

INNERVATION PAN AFRICAN PAYMENTS PROPRIETARY LIMITED AGREEMENT

1 IMPORTANT – READ THIS CAREFULLY

- 1.1 You must please read this Agreement. The terms and conditions of this Agreement are important and are the basis upon which You and Innervation will do business with each other.
- 1.2 While reading the Agreement, You will see that some terms and conditions are in capital letters. These are important but all of the other terms and conditions are also important and must be read as well.
- 1.3 To print/save a copy of this Agreement, use the viewer that is used to open this document. To print/save a copy of any other terms and conditions referred to in this Agreement, use the links as indicated, where You will be given an opportunity to print/save them.

2 DEFINITIONS

In this Agreement, unless a contrary intention clearly appears, the following terms (including their capitalised equivalents when used in clauses that contain capital letters) will bear the meanings assigned to them and similar expressions will have corresponding meanings –

- 2.1 "**Agreement**" means this agreement with its terms and conditions together with any other terms and conditions referenced by this agreement, including as they might be amended from time to time;
- 2.2 "**Business Day**" means any day other than a Saturday, Sunday or public holiday as gazetted by the government of the Republic of South Africa from time to time;
- 2.3 "**Compromised**" means Hygienic Goods which, as determined by Innervation at its sole and absolute discretion, (a) are not in their original condition, (b) are not in their original unopened packaging, and/or (c) whose packaging or seals have been broken, tampered with or compromised;
- 2.4 "**Computer Devices**" means computer equipment including desktops, notebooks, storage devices, tablets, mobile devices and wearable devices;
- 2.5 "**CPA**" means the Consumer Protection Act, 2008;
- 2.6 "**ECTA**" means the Electronic Communications and Transactions Act, 2002;
- 2.7 "**Force Majeure**" means, without limitation as to nature or kind, any one or more or any combination of –
 - 2.7.1 any power, force or agency which cannot be resisted or controlled by the ordinary person;
 - 2.7.2 any greater or superior or irresistible force;
 - 2.7.3 anything exceptional, extraordinary or unforeseen, which human foresight cannot be expected to anticipate;
 - 2.7.4 acts or omissions of any government, government agency, provincial or local authority or similar authority, any laws or regulations having the force of law, civil strife, riots, insurrection, sabotage, acts of war or public enemy, illegal strikes, interruption of transport, lockouts, interruption of essential services from public utilities (including electricity, water and sewerage), combination of workmen, prohibition of exports, rationing of supplies, flood, storm, fire or any other circumstances beyond the reasonable control of a party;
 - 2.7.5 inability on the part of Innervation, as a result of anything of the nature contemplated in this clause 2.7, to obtain goods and/or services from its supplier or contemplated supplier;
- 2.8 "**Goods**" means the goods made available for purchase through the Website from time to time by Innervation;
- 2.9 "**Hygienic Goods**" means consumable Goods which are used for or in relation to medical, hygiene, health, sanitary and/or disinfecting purposes, including sanitiser, personal protective equipment and any other goods designated as such by Innervation on the Website, from time to time;
- 2.10 "**Innervation**" means Innervation Pan African Payments Proprietary Limited, a company duly registered and incorporated with limited liability under the company laws of the Republic of South Africa under registration number 2000/029811/07 and having its principal place of business at Block C & E, Wedgewood Office Park, 3 Muswell Road, Bryanston, Johannesburg, Gauteng, Republic of South Africa;
- 2.11 "**Purchase**" means a purchase of Goods;
- 2.12 "**Received Payment**" means when the funds payable/paid by You in respect of a Purchase have been cleared to Innervation by its bankers following any holding period which may have been placed on those funds;

- 2.13 "**Registered User**" means a person who has applied to become, and has subsequently been accepted by Innervation as, a registered user of those features or operations on the Website which require registration;
- 2.14 "**Website**" means the website at www.innervation.co.za, including all associated subdomains, all of which are owned and operated by Innervation;
- 2.15 "**You**" means the person browsing the Website and also means a Registered User, and "**Your**" will have a corresponding meaning.

3 INTERPRETATION

- 3.1 NO PROVISION IN THIS AGREEMENT WILL BE INTERPRETED OR CONSTRUED TO –
- 3.1.1 limit or exempt Innervation from liability to YOU for any loss directly or indirectly attributable to the gross negligence of Innervation, OR, TO CONSTITUTE AN ASSUMPTION BY YOU OF ANY SUCH RISK OR LOSS;
- 3.1.2 EXCLUDE, WAIVE OR DEPRIVE YOU OF ANY OF THOSE OF YOUR RIGHTS IN TERMS OF THE CPA OR ECTA OTHER THAN AS PERMITTED IN TERMS OF THOSE ACTS;
- 3.1.3 AVOID ANY compulsory OBLIGATION OR DUTY IMPOSED BY THE CPA OR ECTA UPON Innervation AS A SUPPLIER.
- 3.2 Clause headings in this Agreement are for the purpose of convenience and reference only and capitalised terms and conditions in this Agreement are for the purpose of drawing attention to them only, and neither of these will be used in the interpretation of nor modify nor amplify its terms nor any of its clauses.
- 3.3 In this Agreement unless a contrary intention clearly appears, words importing: any one gender include the other two; the singular include the plural (and the converse will apply); natural persons include legal entities (corporate or unincorporate) and the state (and the converse will apply).
- 3.4 Any reference to legislation in this Agreement is to that legislation as it is currently and as amended or re-enacted from time to time.
- 3.5 Any substantive provision in a definition in this Agreement which grants rights or imposes obligations on a party will, despite it being in a definition, be given effect as if it is a substantive provision in the body of this Agreement.
- 3.6 When a number of days is prescribed in this Agreement, they will be counted exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day will be the next following Business Day.
- 3.7 Reference to days, months or years in this Agreement will be interpreted as Western calendar (the internationally accepted civil calendar) days, months or years. Reference to time is to South Africa Standard Time.
- 3.8 The use in this Agreement of an expression covering a process available under South African law such as a winding-up (without limitation as to the nature or kind of process) will, if any party to this Agreement is subject to the law of another jurisdiction, be interpreted as including equivalent or similar proceedings under that law.
- 3.9 Any term defined within the context of any particular clause in this Agreement will, unless otherwise determined by the context, bear that meaning for all purposes in terms of this Agreement, despite that term not being defined in the definition clause.
- 3.10 Expiration or termination of this Agreement will not affect those provisions which expressly provide that they will continue to operate thereafter, or which of necessity must continue to have effect thereafter, despite such clauses not expressly providing for this.
- 3.11 In this Agreement the rule of construction that a contract will be interpreted against the party responsible for the drafting or preparation of the contract, will not apply.
- 3.12 Any reference in this Agreement to a party will, if such party is liquidated or sequestrated, be applicable also to and binding upon that party's liquidator or trustee, as the case may be.
- 3.13 In this Agreement the words "**include**", "**including**" and "**in particular**" will be interpreted as being by way of example or emphasis only and not be interpreted or take effect as limiting the generality of any prior words.
- 3.14 In this Agreement the words "**other**" and "**otherwise**" will not be interpreted as being limited to the nature or kind of any prior words where a wider construction is possible.

