

WEB PORTAL TERMS AND CONDITIONS

GENERAL PROVISIONS

1. DEFINITIONS

- 1.1 “**Confidential Information**” means personal information which belongs to a person and is not generally available to or known by others and any and all information or data which by its nature or content is identifiable as confidential and/or proprietary to Inoxico and the Customer as the case may be;
- 1.2 “**The Customer**” herein shall mean the person or entity having signed the Inoxico User Agreement, and who transacts with Inoxico via the Portal;
- 1.3 “**Consumer Credit Information**” shall bear the meaning set out in Section 70 (1) of the NCA and includes information contemplated in regulation 18(6) of the regulations issued in terms of the NCA;
- 1.4 “**ECT**” means the Electronic Communications and Transactions Act, 2002 (Act No. 25 of 2002)
- 1.5 “**Inoxico**” means Inoxico (Pty) Ltd, a company incorporated in South Africa with registration number 2006/034939/07;
- 1.6 “**NCA**” means the National Credit Act, 34 of 2005 together with the Regulations issued in terms of the Act;
- 1.7 “**Prescribed Purpose**” shall bear the meaning set out in Section 18(4) of the general Regulations issued in terms of the NCA;
- 1.8 “**The Portal**” shall mean the website www.inoxico.com and www.infoinafrica.com through which the Services of Inoxico may be provided;
- 1.9 “**Regulations**” shall mean the general regulations issued in terms of the NCA as published in Government Gazette No. 8477, Notice 28864.
- 1.10 “**The Services**” shall mean the credit bureau products and/or services to be provided by Inoxico through the Portal;

2. SERVICE CONDITIONS AND DELIVERY

The Services are provided with the following provisos:

- 2.1 Inoxico strives to make the Portal available 7 days a week and 24 hours per day but there are interdependencies and events outside of Inoxico’s control that may impact Portal availability.
- 2.2 Lodgments or requests requiring no intervention from Inoxico staff can be requested or lodged at any time when the Portal is available.
- 2.3 Lodgments or requests requiring intervention by Inoxico staff may also be submitted at any time that the Portal is available, but internal processing will only be performed inside Inoxico office hours, Monday to Friday 08:00 to 17:00 excluding public holidays.
- 2.4 Inoxico reserves the right to –
 - 2.4.1 introduce new Services;
 - 2.4.2 discontinue Services;
 - 2.4.3 restrict Services rendered over the Internet to selected Customers or selected groups of Customers; and
 - 2.4.4 refrain from making certain Services available on the Internet, at its sole discretion without prior notice to a Customer.
- 2.5 When requesting Inoxico Services, Inoxico reserves the right to refuse the Customer access to a specific Service if: the Customer does not have a mandate, properly registered at Inoxico, to perform the action; or the request for access is not for a prescribed purpose, or a purpose required by law.
- 2.6 Inoxico reserves the right to amend its definition of a properly registered mandate and to apply different criteria in deriving, determining or establishing the mandate depending on the type of Service requested.

3. HYPERLINKS, FRAMING, SPIDERS AND CRAWLERS

- 3.1 No person, business or website may link to any page on the Portal without the prior written permission of Inoxico, frame the Portal or any of the pages on this site in any way whatsoever, or use any technology to search and gain any information from this site Inoxico.
- 3.2 Inoxico contains links to other related Internet sites. No inference can be made or representation implied that Inoxico is connected with, operates or controls these linked websites. Whether or not these linked websites are in fact affiliated with Inoxico, Inoxico is not responsible for the content on such sites. The linked sites are for a Customer’s convenience only and such Customer’s access thereto is at his own risk. When visiting linked sites The Customer must refer to that linked site’s individual terms of use and cannot rely on the terms of this agreement.

