle data where applicable. For customers on uncapped packages, no usage data records will be made available.

8. DOMAIN NAMES SERVICES

- 8.1. A domain name registered by a Customer with Complexnet is valid for a period of 24 (twelve) months from

date of registration. Complexnet shall automatically renew the domain name on an annual basis, unless the domain name is terminated by the Customer upon written notice

to Complexnet one calendar month prior to renewal date.

82. If payment for a domain name(s) has not been made within 20 (twenty) Business Days of the registration or renewal contemplated in clause 8.1 above, Complexnet reserves the right, in its sole discretion and without any notice to the Customer, to deregister the domain name(s) and make it available for re-registration.
83. Should domain name(s) be terminated by Complexnet or the Customer for any reason whatsoever, Complexnet shall, without incurring any liability of whatever nature, be entitled to notify the relevant domain name administrator of such termination and to instruct the aforementioned domain name administrator to remove Complexnet as the host of such domain name, allow the domain name(s) to terminate and not to renew the aforementioned domain name(s).
84. Registration, maintenance and transfer of a domain name(s) are subject to the terms and conditions of the relevant domain name administrator who allocates and governs such domain name(s), and Complexnet cannot guarantee the registration of domain name(s) selected by a Customer.
85. All domain names such as .co.za,

.com, .net and related subdomains are subject to the terms and conditions of the relevant domain name administrator, as amended from time to time.

86. The Customer warrants that the use or registration of the domain name(s) does not

interfere with, nor infringe, any trade mark, service mark, trade name, company name, close corporation name, copyright nor any other intellectual property right of any third party, and indemnifies Complexnet against any and all claims that may arise out of such interference or infringement. In the event that any of the domain name administrator suspends, amends, or terminates its provision of a domain name(s), or any other aspect of its services upon which Complexnet depends for the provision of domain name(s) to the Customer, Complexnet will use reasonable endeavours to ensure the continuance of domain. In the event that Complexnet is unable to ensure such continuance, Complexnet shall be entitled to terminate domain name(s) with immediate effect in which event, Customer agrees that Complexnet will not be liable to Customer or any other third party for any loss or damages as contemplated in clause 16.2 below.

87. Complexnet reserves the right to change its domain name administrator from time to time.
88. If the domain is registered as part of a contract with Complexnet, and if the customer terminates the contract before the end of the contract period, Complexnet reserves the right to charge the customer a pro-rata determined penalty in order to recover

the cost of the registration of the domain, based on the rate negotiated by Complexnet with the respective domain registrar.

9. **E-MAIL ACCOUNTS**

91. An e-mail address may be allocated by Complexnet to a Customer upon the Activation Date as part of Complexnet's services.
92. The Customer will be responsible for activating his/her own e-mail address before it can be used. Despite the fact that a Product Offering may indicate that more than one e-mailbox accompanies the offering the Customer must activate or deactivate e-mail box(es) as needed or required.
93. Complexnet does not accept any liability howsoever arising , in respect of any damages, loss, consequential losses , costs or claims instituted against Complexnet including but not limited to the use, application or subscription to the email stored on the Complexnet servers or breach of the applicable terms and conditions.
94. E-mail is a best effort service and no SLA exists for delivering or receiving email with the consumer edition of the solution and Complexnet shall not be responsible for or liable to create any back-up of any e-mail messages stored by a customer on the mailbox.
95. The Customer further accepts that he/ she / they remain responsible for managing their own data which includes read and delivery receipts and back-up of any e-mail messages stored by a customer on the mailbox

as well as the consequences of a decision to migrate, change or delete e-mails from the server.

10. **WEB HOSTING SERVICES**

Complexnet, in its sole discretion, will make available an amount of space on its web server for use by the Customer to host web-pages.

11. MIGRATION

11.1. Subject to the terms of this Agreement, Customers may migrate between different predefined packages of Data Usage as ordered by the Customer and made available by Complexnet from time to time.

11.2. Any migration between such predefined packages of Data Usage must be done in accordance with the procedures determined by Complexnet in this regard from time to time, as set out on the Complexnet Internet Website.

11.3. Complexnet shall not be liable for any consequences, including but not limited to any damages suffered or losses accrued by a Customer, whether direct or indirect, resulting from a decision by a Customer to migrate from one predefined Data Usage package to another.

12. SUPPORT SERVICES

12.1. Complexnet shall, as and when specifically requested to do so by the Customer, render such consultation and support services to the Customer pertaining to the identification and, if possible, solution of problems encountered by the Customer as regards the Complexnet Internet Service rendered to the Customer.

12.2. Complexnet shall, as part of such service, attempt to identify the Customer's problem, but does not give any undertaking that it will be able to rectify all or any of the problems so identified.