4 LEGAL CAPACITY AND THIS AGREEMENT

4.1 BROWSING THE WEBSITE, BEING A REGISTERED USER AND MAKING PURCHASES ARE EACH SUBJECT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

4.2 If You browse the Website, apply to become a Registered User or make a Purchase, You are representing to Innervation that –

4.2.1 You are 18 years of age or older and You have full legal capacity to enter into this Agreement without the assistance of a guardian, curator or trustee (or similar such appointee); alternatively

4.2.2 You are 18 years of age or older and You have full legal capacity to enter into this Agreement because You are being assisted to enter into this Agreement by Your guardian, curator or trustee (or similar such appointee); alternatively

4.2.3 You are younger than 18 years of age and You have full legal capacity to enter into this Agreement because You are being assisted to enter into this Agreement by Your guardian, curator or trustee (or similar such appointee).

4.3 If You –

4.3.1 are younger than 18 years of age and are not being assisted to enter into this Agreement by Your guardian, curator or trustee (or similar such appointee); or

4.3.2 are 18 years of age or older but do not have full legal capacity to enter into this Agreement without the assistance of a guardian, curator or trustee (or similar such appointee),

then stop using the Website, do not apply to become a Registered User, do not make any Purchases and seek the advice and assistance of Your guardian, curator or trustee (or similar appointee) in this regard.

4.4 If You continue to browse the Website, apply to become a Registered User or make a Purchase then by doing so You are agreeing to and will be deemed to have agreed to the terms and conditions of this Agreement. If You do not want to agree to them, then stop using the Website, do not apply to become a Registered User and do not make Purchases. Please remember that it is Your right to choose not to be bound by the terms and conditions of this Agreement.

4.5 Innervation reserves the right to amend the terms and conditions of this Agreement at any time by publishing an updated Agreement on-line on the Website. YOU MUST CHECK REGULARLY FOR ANY NEW AMENDMENTS. If You browse the Website, are a Registered User or make Purchases but do not want to be bound by any amended Agreement, then stop using the Website, do not continue as a Registered User and do not make any further Purchases. Whichever version of the Agreement that You agreed to up to the point of termination will remain binding on You and continue to apply in respect of all business You conducted with Innervation, and to all Purchases You made, prior to termination. If You continue to browse the Website, continue as a Registered User or make a Purchase then by doing so You are agreeing to and will be deemed to have agreed to the amended terms and conditions of this Agreement.

4.6 The right (a) of admission to the Website, (b) to be a Registered User, and (c) to make Purchases is reserved. Innervation reserves the right, at any time and from time to time, without prior notice to You to –

4.6.1 require You to validate Your details as a Registered User; and/or

4.6.2 prevent You from browsing the Website; and/or

4.6.3 reject Your application to become a Registered User; and/or

4.6.4 revoke Your Registered User account; and/or

4.6.5 decline to accept any Purchase You wish to make; and/or

4.6.6 prevent You from making Purchases,

and in each such case, INNERVATION'S DECISION IS FINAL AND WILL BE BINDING ON YOU.

4.7 YOU WILL REQUIRE COMPUTER DEVICES AND TELECOMMUNICATION CONNECTIVITY IN ORDER TO USE THE WEBSITE, TO MAKE PURCHASES AND TO SEEK PURCHASE SUPPORT FROM INNERVATION. THE COST OF THIS IS FOR YOUR ACCOUNT AND INNERVATION WILL HAVE NO LIABILITY TO YOU FOR ANY SUCH COSTS. YOUR COMMUNICATIONS WITH AND YOUR OPERATION AND USE OF THE WEBSITE AND MAKING OF PURCHASES, ARE ACROSS THE INTERNET WHICH IS A GLOBAL PUBLIC NETWORK SYSTEM. INNERVATION STRONGLY RECOMMENDS

THAT YOU TAKE SECURITY MEASURES AGAINST MALICIOUS COMPUTER SOFTWARE, CODE OR ROUTINES THAT CAN TARGET COMPUTER DEVICES AND TELECOMMUNICATION CONNECTIVITY.

- 4.8 INNERVATION DOES NOT WARRANT THAT YOUR USE OF THE WEBSITE OR MAKING OF PURCHASES WILL BE UNINTERRUPTED, ERROR FREE OR THAT ANY INFORMATION (OR COMMUNICATIONS) TRANSMITTED VIA THE WEBSITE OR WHEN MAKING PURCHASES WILL BE TRANSMITTED ACCURATELY, RELIABLY, IN A TIMELY MANNER, OR AT ALL. YOUR ACCESS TO THE WEBSITE AND MAKING OF PURCHASES MAY BE RESTRICTED FROM TIME TO TIME TO ALLOW FOR UPDATES, REPAIRS AND MAINTENANCE TO BE MADE TO INNERVATION'S SYSTEMS.
- 4.9 YOU WARRANT TO INNERVATION THAT ALL INFORMATION PROVIDED BY YOU TO INNERVATION THROUGH THE WEBSITE, WHEN MAKING PURCHASES OR THROUGH ANY OTHER FORM OF COMMUNICATION, IS TRUE AND CORRECT AND THAT INNERVATION MAY RELY AND ACT UPON THAT INFORMATION ACCORDINGLY.
- 4.10 YOU WARRANT TO INNERVATION THAT MATERIAL WHICH YOU SEND, FORWARD OR POST TO INNERVATION THROUGH THE WEBSITE, WHEN MAKING PURCHASES OR THROUGH ANY OTHER FORM OF COMMUNICATION, WILL NOT INFRINGE THE RIGHTS OF ANY THIRD PARTY.
- 4.11 Innervation may send You communications which will, generally, fall into two categories –
- 4.11.1 business communications relating to the conduct of Your business with Innervation;
- 4.11.2 marketing communications. You may, at any time, require Innervation to stop sending You marketing communications by using any unsubscribe link that appears in those marketing communications, alternatively, You can also achieve this by sending Your request to Innervation by delivery, post, fax or e-mail to the address in clause 16.

4.12 Registered Users

- 4.12.1 If You apply to become a Registered User You will be asked to read and to agree to the terms and conditions of this Agreement as part of the registration process. If –
- 4.12.1.1 You are prepared to agree to them, then press the 'accept' or 'agree' or 'yes' (or similar) button and by pressing it You agree to the terms and conditions in this Agreement and to be bound by them. All business that You do with Innervation will be subject to this Agreement including as it may be amended in terms of clause 4.5;
- 4.12.1.2 You do not want to agree to them, then press the 'reject' or 'do not agree' or 'no' (or similar) button and by pressing it the registration process will be terminated and You will not be registered as a Registered User and will not be able to do any Registered User related business with Innervation.
- 4.12.2 Innervation will retain a copy of the version of the Agreement by which You are bound from time to time. You may request a copy of this from Innervation at any time.
- 4.12.3 Innervation reserves the right, at any time and from time to time, without prior notice to close any Registered User account if Innervation forms the opinion that that it is a threat to the security or operation of the systems of Innervation or is disruptive to or causes harassment of any other Registered User.