4. TRADE MARK, COPYRIGHTS AND RESTRICTIONS ON USE

- 4.1 The Portal consist of contents which are derived entirely or in part from content supplied by Inoxico and other sources.
- 4.2 The content referred to in subparagraph 4.1 is protected under applicable South African Copyright and Trade Mark Laws, International Trade Marks and Copyright Laws and conventions.
- 4.3 A Customer may not reproduce, duplicate, publish, modify, copy, download, upload in any manner, post, broadcast or transmit, reverse engineer or disenable, display, or distribute or in any way exploit any of the contents of the Inoxico Portal.
- 4.4 A Customer is also strictly prohibited from creating works, and or software materials derived from or which are based on the contents found on the Inoxico Portal.

5. RULES OF CONDUCT FOR THE CUSTOMER

- 5.1 The Customer agrees that he will not transmit submissions to the Portal that -
 - 5.1.1 use any of the forums for illegal purposes;
 - 5.1.2 are for purpose of spamming;
 - 5.1.3 restrict or inhibit any other Customer from using and enjoying the forums;
 - 5.1.4 are unlawful, threatening, abusive, defamatory, obscene, vulgar, profane pornographic and or allow for indecent information that constitutes a criminal offence and or gives rise to a civil liability claim or otherwise violates any local, national or international law;
 - 5.1.5 violate the Copyright, Trade Mark or other Intellectual property rights of any entity or other person by the submission of the content to Portal through the forums or other avenues, which allow for such submissions. A Customer by the transmission of content in any manner whatsoever, represents to Inoxico that they are the rightful owner of such content transmitted or that the Customer has obtained permission from the rightful owners to submit such content transmitted;

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- 5.1.6 contain viruses or other harmful content; or
- 5.1.7 are intended for commercial purposes, contain marketing or promotional materials or are intended to solicit donations.

- 5.2 The Customer agrees that all submissions become the exclusive property of Inoxico.
- 5.3 The Customer agrees that he shall be solely liable for any damage resulting from any infringement of Copyrights, Trade Marks and other proprietary rights or any other damages resulting from such a submission.
- 5.4 The Customer further indemnifies and holds Inoxico harmless against all claims for any damages whatsoever arising from the use of the Portal.

6. CUSTOMER WARRANTIES

The Customer warrants that

- 6.1 prior to submitting a request for any information from Inoxico, it shall have obtained all consents and authorisations required by law to submit such a request and/or receive such information, as the case may be;
- 6.2 it shall have obtained all consents required by the NCA prior to requesting a Report in terms of which the consent of the consumer must have been obtained in terms of the NCA and that it is able to provide written proof thereof to Inoxico at at Inoxico's request.
 - 6.2.1 Customers that classify as re-sellers as per Section 43 (1) of the NCA must provide written proof of registration as a credit bureau with the NCR.
 - 6.2.2 Customers that classify as employment agency, recruitment consultant, staffing company or employer must be able to produce certification that any and all requests for consumer credit records relate to positions requiring honesty in dealing with cash or finances and the job descriptions of such positions are clearly outlined as per Regulation 18(4)(c) and Regulation 19(12) issued in terms of the NCA.
- 6.3 It is not prohibited by law to submit requests to, and receive information from, Inoxico as contemplated in this agreement.
- 6.4 Data Validity – digital exports (PDF, HTML) and / or printed reports
 - 6.4.1 In accordance with the NCA and regulations as laid out in the act, commercial and or consumer credit information acquired by the User is subject to a validity period. It is the Users responsibility to ensure that the regulations, as set out by the NCA, are adhered to at all times, and to apply the due diligence to ensure that the subject of the report is not prejudiced as a result of the validity period of the data having expired.
 - 6.4.1.1 In the case of Consumer Credit Information, and Commercial Judgments of businesses with less than R1 million turnover, the validity period shall not exceed thirty days from the date of the report;
 - 6.4.1.2 In the case of Commercial Judgments, the validity period shall not exceed five years from the date of judgment.
- 6.5 The Customer expressly agrees that the use of the Portal is at his sole risk.
- 6.6 Inoxico does not guarantee or warrant;
 - 6.6.1 that the Portal will be uninterrupted;
 - 6.6.2 that the Portal will be default free and that the defects will be corrected;
 - 6.6.3 the results that may be obtained from the use or application from information gained from the Portal in so far as accuracy and content of any such information is concerned;
 - 6.6.4 that the servers that make the content available are free from viruses and other harmful content; or
 - 6.6.5 any merchandise provided through the Portal.
- 6.7 The Portal is provided "AS IS" and on an "IS AVAILABLE" basis, without any representation or endorsement made and without warranty of any kind whether express or implied, including but not limited to warranties of satisfactory quality, non- infringement, title, security and compatibility.
- 6.8 The Customer acknowledges and confirms Inoxico indemnity to, including but not limit, indirect, direct, incidental, special and consequential or punitive damages arising from the use of or inability to use the Portal.
- 6.9 The Customer acknowledges that the provisions of subparagraph 8.4 shall apply to all the contents of the Portal.
- 6.10 The disclaimer of liability applies to damages or injury, including but not limited to, indirect, direct, incidental, special, consequential or punitive damages or any damages whatsoever arising from use or loss of use of data or of profits, whether in breach of contract, tortious action, negligence, or under any other cause of action.
- 6.11 If any of the terms and conditions of this agreement should be deemed to be unlawful, invalid or otherwise unenforceable by reason of the laws of any state or country in which these terms and conditions are intended to be effective than to the extent only and within the jurisdiction in which that term and condition is illegal, invalid or unenforceable, it shall be severed and deleted from this agreement and the remaining terms and conditions shall survive, remain in full force and effect and continue to be binding and enforceable.