123. The Customer shall render to Complexnet, its agents, representatives and employees all necessary assistance to identify, locate and solve any problem encountered by the Customer.

124. Complexnet does not and shall not accept any responsibility or liability for any existing data on the Customer's equipment and shall specifically not be required to back - up any data before commencing any work in an attempt to assist the Customer.

125. The Customer hereby indemnifies and holds Complexnet harmless against any cost, liability, loss or damage incurred or suffered by the Customer or by Complexnet as a result of the loss of any such data as contemplated anywhere in this Agreement, whether occasioned by any act or omission of Complexnet, its representatives, agents or employees or otherwise.

13. **CHARGES**

13.1. Complexnet will levy Complexnet Internet Service Charges in accordance with the rates as determined by Complexnet from time to time subject to Complexnet's licences, conditions, or any other applicable licences, laws or regulations which may apply from time to time.

14. **BILLING**

14.1. Complexnet will commence to bill a

Customer for the Complexnet Internet Service upon Activation. Complexnet will periodically provide a Customer, usually on a monthly basis, with an invoice for the amounts payable by the

Customer in respect of the Complexnet Internet Service rendered.

14.2. The Customer remains liable for payment in respect the aforementioned Complexnet Internet Service, irrespective of whether an invoice has been received by the Customer. Billing will not be effected on a pro rata basis in respect of any partial Data purchased by the Customer.

14.3. Upon Activation, a Customer will be billed for the full first month, irrespective of when in the particular month the Complexnet Internet Service was activated, and thereafter on a monthly basis. Notwithstanding the provisions contained herein, Complexnet may, at its own discretion, issue a Customer an account outside of the normal billing cycle, and/or demand immediate payment of any amounts due by a Customer.

14.4. An account rendered by Complexnet to a Customer as contemplated in this clause is prima facie proof of the amount due by the Customer to Complexnet in respect of the Complexnet Internet Service.

the Complexnet Internet Service.

15.2. Amounts are due and payable on or before the due date indicated on the account. Any amount

15. **PAYMENTS**

15.1. A Customer is liable for the payment of all charges as reflected in the account rendered by Complexnet from time to time (where applicable) in respect of

due by the Customer to Complexnet not paid on or before the due date indicated on the account, shall bear interest at a rate not exceeding the maximum rate allowed by the National Credit Act 34 of 2005 (as amended), compounded monthly, calculated from the date of issue of the account until date of actual payment.

15.3. Should the Customer default on its obligations in terms of these terms and conditions, the Customer shall be liable for all costs, including legal costs on an attorney and client scale, and tracing cost and collection commission incurred by Complexnet in respect of the enforcement of any obligations of the Customer in terms of this Agreement.

15.4. Should the bank dishonour any payment offered by a Customer to Complexnet, Complexnet shall be entitled, over and above the dishonoured payment as well as bank charges, to charge, and the Customer shall be obliged to pay, a reasonable administration fee.

16. **SUSPENSION OF SERVICES**

16.1. Complexnet may from time to time and with notice where possible, suspend the Complexnet Internet Service in any of the following circumstances:

(i) non-payment by a Customer of any fees due to Complexnet for the

Complexnet Internet Service or non-payment by a Customer of his Complexnet telephone service;
(ii) during any technical failure, modification or maintenance of either the service or the

- equipment by means of which the Complexnet Internet Service is provided; or
- (iii) if the Customer fails to comply with (a) any of these terms and conditions (including failure to pay any charges due), (b) the Complexnet Internet AUP, (c) or the Complexnet Internet Service Level Agreement (if applicable) or (d) does or allows to be done anything which, in Complexnet's reasonable opinion, may have the effect of negatively affecting the operation of the Complexnet network or the provision of services to the Customer or to any other Customer(s) of Complexnet.
- 16.2. In the event that a Customer's Complexnet Internet Service is suspended in terms of this clause, the Customer will be able to reconnect to the Complexnet Internet Service upon payment of a reconnection fee in the sum of R299.00. Notwithstanding any suspension of service under this clause, the Customer shall remain liable for all charges due in respect of the Complexnet Internet Service throughout the period of suspension. The Customer indemnifies Complexnet against any damage, loss, costs or claims which the Customer may suffer or incur arising from the suspension of the Complexnet Internet Service.

17. TERMINATION OF SERVICES

- 17.1. Upon termination of the Complexnet Internet Service, Complexnet shall disconnect the Customer from Complexnet's electronic communications networks. After disconnection of the Customer in accordance with the provisions of this Agreement, the Customer

shall on demand pay all charges outstanding at the time of disconnection which may be charged by Complexnet. The Customer indemnifies Complexnet against any damage, loss, costs or claims which Complexnet may suffer or incur arising from the termination of the Complexnet Internet Service.