5 **KEEP YOUR ACCOUNT DETAILS SECRET**

You must keep Your username and password to the Website as secret at all times and not disclose them to any third party. You must notify Innervation immediately (by delivery, post, fax or e-mail to the address in clause 16) should You identify any unauthorised use of, or any breach of security in relation to, Your Registered User account (including Your username or password). IF YOU DISCLOSE YOUR USERNAME OR PASSWORD OR OTHER REGISTERED USER ACCOUNT DETAILS TO ANY THIRD PARTY OR IF YOU FAIL TO PREVENT THEIR DISCLOSURE TO ANY THIRD PARTY, YOU AGREE THAT SUCH THIRD PARTY IS APPOINTED AS YOUR AGENT TO ACT ON YOUR BEHALF USING YOUR REGISTERED USER ACCOUNT AND YOU AGREE TO BE BOUND BY AND LIABLE FOR ALL ACTIONS (INCLUDING PURCHASES) OF THAT THIRD PARTY.

6 **PURCHASES, PRICES, PAYMENT AND RETURNS**

- 6.1 The full price of the Goods or any services offered by Innervation in respect of any Purchase You consider making, including taxes and any other fees or costs, will be presented to You during the Purchase process prior to checkout of that Purchase. You will be given the opportunity to 'go back' at each stage of the Purchase process and to correct/change Your Purchase up until the point that You 'confirm and pay' for that Purchase.
- 6.2 Payment is made by credit or debit card and You will need a valid unexpired 'Visa' or 'MasterCard' credit or debit card with sufficient funds available in order to make Your Purchase. Should the payment process –

- 6.2.1 be approved, this is acceptance of that Purchase by Innervation;
- 6.2.2 fail or be declined, for whatever reason, Innervation will not accept Your Purchase and that Purchase will fail.
- 6.3 Subject to clause 8, You are entitled to cancel each Purchase You make within 7 days from the date You receive that Purchase from Innervation, without penalty, by returning that Purchase to Innervation within 10 Business Days from the date of delivery of that Purchase to You. Where Innervation has Received Payment from You for the cancelled Purchase, Innervation will refund that Received Payment, within 30 days of the date on which You cancel that Purchase and return that Purchase to Innervation. If –
 - 6.3.1 there is any direct cost to Innervation of taking return of that Purchase, then Innervation will levy that charge onto You and You will be liable for payment thereof; and
 - 6.3.2 the Purchase and all Goods which are part of that Purchase are returned to Innervation in their original condition and repackaged in their original packaging, Innervation will charge You a reasonable amount for –
 - 6.3.2.1 any use of the Goods while they were in Your possession; and
 - 6.3.2.2 necessary restoration costs to render the Goods fit for re-stocking. No restoration costs will be charged to You if the Goods are returned in their original condition and in their original unopened packaging.
- 6.4 Your Purchase will be delivered to You within 30 days after the date of its acceptance by Innervation and after Innervation has Received Payment for that Purchase. If Innervation is unable to execute that Purchase within 30 days after the date of its acceptance by Innervation and after Innervation has Received Payment for that Purchase, You may then cancel that Purchase on 7 days' written notice to Innervation (by delivery, post, fax or e-mail to the address in clause 15). The risk of loss or damage to the Goods will pass to You on delivery.
- 6.5 While Your Registered User account remains valid, a complete record of all transactions performed by You during the previous 5 years will be available in that account. If Your Registered User account is terminated, for whatever reason, You may request a copy of this record from Innervation (by delivery, post, fax or e-mail to the address in clause 15) at any time during the period of 18 months from termination of Your Registered User account.
- 6.6 Peach Payments Proprietary Limited ("**Processor**") is the provider of secure online services used by Innervation to process all credit and debit card transactions. Innervation will not have access to Your card details. Processor complies with Payment Card Industry (PCI) Data Security Standards which sets out the industry standards for maintaining a secure environment. Processor stores and processes Your information on computers that are protected by physical and technological security devices. All card details are secured by secure socket layer (SSL) encryption and reinforced through various encryption processes in order to provide protection for all sensitive payment information. Processor does not store or access any unencrypted card details. Card details entered by You are SSL encrypted and stored in Processor's secure PCI environment. Processor's company registration documents and site registered domain name are checked and verified by Processor. Processor takes all reasonable steps to ensure the integrity and security of its website and back-office applications.

7 WARRANTIES

- 7.1 Innervation warrants that following delivery of Your Purchase to You, each item of Goods in that Purchase will (a) be reasonably suitable for the purposes for which it is generally intended, (b) be of good quality, in good working order and free of any defects, and (c) be useable and durable, having regard to the use to which it would normally be put and to all the surrounding circumstances of its supply, and (d) comply with any standards set under the Standards Act, 1993, or any other public regulation applying to that item of Goods, for a period of 6 months, SUBJECT TO THE FOLLOWING –
 - 7.1.1 IF AN ITEM OF HYGIENIC GOODS EXPIRES (CHECK THE 'EXPIRY DATE' ON ITS CONTAINER OR PACKAGING) EARLIER THAN THE 6 MONTH WARRANTY PERIOD THEN ITS WARRANTY PERIOD WILL EXPIRE ON THAT 'EXPIRY DATE'; AND
 - 7.1.2 THE WARRANTY PERIOD FOR AN ITEM OF HYGIENIC GOODS WILL IMMEDIATELY EXPIRE UPON IT (A) BEING USED, AND/OR (B) BECOMING COMPROMISED.
- 7.2 Subject to clause 8, should any defect arise in any item of Goods in Your Purchase which You believe would be covered by the warranty, You must promptly return that item of Goods to Innervation (by delivery, post, fax or e-mail to the address in clause 16 the reasonable costs of which will be reimbursed to You by Innervation, subject to clause 8) enclosing a written notification describing the defect and Innervation will, at its option (exercised reasonably), (a) determine whether or not the warranty covers the item of Goods concerned, and, if so, (b) remedy or replace the defective item of Goods. If Innervation has previously remedied the affected item of Goods in terms of this warranty during the immediately preceding 3 month period, then Innervation will replace

the defective item of Goods. Any remedial work undertaken by Innervation will be warranted for a period of 90 days following delivery of same to You, SUBJECT TO THE FOLLOWING –