7. GENERAL

- 7.1 This agreement, the terms, conditions and operating rules for the Portal, constitute the entire agreement between the parties with respect to the subject matter hereof.
- 7.2 The agreement and the terms and conditions shall be governed and construed in accordance with the laws of the Republic of South Africa.
- 7.3 Any dispute arising here from shall be exclusively subject to the jurisdiction of the courts and or Tribunals of the Republic of South Africa.
- 7.4 The paragraph headings used herein are for convenience only and shall be of no legal consequence.
- 7.5 Inoxico may at any time revise these terms and conditions by updating the postings.
- 7.6 The Customer is bound by such revisions and should therefore periodically visit this agreement to review the then current terms and conditions to which he is bound.
- 7.7 Inoxico shall have the exclusive right to at any time to change or discontinue any aspect or feature of the Portal.

8. AGREEMENT TO TERMS AND CONDITIONS WHEN ACCESSING THE PORTAL

- 8.1 The use of or access to the Portal constitutes the Customer's acceptance of terms and conditions hereof, which are binding on such Customer and take effect on a date which such Customer first makes use of, or access to the Portal.
- 8.2 If a Customer does not accept all the terms and conditions in full, such Customer must exit the site immediately.
- 8.3 After the Customer has exited the site as aforesaid the Customer must destroy all content, whether materials or software, obtained from the site and all copies thereof.
- 8.4 In the event of the Customer failing to exit the site as aforesaid, Inoxico has the right to claim any indirect, direct,

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incidental, special or punitive damages caused to Inoxico from such Customer's unauthorized access and or use of the Portal.

- 8.5 The Customer indemnifies Inoxico against any claims for damages of whatsoever nature caused to another party by such Customer unauthorized use and or access of the sites.

9. CONSUMER CREDIT INFORMATION

Any person in respect of whom consumer credit information is reported by Inoxico may challenge the accuracy of the information reported in terms of section 72 of the NCA by contacting the Inoxico call centre at support@inoxico.com.

10. DATA VALIDITY (Digital exports (PDF, HTML) and or Printed reports)

- 10.1 In accordance with the NCA and regulations as laid out in the act, commercial and or consumer credit information acquired by the User is subject to a validity period. It is the Users responsibility to ensure that the regulations, as set out by the NCA, are adhered to at all times and to apply the due diligence to ensure that the subject of the report is not prejudiced as a result of the validity period of the data having expired.
- 10.2 In the case of Consumer Credit Information, the validity period shall not exceed thirty days from the date of the report;
- 10.3 In the case of Commercial Judgments, the validity period shall not exceed five years from the date of judgment.