18. **INTELLECTUAL PROPERTY RIGHTS**

- 18.1. Any intellectual property rights vesting in Complexnet, whether by statute or common law, shall remain vested in Complexnet and the Customer agrees not to do anything or allow anything to be done that may infringe Complexnet's rights in this regard.
- 18.2. The Customer hereby indemnifies Complexnet against any claims, actions and proceedings of whatsoever nature that may arise in connection with any intellectual property rights vesting in Complexnet.
- 18.3. Should Complexnet be required to develop any computer code, data, documents, presentations, solutions design, web site or any application, all intellectual property rights in and to such work shall vest exclusively in Complexnet.
- 18.4. To the extent that intellectual property rights in the work vests, for whatever reason, in the Customer, the Customer hereby agrees to

assign all such intellectual property rights to Complexnet, which hereby accepts such assignment.

- 18.5. The Customer shall not modify, reverse engineer or use any software, computer code, data, documents, presentations, solutions

design, web site or any application licensed to it in terms of these terms and conditions to create a derivative work.

19. **RISK**

The Customer subscribes to and shall use any services or offerings provided by Complexnet at the Customer's own risk. Complexnet does not warrant that its services and offerings are fit for any particular purpose.

FORCE MAJEURE

Complexnet shall not be liable to the Customer for any breach of the provisions of these terms and conditions or failure to perform any obligation as a result of any force majeure event, including but not limited to technical problems relating to Complexnet's network, acts of God, Government controls, restrictions or prohibitions or any other Government act or omission, whether local or national, any act or default of any supplier, agent or sub-contractor, industrial disputes, strikes or work stoppages of any kind or any other similar or dissimilar cause, in so far as these are beyond Complexnet's control.

20. **CONSUMER PROTECTION ACT 68 OF 2008
(AS AMENDED) ("CPA")**

In the event that the Customer gives Complexnet notice of the Customer's intention to terminate this Agreement, under circumstances where the Customer

engaged the services of Complexnet on a fixed in accordance with the provisions of

21. **LIABILITY AND INDEMNITY**

21.1. Complexnet assumes no responsibility for, and shall not attract any liability in respect of, the integrity, correctness, retention or content of information transported via its network. Complexnet shall under no circumstances be liable (including liability for negligence) for any loss, damage or injury that the Customer or any third party may suffer, irrespective of when or how arising, specifically including (but not limited to) refunds of fees, loss of profits, financial loss, loss of contracts, loss of income, loss of anticipated business, cost of replacement services, goodwill or any other form of consequential loss, arising from the provision and / or use of the Complexnet Internet Service to the Customer, its employees, directors, agents and/ or representatives

21.2. In addition, the Customer shall and hereby does indemnify Complexnet against: any damage, loss or liability of whatsoever nature arising from a breach of Complexnet or the Customer's security measures, which may result in, *inter alia*, data theft, abuse of a Customer's e-mail account or the defacing of websites hosted by Complexnet, any misuse of Complexnet facilities or services and/or any act or omission of any other Customer of Complexnet and any claim by any third party arising

directly or indirectly out of or related to the Customer's access to or use of the Complexnet Internet Service or any information or data obtained through such access or use.

22. WHOLE AGREEMENT

- 22.1. Complexnet assumes no responsibility for, and shall not attract any liability in respect of, the integrity, correctness, retention or content of information transported via its network. Complexnet shall under no circumstances be liable (including liability for negligence) for any loss, damage or injury that the Customer or any third party may suffer, irrespective of when or how arising, specifically including (but not limited to) refunds of fees, loss of profits, financial loss, loss of contracts, loss of income, loss of anticipated business, cost of replacement services, goodwill or any other form of consequential loss, arising from the provision and / or use of the Complexnet Internet Service to the Customer, its employees, directors, agents and/ or representatives
- 22.2. These terms and conditions constitute the whole agreement between Complexnet and the Customer relating to the subject matter hereof and save as otherwise provided herein no amendment, alteration, addition, variation or consensual cancellation will be of any force or effect unless reduced to writing and signed by the parties or their duly authorised representatives. If there is any discrepancy between these terms and conditions and

Complexnet's Standard Terms and Conditions,

these conditions shall prevail

23. **SURVIVAL**

The rights and obligations of the Parties in respect of Intellectual Property and Confidential Information, indemnities, limitation of liability, warranties, effects of termination, severability and survival of any provisions shall survive the termination of this Agreement for any reason notwithstanding the expiration or termination of this Agreement.

24. **SEVERABILITY**

Should any clause or sub-clause be void for vagueness or for any other reason whatsoever, then that clause or sub-clause shall be capable of being severed from the remainder of this Agreement which shall remain of full force and effect and shall be binding on all the Parties hereto.

25. **JURISDICTION**

This Agreement will be governed and interpreted in accordance with the laws of the Republic of South Africa.