- 7.2.1 IF AN ITEM OF HYGIENIC GOODS EXPIRES (CHECK THE 'EXPIRY DATE' ON ITS CONTAINER OR PACKAGING) EARLIER THAN THE 90 DAY WARRANTY PERIOD THEN ITS WARRANTY PERIOD WILL EXPIRE ON THAT 'EXPIRY DATE'; AND
- 7.2.2 THE WARRANTY PERIOD FOR AN ITEM OF HYGIENIC GOODS WILL IMMEDIATELY EXPIRE UPON IT (A) BEING USED, AND/OR (B) BECOMING COMPROMISED.
- 7.3 THE WARRANTIES IN CLAUSES 7.1 AND 7.2 WILL NOT APPLY IN RESPECT OF DEFECTS OR FAULTS ARISING IN AN ITEM OF GOODS DUE TO OR RESULTING FROM –
 - 7.3.1 ANY ALTERATION, ADJUSTMENT, MODIFICATION OR REPAIR (OR ATTEMPT TO DO SO) MADE TO THE ITEM OF GOODS BY ANYONE OTHER THAN INNERVATION;
 - 7.3.2 FAILURE TO USE THE ITEM OF GOODS IN ACCORDANCE WITH ITS OPERATING INSTRUCTIONS;
 - 7.3.3 EXTERNAL FACTORS AFFECTING THE ITEM OF GOODS, INCLUDING FORCE MAJEURE OR FAILURE OR FLUCTUATION OF ELECTRICAL POWER;
 - 7.3.4 NEGLIGENCE, THEFT, VANDALISM, ACCIDENTS OR ABNORMAL OPERATING CONDITIONS;
 - 7.3.5 FAIR WEAR AND TEAR, BUT SUBJECT TO CLAUSE 7.1(c).
- 7.4 Innervation warrants that Innervation's services –
 - 7.4.1 will be performed and completed in a timely manner and Innervation will give You timely notice of any unavoidable delay in the performance of those services;
 - 7.4.2 will be performed in a manner and quality that persons are generally entitled to expect, and should Innervation fail to meet these standards, You must promptly notify Innervation in writing (by delivery, post, fax or e-mail to the address in clause 16) describing the failure and Innervation will, at its option (exercised reasonably), remedy any failure in the quality of the services performed or refund You a reasonable portion of any price You paid for those services, having regard to the extent of the failure.

8 HYGIENIC GOODS

- 8.1 INNERVATION CHECKS ALL HYGIENIC GOODS PRIOR TO DELIVERY TO ENSURE THAT (A) THEY ARE IN THEIR ORIGINAL CONDITION, (B) THEY ARE IN THEIR ORIGINAL UNOPENED PACKAGING, AND (C) THEIR PACKAGING AND SEALS ARE NOT BROKEN AND DISPLAY NO SIGNS OF BEING TAMPERED WITH OR COMPROMISED.
- 8.2 DUE TO THE NATURE OF HYGIENIC GOODS, INNERVATION –
 - 8.2.1 WILL NOT REFUND ANY RECEIVED PAYMENT IN RESPECT OF A PURCHASE OF HYGIENIC GOODS WHICH HAVE BECOME COMPROMISED;
 - 8.2.2 WILL NOT ACCEPT OR PERMIT CANCELLATION OF A PURCHASE OF ANY HYGIENIC GOODS WHICH HAVE BECOME COMPROMISED;
 - 8.2.3 WILL DESTROY, AT YOUR RISK AND WITHOUT NOTICE, ANY HYGIENIC GOODS YOU RETURN TO INNERVATION WHICH HAVE BECOME COMPROMISED;
 - 8.2.4 WILL NOT REIMBURSE YOU ANY COSTS YOU INCUR IN RETURNING ANY HYGIENIC GOODS WHICH HAVE BECOME COMPROMISED, TO INNERVATION.

9 PURCHASE SUPPORT

- 9.1 Should You require support in respect of any Purchase, Innervation's support staff will be available between 8:30 AM to 5:00 PM during Business Days and will provide telephonic and e-mail support to endeavour to assist You. For telephonic support, please call 0861 111 665. For e-mail support, please e-mail Your query to procurement@innervation.co.za.
- 9.2 When requesting support, You agree to co-operate with Innervation's support staff and provide information reasonably requested and follow instructions reasonably given.
- 9.3 YOU ACKNOWLEDGE THAT PURCHASE SUPPORT DOES NOT INCLUDE INSTRUCTION ON THE USE OF GOODS.

10 PRIVACY POLICY AND THIRD PARTY LINKS

10.1 For the purposes of this clause 10, unless a contrary intention clearly appears, the following terms (including their capitalised equivalents when used in clauses that contain capital letters) will bear the meanings assigned to them and similar expressions will have corresponding meanings –

10.1.1 "**Filing System**" means any structured set of Personal Data, whether centralised, decentralised or dispersed on a functional or geographical basis, which is accessible according to specific criteria;

10.1.2 "**Personal Data**" means information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person, comprising –

10.1.2.1 personal information including (a) information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person; (b) information relating to the education or the medical, financial, criminal or employment history of the person; (c) any identifying number, symbol, email address, physical address, telephone number, location information, online identifier or other particular assignment to the person; (d) the biometric information of the person; (e) the personal opinions, views or preferences of the person; (f) correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence; (g) the views or opinions of another individual about the person; and (h) the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person; and

10.1.2.2 special personal information including (a) religious or philosophical beliefs, race or ethnic origin, trade union membership, political persuasion, health or sex life or biometric information (personal identification based on physical, physiological or behavioural characterisation including blood typing, fingerprinting, DNA analysis, retinal scanning and voice recognition) of a data subject, or (b) criminal behaviour of a data subject to the extent that it relates to (i) the alleged commission by a data subject of any offence, or (ii) any proceedings in respect of any offence allegedly committed by a data subject or the disposal of such proceedings;

10.1.3 "**Processing**" means any operation or activity or any set of operations, whether or not by automatic means, concerning Personal Data, including: (a) collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use; (b) dissemination by means of transmission, distribution or making available in any other form; or (c) merging, linking, as well as restriction, degradation, erasure or destruction of information;

10.1.4 "**Record**" means any recorded information: (a) regardless of form or medium, including any of the following: (i) writing on any material; (ii) information produced, recorded or stored by means of any tape-recorder, computer equipment (hardware or software or both) or other device, and any material subsequently derived from information so produced, recorded or stored; (iii) label, marking or other writing that identifies or describes any thing of which it forms part, or to which it is attached by any means; (iv) book, map, plan, graph or drawing; (v) photograph, film, negative, tape or other device in which one or more visual images are embodied so as to be capable, with or without the aid of some equipment, of being reproduced; (b) in the possession or under the control of the Responsible Party; (c) whether or not it was created by the Responsible Party; and (d) regardless of when it came into existence;

10.1.5 "**Responsible Party**" means Innervation and each public or private body or any other person appointed by Innervation or with whom Innervation interacts, which, alone or in conjunction with others, determines the purpose of and means for Processing Personal Data, including (a) Sureswipe Proprietary Limited, Switch Pay Proprietary Limited and (b) Crossfin Business Support Services Proprietary Limited;

10.1.6 "**Specified Purposes**" means for the purposes of Innervation's business and operational requirements and obligations to procure, supply and deliver goods and services to customers (these goods and services relate mainly to in-store payments type products which are perceived to enhance the consumer experience, and the specific products and services are listed and displayed on the Website), including to (a) enable Innervation to provide its services and comply with its legal and contractual obligations, (b) enable Innervation to provide You with relevant content, (c) enable Innervation to contact You, (d) enable Innervation to use permissions on Computer Devices You use in order to access Personal Data, (e) protect Innervation's rights and interests and detect malicious or fraudulent activity, (f) report and disclose to government authorities, regulatory authorities, professional bodies and other bodies with whom Innervation is associated or is governed by, and, (g) perform and undertake all ancillary matters associated with Innervation's business and operational requirements described above.