11. CONDITIONS OF USE AND ACCESS

- 11.1 In order to make use of fee carrying Services, a person must register as a Customer using the Inoxico User Application Form.
- 11.2 The Customer must ensure that all the details provided by him for registration are true and correct at all times as Inoxico shall not be liable for any expenses, costs or damages incurred as a result of incorrect details.
- 11.3 The Customer is responsible for securing his login and password and such user login and password may not be disclosed to unauthorized persons, as such The Customer will be held responsible for all transactions performed with his login and password.
- 11.4 The Customer must immediately notify Inoxico in writing of any unauthorized use of his password or of any other breach of security.
- 11.5 When a person registers as The Customer he consents to receiving communications from Inoxico electronically.
- 11.6 The Customer may only access and use consumer credit information reported by Inoxico for a prescribed purpose or a purpose required by law.
- 11.7 Any information released by Inoxico (including but not limited to any information contained in recommendations and reports) shall in no way be construed as an opinion of Inoxico on the solvency, financial standing, creditworthiness, integrity or motives of any party reported upon but merely reflects a recording of information received by Inoxico from various sources from time to time. Use of the reports, the recommendation and any other information as aforesaid requires the Customer to use his own skill and judgment. The Customer shall be solely liable for all opinions, recommendations, forecasts or comments made or actions and decisions taken in reliance on the reports, the recommendations and the information as aforesaid.

12. INOXICO ACCOUNT

- 12.1 After successful registration, The Customer must deposit money into his Inoxico account.
- 12.2 Whenever The Customer requests a Service, the Customer's account will be checked for sufficient Points to cover the fee for the requested Service.
- 12.3 If no or insufficient funds are available in the Customer's account, the Points in such account must be replenished.
- 12.4 If sufficient Points are available in the Customer's account, the fee for the requested Service will be deducted from such account immediately and the request will be scheduled for servicing.

13. POINTS AND PAYMENT

- 13.1 Points purchased for purposes of accessing Services may be paid immediately upon purchase, in advance, subject to the below clauses.
- 13.2 In the case of Inoxico deferring payment for Points purchased and redeemed, at the request of the Customer as per the Inoxico Customer/ User application form, payment for Points redeemed for Services, shall be due and payable to Inoxico by the Customer as specified on Inoxico's invoice therefore, but in any event by no later than 10 days from the date of invoice. Should the Customer fail to make payment for Points redeemed for Services, on the date upon which such payment was due and payable, Inoxico may suspend the Services to the Customer until payment for Points redeemed as well as any other charges that may be due, have been paid in full.
- 13.3 All payments made by the Customer shall be allocated as follows: firstly to satisfy any due or unpaid interest charges, and secondly to settle payments in respect of Points redeemed, in order of age, with the least recent redeemed Points being settled first.
- 13.4 Each month for the duration of the agreement the Customer shall be entitled to carry over to the following month Points purchased and paid for in previous months but not redeemed. Purchased Points if not redeemed will lapse after 12 months calculated from date of purchasing such Points.
- 13.5 Free Points are only valid for a period of 3 months from date of granting such Points.
- 13.6 Inoxico may impose limits on Services to be accessed in relation to Points available to the Customer to be redeemed for Services.
- 13.7 Any amount due by the Customer to Inoxico that is not paid on due date therefore may bear interest at a rate equal to the maximum rate allowable in terms of the NCA, calculated from the due date to the date of actual payment.
- 13.8 In the event of the termination of this agreement prior to the expiry of the term of the contract, Inoxico shall have the right to claim immediate payment of all and any outstanding amounts owing to Inoxico in terms of this agreement up to the date of cancellation and the Customer shall be obliged to effect payment of the amount so claimed.
- 13.9 The unit price of Points required to access specified Services may vary from time to time, and the Customer shall be bound to pay such varied prices from the date that the publication of varied prices is made available to the Customer. The unit price per Point shall not exceed the tariff published by Inoxico from time to time.
- 13.10 All fees, charges and prices set out in any price list from time to time are exclusive of Value Added Tax which shall additionally be borne and paid for by the Customer at the prevailing rate from time to time unless otherwise stated.
- 13.11 The Customer shall not be entitled to withhold any payment or set off or reduce any payment by reason of any claim which the Customer may have or aver to have against Inoxico.