- 10.2 YOU HEREBY CONSENT TO THE PROCESSING BY THE RESPONSIBLE PARTY OF YOUR PERSONAL DATA ENTERED IN A RECORD BY OR FOR THE RESPONSIBLE PARTY BY MAKING USE OF AUTOMATED MEANS (EQUIPMENT CAPABLE OF OPERATING AUTOMATICALLY IN RESPONSE TO INSTRUCTIONS GIVEN FOR THE PURPOSE OF PROCESSING INFORMATION) OR NON-AUTOMATED MEANS (PROVIDED THAT WHEN YOUR RECORDED PERSONAL DATA IS PROCESSED BY NON-AUTOMATED MEANS, IT FORMS, OR IS INTENDED TO FORM, PART OF A FILING SYSTEM) FOR THE SPECIFIED PURPOSES.
- 10.3 WHEN THE RESPONSIBLE PARTY COLLECTS ANY OF YOUR PERSONAL DATA, THE RESPONSIBLE PARTY WILL HANDLE AND TREAT YOUR PERSONAL DATA IN ACCORDANCE WITH THIS PRIVACY POLICY. You must keep Your Personal Data up to date and promptly notify Innervation of any changes (by delivery, post, fax or e-mail to the address in clause 16). The Responsible Party respects Your privacy and except where the law requires otherwise, the Responsible Party will protect the confidentiality of Your Personal Data supplied in the course of contracting with the Responsible Party. The Responsible Party will not sell Your Personal Data to third parties for commercial or marketing purposes.
- 10.4 The Responsible Party will collect identifiable Personal Data and non-identifiable information about You. Identifiable Personal Data is collected when You apply to become a Registered User, while You are a Registered User, when making a Purchase, when performing any other transaction with Innervation or when You communicate with Innervation. Non-identifiable information is gathered automatically when You visit or use the Website. Innervation may also combine Personal Data collected from You with Personal Data obtained about You from Responsible Parties.
- 10.5 Innervation collects and shares aggregated user data with Responsible Parties for the purposes of developing content and ensuring relevant advertising and content. This user data will not be used to identify individual users.
- 10.6 The Responsible Party logs Your visits to and use of the Website and collects IP addresses and information about Computer Devices You use for the purposes of (a) network/system administration, (b) to report aggregated information to Responsible Parties who are advertisers, and (c) to audit the use of the Website. This data will not be used to identify individual users.
- 10.7 Personal Data which Innervation collects from You through our communications will be used to address the matters referred to in those communications. If this requires referring such communications to the Responsible Party to ensure customer service, Your Personal Data will only be disclosed to the point necessary to address Your query or concerns.
- 10.8 ANY PERSONAL DATA THAT YOU DISCLOSE IN A PUBLIC SPACE ON THE WEBSITE (INCLUDING ON A BULLETIN BOARD OR CHAT ROOM) IS DISCLOSED AT YOUR OWN RISK AND IS AVAILABLE TO ANYONE ELSE WHO VISITS THAT SPACE. INNERVATION CANNOT SAFEGUARD THAT PERSONAL DATA.
- 10.9 The Website contains links to sites that belong to third parties unrelated to Innervation. These links are provided for convenience only and Innervation does not endorse these sites or the third parties. Innervation has no control over and takes no responsibility for Your use of or for any Personal Data You submit to or over these third party sites. YOU ACCESS AND USE THIRD PARTY SITES AT YOUR OWN RISK. Innervation will not be responsible for any use of Your Personal Data which You disclose on third party sites.
- 10.10 Innervation reserves the right to –
- 10.10.1 disclose Your Personal Data where required in good faith to do so by law or to exercise Innervation's legal rights or defend Innervation against legal claims;
 - 10.10.2 share Your Personal Data with law enforcement to investigate or prevent illegal activities being committed over Innervation's network and systems;
 - 10.10.3 disclose Your Personal Data where You have given Innervation explicit consent to do so;
 - 10.10.4 monitor user and network traffic for site security purposes and prevent any unauthorized attempts to tamper with the Website or to cause damage to Innervation's property.
- 10.11 The Personal Data which will be collected by the Responsible Party from You and Computer Devices which You use, for the Specified Purposes, includes –
- 10.11.1 first name and surname/company name: used to address, validate and authenticate You;
 - 10.11.2 email address: used to contact, validate and authenticate You;
 - 10.11.3 mobile phone/device number: used to contact, validate and authenticate You;
 - 10.11.4 identity/passport/company registration number: used to validate and authenticate You;

- 10.11.5 banking details including (a) name of bank, (b) name of account holder, (c) account name, (d) account number, and (e) account type: used to make payments to, and collect (if permitted) payments from, You;
 - 10.11.6 approximate location permission (non-continuous): used to access the approximate geographic location of Computer Devices in order to provide location-based services. This access is not continuous meaning that the Responsible Party cannot derive Your approximate geographic location on a continuous basis;
 - 10.11.7 camera permission: used to access the camera or to capture images and video from Computer Devices;
 - 10.11.8 contacts permission: used to access contacts and profiles on Computer Devices including editing items;
 - 10.11.9 photo library permission: used to access the photo library on Computer Devices;
 - 10.11.10 precise location permission (non-continuous): used to access the exact geographic location of Computer Devices in order to provide location-based services. This access is not continuous meaning that the Responsible Party cannot derive Your exact geographic location on a continuous basis;
 - 10.11.11 storage permission: used for accessing shared external storage to Computer Devices, including reading and adding items.
- 10.12 YOU ARE RESPONSIBLE FOR THE PERSONAL DATA OF ANY THIRD PARTY YOU OBTAIN, PUBLISH OR SHARE THROUGH THE WEBSITE OR TO THE RESPONSIBLE PARTY AND YOU WARRANT THAT YOU HAVE THE THIRD PARTY'S CONSENT TO DO SO.
- 10.13 IF YOU WISH TO BE A REGISTERED USER AND TO USE THE FULL FUNCTIONALITY OF THE WEBSITE THEN IT IS MANDATORY FOR YOU TO SUPPLY THE PERSONAL DATA REQUESTED TO THE RESPONSIBLE PARTY. IF YOU FAIL TO SUPPLY THE PERSONAL DATA REQUESTED THEN YOU WILL NOT BE ABLE TO BE A REGISTERED USER AND YOUR USE OF THE WEBSITE WILL BE RESTRICTED.
- 10.14 Computer Devices You use may require You to grant permission (generally, in their settings) to permit the Responsible Party to access Your Personal Data. Your Computer Devices may allow You change or revoke these permissions (generally, in their settings). IF YOU FAIL TO GRANT THESE PERMISSIONS OR LIMIT OR REVOKE THEM THEN YOU WILL NOT BE ABLE TO BE A REGISTERED USER AND YOUR USE OF THE WEBSITE WILL BE RESTRICTED.
- 10.15 YOU HAVE THE RIGHT (A) TO ACCESS THE PERSONAL DATA YOU HAVE PROVIDED TO THE RESPONSIBLE PARTY, (B) TO CORRECT THE PERSONAL DATA YOU HAVE PROVIDED, AND (C) TO OBJECT TO THE PROCESSING OF YOUR PERSONAL DATA BY THE RESPONSIBLE PARTY BY NOTIFYING INNERVATION BY DELIVERY, POST, FAX OR E-MAIL TO THE ADDRESS IN CLAUSE 16. YOU ALSO HAVE THE RIGHT LODGE A COMPLAINT WITH THE REGULATOR AT (a) JD House, 27 Stiemens Street, Braamfontein, Johannesburg, Gauteng, or (b) PO Box 31533, Braamfontein, Johannesburg, 2017, Gauteng, or (c) complaints.IR@justice.gov.za.