14. PAYMENT MODEL

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- 14.1 This model is based on the principle that all prospective Customers register as users on the Portal.
- 14.2 Logging on as a registered user will provide access to fee carrying Services on the Portal.
- 14.3 Before accessing any fee carrying Services on the Portal however, the user will be required to make a deposit in an account created for him by Inoxico. Provided that the balance of the deposit is sufficient to cover the cost of the Service, any fee carrying Services will then be rendered by Inoxico after reducing the Customer's balance with the cost of the Service.
- 14.4 Deposits by the Customer into his Inoxico account can only be used for the rendering of Inoxico web Services.
- 14.5 The Customer can view or print a full history record of a transaction that is maintained for a period of one month on the Portal.

15. PAYMENT INSTRUMENTS

15.1 Credit Card

- 15.1.1 Before rendering the Service, the Customer's declining deposit balance with Inoxico is checked to ensure sufficient funds are available.
- 15.1.2 If sufficient funds are not available, the Customer is redirected to the MyGate payment gateway along with reference information provided by Inoxico.
- 15.1.3 The Customer processes the money transfer transaction on the infrastructure provided by MyGate and MyGate will then inform both Inoxico and the Customer electronically of the outcome of such transaction.
- 15.1.4 Upon receiving a notice of a successful transaction, Inoxico increases the balance of the Customer's declining balance deposit account with the amount indicated by the bank.
- 15.1.5 Inoxico reserves the right to make the credit card payment option available to selected Customers, to specific groups of Customers or for selected Services only as it may see fit.

15.2 Direct Deposits

If the Customer selects the 'pay via bank deposit' option, instructions will be given on how to deposit money into the Inoxico Bank Account. The payment must be identified by supplying the Customer account reference number in the reference section of the deposit slip or on the electronic transfer - the Customer's virtual account will only be updated when Inoxico receives confirmation of the deposit by means of an electronic bank statement.

15.3 30 (Thirty) Day Account

The Customer may apply in writing to Inoxico for a credit account, to be payable 10 (ten) days in arrears from date of statement.

16. AGREEMENT OF SALE

- 16.1 The agreement of sale, whereby Inoxico can proceed to deduct the fee concerned from the Customer's account in order to render the requested Service, is concluded at such time when and place where Inoxico receives such Customer's acceptance.
- 16.2 Acceptance referred to in subparagraph 15.1 will occur when the Customer pushed the button titled "Submit/ Search".
- 16.3 Receipt by Inoxico referred to in subparagraph 15.2 will occur when Inoxico electronically (via the Portal) informs the Customer concerned that his request has been received.

17. REFUNDS

- 17.1 Deposits in a Customer's account are refundable but not transferable.
- 17.2 Inoxico shall only refund monies remaining in a Customer's Inoxico account upon receiving a written request for a refund.
- 17.3 The Customer referred to in subparagraph 16.2 may apply to Inoxico in writing for a refund if he—
 - 17.3.1 wishes to terminate his registration as a Customer; or
 - 17.3.2 is informed that his requested Service will not be rendered and he does not wish to retain the money he deposited into his Inoxico account or the remainder thereof for later use.
- 17.4 If the Customer requests the incorrect Service, selects the incorrect product, requests a incorrect search, submits the incorrect type of request, supply incorrect information when submitting a request, makes a typing error or spelling error, etc., and Inoxico renders the Service, Inoxico shall not be liable to refund the fee concerned.
- 17.5 If the delivery of the rendered Service fails without Inoxico being aware thereof, Inoxico will first be offered the opportunity of delivering the Service before any claim for credit notes by the Customer concerned will be entertained.
- 17.6 No lodgments or disclosures can be refunded by Inoxico without proof that the lodgment was unsuccessful due to an error (human or otherwise) attributable to Inoxico or proof that the disclosure failed in a substantive way.
- 17.7 Refunding referred to in subparagraph 16.3 will be done by Inoxico within 30 days in a manner to be agreed upon between Inoxico and the Customer concerned.