11 PROHIBITED CONDUCT IN YOUR USE OF THE WEBSITE

Innervation reserves the right to edit or remove material which is sent, forwarded or posted by You and which Innervation determines is objectionable including any that Innervation determines is offensive, indecent, obscene, abusive, threatening, menacing, incites violence, incites hatred, breaches any obligation of confidentiality or infringes the rights of any third party. In Your use of the Website and in communicating with Innervation, You will not, directly or indirectly, –

- 11.1 conduct Yourself or incite others to conduct themselves in a manner contrary to any law or which would amount to a criminal offence or which would give rise to civil liability;
- 11.2 conduct Yourself in a manner which is offensive, indecent, obscene, threatening, menacing, incites violence, incites hatred, breaches any obligation of confidentiality or infringes the rights of any third party;
- 11.3 pose as, or hold Yourself out to have, an identity which is not You;
- 11.4 interfere with the rights of others to use the Website;
- 11.5 circumvent or compromise (or attempt to do so) the security on the Website or Innervation's systems;
- 11.6 send, forward or post material which is offensive, indecent, obscene, abusive, threatening, menacing, incites violence, incites hatred, breaches any obligation of confidentiality or infringes the rights of any third party;
- 11.7 advertise or promote Yourself or any third party or any products and/or services on the Website;
- 11.8 create or send 'chain letters' being communications which are sent, or which encourage any person to send, them (or copies or variations of them) to multiple parties either in a single or over multiple posting sessions;
- 11.9 introduce malicious computer software, code or routines which –

- 11.9.1 might disrupt, distort, disable, harm or otherwise impede the operation of any software, firmware, hardware, local area network, wide area network, virtual private network or any of their peripherals;
- 11.9.2 might disable or impair in any way the operation of any software, firmware, hardware, local area network, wide area network, virtual private network or any of their peripherals based on an elapsed period of time or advancement to a particular date or other numeral;
- 11.9.3 might permit any person to access (remotely or otherwise) and disable or impair any software, firmware, hardware, local area network, wide area network, virtual private network or any of their peripherals;
- 11.9.4 comprise harmful or hidden procedures, routines or mechanisms which might cause any software, firmware, hardware, local area network, wide area network, virtual private network or any of their peripherals to cease functioning;
- 11.9.5 might damage or corrupt data, storage media, software, firmware, hardware or communications or otherwise interfere with technology operations generally.

12 INTELLECTUAL PROPERTY RIGHTS

12.1 All –

- 12.1.1 patents, copyright, trademarks, logos, style names, slogans, designs, models, inventions, trade and business secrets and any other type of intellectual property (whether registered or unregistered including applications for and rights to obtain, use or for their protection) which are used or held, whether or not currently, in connection with Innervation's business (including the Website); and
- 12.1.2 ideas, designs, documents, diagrams, information, devices, technical data, scientific data, secret and other processes and methods used in connection with Innervation's business, and, all available information regarding marketing and promotion of Innervation's products and services, and, all and any modifications or improvements to any of these,

(collectively, "**Intellectual Property**") are and will at all times be and remain the property of Innervation (or its licensors) and You will not acquire any rights, title or interest of any kind in or to any or all of such Intellectual Property. Except as expressly permitted in this Agreement, You will not make use of Innervation's (or its licensors') Intellectual Property without the prior written consent of Innervation, which may withhold its consent in its sole and absolute discretion. All rights in and to Innervation's (or its licensors') Intellectual Property not expressly granted in this Agreement, are hereby reserved.

- 12.2 Provided that You have agreed to the Terms and Conditions of this Website, You may view and interact with the Website in its original display format (as intended by Innervation for access by the public) for Your own personal and non-commercial use. You may not display the whole or any part of this Website, on or in any other website or in any form of communication to any other person.
- 12.3 You hereby grant Innervation the perpetual, royalty-free, world-wide right to use and exploit to the extent that Innervation sees fit, all and any ideas, comments and information provided or communicated by You to Innervation (in whatever form they are provided or communicated). For clarity, You will receive no compensation or reward in the event that Innervation uses and/or exploits any ideas, comments and information which You have provided or communicated to Innervation. IF YOU DO NOT WANT INNERVATION TO USE OR EXPLOIT ANY OF YOUR IDEAS, COMMENTS OR INFORMATION, THEN DO NOT DISCLOSE THEM TO INNERVATION.
- 12.4 Innervation may make reference to third party trademarks (or other intellectual property) on the Website. All third party trademarks (or other intellectual property) are the property of their respective owners.

13 TERMINATION, BREACH AND DEFAULT

- 13.1 Either party will be entitled to cancel this Agreement at any time by giving the other party 20 Business Days' prior written notice to this effect.
- 13.2 Should either party breach any material provision or term of this Agreement (other than those which contain their own remedies or limit the remedies in the event of a breach thereof) and fail to remedy such breach within 20 Business Days of receipt of notice requiring it to do so and warning that if the breach is not so remedied, the aggrieved party may exercise its rights in terms of this clause, then the aggrieved party will be entitled without notice, in addition to any other remedy available to it at law or in terms of this Agreement, including obtaining an interdict, to cancel this Agreement or to claim specific performance of any obligation whether or not the due date for performance has arrived, in either case without prejudice to the aggrieved party's right to claim damages.