18. SUSPENSION OF ACCOUNTS

- 18.1 Inoxico reserves the right to suspend any Inoxico account if it suspects any corrupt, illegal or fraudulent activity is linked to that Inoxico account.
- 18.2 Inoxico will reactivate a suspended Inoxico account if it has been satisfied that no corrupt, illegal or fraudulent activity is linked to that Inoxico account.
- 18.3 Inoxico reserves the right to verify any Inoxico account before reactivating a suspended Inoxico Account.

19. DISCLOSURE OF INFORMATION

- 19.1 Inoxico may receive, use or disclose the Customer's information, documents, credit profile information and/or any other credit information to the extent:
 - 19.1.1 permitted by law; or
 - 19.1.2 that it is necessary to carry out actions for the conclusion or performance of a contract entered into between Inoxico and the Customer, including but not limited to accounts management, collections on debt, and tracing; or
 - 19.1.3 that it is necessary to protect the legitimate interests of Inoxico including but not limited to marketing, the development of any Customer evaluative mechanisms employing statistical and research techniques; or
 - 19.1.4 that it is necessary to protect the legitimate interests of the Customer; or
 - 19.1.5 that it is necessary to protect the legitimate interests of a third party; or
 - 19.1.6 that it is necessary to comply with an obligation imposed by law.
- 19.2 In accordance with the paragraph above, Inoxico may specifically receive or disclose the Customer's information, documents, credit profile information and/or any other information from or to:
 - 19.2.1 any credit providers, credit bureau or credit reporting agencies for credit risk management, setting a limit in respect

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of the supply of Services, and to facilitate affordability assessments as contemplated by the NCA;

19.2.2 any law enforcement agencies that require the information for the prevention or investigation of criminal activities in the general public interest;

19.2.3 The Customer may at any time on reasonable grounds lodge a written objection to the receipt, use or disclosure of personal information as contemplated in this paragraph.

19.3 Inoxico undertakes not to disclose any Input Data to any unauthorised third party unless agreed to by the Customer.

20. FORCE MAJEURE

20.1 If either Party is prevented or restricted directly or indirectly from carrying out all or any of its obligations under the Agreement by reason of an event of force majeure ("**Affected Party**"), then the Affected Party shall be relieved of its obligations hereunder during the period that such event continues (and for so long as the Affected Party is so prevented from fulfilling its obligations, then the corresponding obligations of the other Party shall be suspended to the corresponding extent), and the Affected Party shall not be liable for any delay and/or failure in the performance of its obligations under this Agreement during such period, provided that if the force majeure event continues for a period longer than fourteen days, either Party may cancel this Agreement.

20.2 An event of "**force majeure**" shall mean any event of circumstance whatsoever which is not within the reasonable control of the affected Party including vis major, casus fortuitus, any act of God, strike, theft, fire, explosion, riot, insurrection or other civil disorder, war (whether declared or not) or military operations, the downtime of any communications line, the availability of any telecommunications service or infrastructure, international restrictions, any requirement of any international authority, any requirement of any government or other competent local authority, any court order, export control and shortage of transport facilities.