13.3 Should a party –

- 13.3.1 commit an act which is or would be an act of insolvency in terms of section 8 of the Insolvency Act, 1936 (if committed by a natural person);
- 13.3.2 commence business rescue proceedings, be provisionally or finally liquidated, be removed from the company register, take steps for its voluntary winding up, or, be placed in any similar or replacement regime covered by South African insolvency law,

then, the other party will thereafter be entitled to terminate this Agreement on written notice to that effect.

13.4 Cancellation or termination of this Agreement will not affect either party's accrued rights in terms hereof.

14 DISCLAIMERS AND LIMITATION OF LIABILITY

14.1 TO THE MAXIMUM EXTENT PERMISSIBLE BY LAW, INNERVATION WILL NOT BE LIABLE TO YOU FOR ANY INDIRECT, EXTRINSIC, SPECIAL, PENAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL LOSSES OR DAMAGES SUSTAINED BY YOU ARISING OUT OF OR IN CONNECTION WITH ANY PURCHASE, YOUR USE OF THIS WEBSITE OR YOUR REGISTRATION, REGARDLESS OF HOW SUCH LOSSES OR DAMAGES ARE CAUSED (INCLUDING AS A RESULT OF NEGLIGENT ACTS OR OMISSIONS OF INNERVATION OR OF ANY PERSON FOR WHOM INNERVATION MAY BE LIABLE IN LAW), WHETHER THEY ARISE UNDER CONTRACT, DELICT OR OTHERWISE AND WHETHER THE LOSS WAS ACTUALLY FORESEEN OR REASONABLY FORESEEABLE.

14.2 TO THE MAXIMUM EXTENT PERMISSIBLE BY LAW, INNERVATION WILL NOT BE LIABLE TO YOU FOR ANY LOSSES OR DAMAGES SUSTAINED BY YOU ARISING OUT OF OR IN CONNECTION WITH ANY PURCHASE, YOUR USE OF THIS WEBSITE OR YOUR REGISTRATION, REGARDLESS OF HOW SUCH LOSSES OR DAMAGES ARE CAUSED (INCLUDING AS A RESULT OF NEGLIGENT ACTS OR OMISSIONS OF INNERVATION OR OF ANY PERSON FOR WHOM INNERVATION MAY BE LIABLE IN LAW), WHETHER THEY ARISE UNDER CONTRACT, DELICT OR OTHERWISE AND WHETHER THE LOSS WAS ACTUALLY FORESEEN OR REASONABLY FORESEEABLE, IN EXCESS OF –

14.2.1 IN RELATION TO ANY CLAIM OR SERIES OF CLAIMS ARISING FROM ANY PURCHASE, AN AMOUNT EQUIVALENT TO 150% OF THE AMOUNT PAID BY YOU FOR THAT PURCHASE; OR

14.2.2 IN RELATION TO ANY OTHER CLAIM OR SERIES OF CLAIMS ARISING FROM THE SAME CAUSE OF ACTION, AN AMOUNT OF R250.00.

14.3 SAVE AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, THE GOODS, THE WEBSITE AND ANY ASSOCIATED SERVICES ARE PROVIDED ON AN AS-IS BASIS AND, TO THE MAXIMUM EXTENT PERMISSIBLE BY LAW, INNERVATION EXCLUDES AND DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, IN RESPECT OF THE GOODS, THE WEBSITE AND THE ASSOCIATED SERVICES.

14.4 Nothing in this clause 14 will be interpreted or construed to exclude or limit Innervation's liability for death, illness or personal injury or any loss of or physical damage to property, caused to You by any act or omission of Innervation, save to the extent permitted by the CPA.

15 CONTRACTS FOR THE BENEFIT OF THIRD PARTIES

15.1 CLAUSES 4.1, 4.5, 4.12, 5, 7.1, 7.2, 10, 12.1 AND 12.4 ARE ALSO CONTRACTED BY INNERVATION AND AGREED TO BY YOU, FOR AND IN FAVOUR OF INNERVATION'S SUPPLIERS (INCLUDING EACH RESPONSIBLE PARTY) AND IN THIS REGARD THESE CLAUSES CONSTITUTE A CONTRACT FOR THE BENEFIT OF A THIRD PARTY.

15.2 CLAUSES 14.1 AND 14.2 ARE ALSO CONTRACTED BY INNERVATION AND AGREED TO BY YOU, FOR AND IN FAVOUR OF ANY PERSON FOR WHOM INNERVATION MAY BE LIABLE IN LAW (INCLUDING EACH RESPONSIBLE PARTY) AND IN THIS REGARD THESE CLAUSES CONSTITUTE A CONTRACT FOR THE BENEFIT OF A THIRD PARTY.

16 ADDRESSES FOR NOTICE AND SERVICE

16.1 The parties choose as their addresses at which legal notices may be served and legal process may be executed, for all purposes in terms of this Agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature (including the exercise of any option), the following –

16.1.1 Innervation:

Physical: Block C & E, Wedgewood Office Park, 3 Muswell Road, Bryanston, Johannesburg, Gauteng, RSA
Postal: Block C & E, Wedgewood Office Park, 3 Muswell Road, Bryanston, Johannesburg, Gauteng, RSA
e-Mail: procurement@innervation.co.za or sales@innervation.co.za or cancellations@innervation.co.za

16.1.2 You, if You are a Registered User:

the addresses selected by You for this purpose during the process of applying to become a Registered User, as amended by You in accordance with this Agreement.

- 16.2 Any notice or communication required or permitted to be given in terms of this Agreement will be valid and effective only if in writing.
- 16.3 Either party may by notice to the other party change the physical address chosen as its address at which legal notices may be served and legal process may be executed, to another physical address where postal delivery occurs in the Republic of South Africa, or its postal address or its fax number or its e-mail address, provided that the change will become effective on the 5th Business Day from the deemed receipt of the notice by the other party. UNTIL THE CHANGE BECOMES EFFECTIVE ALL COURT PROCESS, NOTICES AND OTHER DOCUMENTS AND COMMUNICATIONS OF WHATSOEVER NATURE THAT HAVE BEEN SERVED AND EXECUTED AT THE THEN CURRENT ADDRESS WILL BE VALID AND EFFECTIVE AGAINST THAT PARTY EVEN IF THEY DO NOT COME TO THE ATTENTION OR KNOWLEDGE OF THAT PARTY.
- 16.4 A notice to a party sent by prepaid registered post (by airmail if appropriate) in a correctly addressed envelope to it at an address chosen as its address at which legal notices may be served and legal process may be executed, to which post is delivered, will be deemed to have been received on the 5th Business Day after posting (unless the contrary is proved).
- 16.5 A notice to a party delivered by hand to a responsible person during ordinary business hours at the physical address chosen as its address at which legal notices may be served and legal process may be executed, will be deemed to have been received on the day of delivery.
- 16.6 A notice to a party sent by fax to its chosen fax number, will be deemed to have been received on the first Business Day following the date of dispatch (unless the contrary is proved).
- 16.7 A notice to a party sent by e-mail to its chosen e-mail address, will be deemed to have been received on the first Business Day following the date of dispatch (unless the contrary is proved).
- 16.8 Despite the foregoing, a written notice or communication actually received by a party will be an adequate written notice or communication to it even if it was not sent to or delivered at its chosen address at which legal notices may be served and legal process may be executed.
- 16.9 Each party appoints any responsible person at its chosen address at which legal notices may be served and legal process may be executed, to receive for and on its behalf, service of process in such jurisdiction in any legal action or proceedings regarding this Agreement. Nothing herein will affect the right to serve process in any other manner permitted by law.