21. CUSTOMER ACKNOWLEDGEMENTS

The Customer acknowledges and agrees –

21.1 Subject to Section 68 of the NCA as read with Regulations 18(4), 18(5) and 18(6) of the Regulations, the Customer may only request and receive Consumer Credit Information for lawful and prescribed purposes;

21.2 that it is not entitled to commercially exploit the Services accessed in any manner whatsoever without Inoxico's prior written consent;

21.3 that on the reasonable request of Inoxico, the Customer shall furnish Inoxico, with such information, data, records and reports as is necessary for the purposes of Inoxico confirming compliance with these terms and conditions;

21.4 that on the reasonable request of a regulatory authority, an independent third party or independent auditor as the case may be, shall be entitled on reasonable notice to the Customer, and during business hours, to audit the Customer's books, records and systems solely for the purpose of ensuring the Customer is compliant with the Agreement;

21.5 that all right, title and interest in and to each Party's Intellectual Property vests in that Party, and that nothing in this Agreement transfers ownership of either Party's Intellectual Property to the other Party;

21.6 that each party's Confidential Information will be protected and only used or disclosed, as agreed to between the parties, to the extent required or permitted by law or a regulatory authority, or for the performance or implementation of the agreement;

21.7 that these terms and conditions are in the language of the Customer's choice and he generally understands and appreciates the contents, risks, costs and obligations under these terms and conditions.

22. CUSTOMER WARRANTIES

The Customer warrants that

22.1 prior to submitting a request for any information from Inoxico, it shall have obtained all consents and authorisations required by law to submit such a request and/or receive such information, as the case may be;

22.2 it shall have obtained all consents required by the NCA prior to requesting a Report in terms of which the consent of the consumer must have been obtained in terms of the NCA. It is not prohibited by law to submit requests to, and receive information from, Inoxico as contemplated in this agreement.

23. BREACH AND TERMINATION

In the event that the Customer breaches any of the terms and conditions contained herein, then without prejudice to Inoxico's other rights in terms of this Agreement or at law, Inoxico may upon 20 business days' notice to the Customer, terminate the User Agreement or call for specific performance of the Customer's obligations and immediate payment of all sums owing by the Customer.

24. COMMUNICATION

The Customer hereby consents to the dispatch or transmission by Inoxico of all and any communications, whether for informational, marketing or any other purpose whatsoever, in terms of the Electronic Communications and Transactions Act 25 of 2002.

25. ASSIGNMENT

The Customer shall not cede, assign, transfer, encumber or delegate any of his rights or obligations in terms of this Agreement to any third party without the prior written consent of Inoxico.

26. APPLICABLE LAW

The Customer hereby consents and submits to the non-exclusive jurisdiction of the High Court of the Republic of South Africa for the purpose of all or any legal proceedings arising from or concerning this Agreement.

27. ARBITRATION

27.1 In the event of any dispute or difference arising between the Parties relating to or arising out of this Agreement, including the implementation, execution, interpretation, rectification, termination or cancellation of this Agreement, the dispute shall in the first instance be referred to the Parties' senior executives for resolution. In the event of the dispute not having been resolved within seven business days of the date of such referral (or such longer period as the Parties' senior executive may agree in writing), the dispute or difference may be at the discretion of Inoxico be referred, for arbitration to the Arbitration Foundation of South Africa ("**AFSA**") in terms of AFSA's arbitration rules for the time being in force.

27.2 This clause shall constitute each Party's irrevocable consent to the arbitration proceedings, and no Party shall be entitled to withdraw from such arbitration proceedings or to claim that it is not bound by this clause.

27.3 Each of the Parties hereby irrevocably agrees that the decision of the arbitrator in the arbitration proceedings shall be final and binding on each of them and will be carried into effect.

28. WHOLE AGREEMENT

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These terms and conditions constitute the whole agreement between the parties and no representations or warranties other than those set out herein shall be binding on the parties, save for any variation effected as provided for herein.

29. SEVERABILITY

In the event of any one or more of these terms and conditions being unenforceable, same will be deemed to be severable from the remainder of this Agreement which shall nevertheless be binding and enforceable.