17 **FORCE MAJEURE**

If Force Majeure causes delays in or failure or partial failure of performance by a party of all or any of its obligations, this Agreement, or as the case may be the affected portion thereof, will be suspended for the period during which the Force Majeure prevails, but if they affect any material part of the Agreement it will be suspended only for a maximum period of 21 days after which any affected party will be entitled on 3 days' written notice to cancel this Agreement. Written notice of a Force Majeure event specifying its nature and commencement date will be dispatched by the party seeking to rely on it (on whom the onus will rest) as soon as reasonably possible after its commencement. Written notice of the cessation of the Force Majeure event will be given by the party who relied on it, within 3 days after such cessation.

18 **CESSION AND ASSIGNMENT**

Neither party will be entitled to cede, delegate, assign or in any other manner dispose of any of its rights or obligations arising out of this Agreement without the prior written approval of the other party which may withhold its approval in its sole and absolute discretion, provided that to the extent that any such cession, delegation, assignment or disposal relates to an amalgamation or genuine restructuring of the first-mentioned party or any group of companies of which it is part, then the other party's approval will not be unreasonably withheld. This clause will be binding on the liquidator, business rescue practitioner or trustee (whether provisional or final) of each party.

19 **RELATIONSHIP OF PARTIES**

Nothing in this Agreement will be deemed to constitute either party the partner or agent or legal representative of the other. It is not the parties' intention to create nor will this Agreement be construed to create any commercial or other partnership. Neither party will have any authority to act for or assume any obligation or responsibility on behalf of the other party nor hold itself out as partner or agent of the other party.

20 LANGUAGE

This Agreement has been concluded in the English language. In the case of any conflict between the English version of this Agreement and any translation version, the English version will prevail. Notices required in terms of this Agreement will be given in the English language.

21 GOVERNING LAW

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

21.2 If this Agreement is concluded outside of the Republic of South Africa, or, where a party is domiciled in another country, the parties agree that this Agreement will be governed by the substantive laws of the Republic of South Africa (if its prescription laws are not considered to be substantive laws, by the prescription laws as well but excluding its conflict of law principles), provided that if the major part of the Agreement is to be performed outside the Republic of South Africa, none of its laws which promote competition in the Republic of South Africa will govern. All disputes, actions and other matters relating to this Agreement will be determined in accordance with such law.

21.3 The United Nations Convention on Contracts for the International Sale of Goods is excluded from this Agreement and transactions implemented pursuant to it.

22 SEVERABILITY

Any provision in this Agreement which is or may become illegal, invalid or unenforceable will be ineffective to the extent of such prohibition or unenforceability and will be treated as if it were not written herein, and severed from the balance of this Agreement, without invalidating the remaining provisions of this Agreement.

23 WHOLE AGREEMENT, NO AMENDMENT

23.1 THIS AGREEMENT CONSTITUTES THE WHOLE AGREEMENT BETWEEN THE PARTIES RELATING TO ITS SUBJECT MATTER AND REPLACES, SUPERSEDES AND CANCELS IN ITS ENTIRETY, ANY PRIOR AGREEMENTS WHATSOEVER (WHETHER WRITTEN OR ORAL) IN FORCE BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

23.2 No amendment or consensual cancellation of this Agreement or any of its provisions or terms or of any agreement or other document or instrument issued or executed pursuant to or in terms of this Agreement and no settlement of any disputes arising out of this Agreement and no extension of time, waiver or relaxation or suspension of any of the provisions or terms of this Agreement or of any agreement or other document or instrument issued pursuant to or in terms of this Agreement will be binding unless performed in accordance with the terms of this Agreement or otherwise recorded in a written document signed by the parties (or in the case of an extension of time, waiver or relaxation or suspension, signed by the party granting such extension, waiver or relaxation).

23.3 Any extension of time or waiver or relaxation of any of the provisions or terms of this Agreement or any agreement or other document or instrument issued or executed pursuant to or in terms hereof, will be strictly construed as relating strictly to the matter in respect whereof it was made or given, will not operate as an estoppel (*to preclude/prevent a person from asserting/denying a fact or a right*) against any party in respect of its rights in terms of this Agreement, and, will not operate so as to preclude such party thereafter from exercising its rights strictly in accordance with this Agreement.

23.4 No failure or delay on the part of either party in exercising any right, power or privilege in terms of this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

24 ECTA INFORMATION

In addition to that already contained in this Agreement or on the Website, the following information is provided in terms of ECTA –

24.1 Telephone number: 0861 111 665

24.2 Membership of self-regulatory or accreditation bodies to which Innervation belongs/subscribes and their contact details: Payments Association of South Africa (Tel. No.: +27101407100, e-Mail: pasa@pasa.org.za).

24.3 Codes of conduct subscribed to by Innervation and how they can be accessed electronically: None.

24.4 Office bearers: Vaughan Alexander, Anton Gaylard, Paul Kent, Grant Manicom, Andiswa Mjuleka and Mntungwa Morojele.

- 24.5 Place of registration: The Republic of South Africa.
- 24.6 Description of the main characteristics of the goods/services offered by Innervation to enable a consumer to make an informed decision on the proposed electronic transaction: The type of goods and services relate mainly to in-store payments type products which are perceived to enhance the consumer experience.
- 24.7 Alternative dispute resolution codes subscribed to by Innervation and how to access them electronically: None.

25 CPA INFORMATION

In addition to that already contained in this Agreement or on the Website, the following information is provided in terms of the CPA –

- 25.1 Public officer's contact details: Johann Rothmann, contact number: (office) 0861 111 665.
- 25.2 The exact service to be rendered by Innervation: The procurement, supply and delivery of goods and services to customers. The type of goods and services relate mainly to in-store payments type products which are perceived to enhance the consumer experience. The specific products and services are listed and displayed on the Website.
- 25.3 Other costs which Innervation is entitled to recover from You, and under what circumstances: Freight and courier costs will be on-charged to You.
- 25.4 Innervation will disclose any information, at any relevant time, which may be relevant to You when You are deciding whether to acquire the service offered by Innervation, or whether to continue with an existing service.
- 25.5 The following commissions, consideration fees, charges or brokerages are payable to Innervation by the following persons: None.
- 25.6 Innervation has not been (a) found guilty of any offence involving dishonesty which was punishable by criminal imprisonment without the option of a fine, or (b) placed under sequestration, liquidation or business rescue proceedings.

LAST UPDATE: 30 APRIL 2021