

## Terms and Conditions

**NOTICE:** Please read these terms and conditions (this “**Agreement**”) and our Privacy Policy carefully. The Agreements are jointly referred to as “the **Agreements**”. We strongly recommend you print them out and read them in their entirety or alternatively a hard copy is available on written request to us using the contact details below, please see the Customer Service section below in section 12. The Agreements are legally binding and set out the terms and conditions upon which you may access and use the Services (as defined below) available on our web application (hereinafter the “**Web App**”).

The Agreements also explain how we use and share or otherwise process your personal information. Our Privacy Policy is located at <http://www.wvemobileclub.co.za/platinum/#!/terms/privacy>. By accessing the Web App you agree to be bound by the Agreements, may jointly and separately be amended from time to time.

**You accept that you have been given an opportunity to read and accept this Agreement before using the Service (as defined below) offered.** We recommend that you check this Agreement on each visit to the Web App. If you do not wish to be bound by the Agreements, you may not access or use the Web App, the Services (as defined below) and should exit immediately. If you are under 18 (eighteen), you should cease using any of the Services and exit the Web App immediately. Please note that in some jurisdictions there are obligatory provisions in the consumer legislation that may be relevant to services provided under this Agreement.

### 1. INTRODUCTION

1.1 **Buongiorno South Africa (Pty) Ltd**, a private company with limited liability registered in the Republic of South Africa, operating under company number 1990/04637/07, with its registered office at: Auto Atlantic building, 5th Floor, Cnr Heerengracht and Hertzog Boulevard, Cape Town, 8001 (the “**Company**”). The Company has been authorised to act as licensee of “World Wrestling Entertainment Inc.” in the Republic of South Africa to provide you with the **WWE iMagazine** service offering a vast amount of mobile content including daily news, high quality content and videos (the “**Content**”) for a flat weekly or monthly subscription fee on your supported mobile device accessed via the Web App (the “**Service**”).

In this Agreement references to “**we**”, “**us**”, “**our**” and any similar expression shall include the Company and any of its affiliates. This Agreement is to be entered into between the customer “**you**”, and the Company.

Please call our helpline noted at the bottom of this Agreement without hesitation should you have any questions regarding any aspect of the Service.

### 2. EFFECT OF THIS AGREEMENT

2.1 This Agreement will govern the use of the Service. By agreeing to this Agreement and/or by continuing to use the Service you are bound by the entirety of the Agreements, as well as any rules governing any Content provided on or via the Web App. If there are any inconsistencies between any rules on our Web App and this Agreement, then the terms of this Agreement shall prevail.

2.2 We reserve the right to make any amendments to the Agreements, and any such changes will be highlighted for a period of 4 (four) weeks. We encourage you to review the Agreements, which are available on the Web App and updated periodically. Your continued use of any of the Service will be deemed to be your acceptance of any changes to the Agreements. If the modified Agreements are not acceptable to you, your only recourse is to cease using the Service, for further details on cancellation please see the Customer Service section below.

### 3. REFUNDS

If you reside in the Republic of South Africa and have purchased one of our subscription services with a recurring charge, section 44 of the Electronic Communications and Transactions Act 25 of 2002 (“**ECTA**”) entitles a customer to cancel without reason and without penalty any sale concluded on a website/electronically within 7 (seven) calendar days after date of the conclusion of an agreement for services (“**Cooling Off Period**”) and to obtain a full purchase price refund within 30 (thirty) days of date of cancellation thereafter, but provided that you notify us of your cancellation in writing.

Where the Cooling Off Period does not apply, you may cancel any of the Services, at any time, and all future charges by following the instructions given in the text SMS message sent to you after your purchase, but if you do, we are not obliged to refund any part of the subscription fee, unless we have violated a material term set out in this Agreement or are otherwise required by law. In all other circumstances, a refund will be at our discretion. No refunds will apply for early abortive Content, or termination of any of the Services following a payment period.

Nothing in this Agreement affects or limits your legal rights as a consumer under Consumer Protection Act, 2008, as amended from time to time (“CPA”) or any other applicable law. For further details on cancellation (whether or not within the Cooling Off Period) or any enquiries, please contact us directly using the details stated in the Customer Service section below. The Customer Service section also contains details of National Consumer Commission, who can provide further advice about your rights.

#### **4. YOUR REPRESENTATIONS**

4.1 By seeking to register for the Service and using the Service you hereby confirm to us that at all such times you:

- a) are a resident of the Republic of South Africa;
- b) are aged 18 years or over;
- c) are of sound mind and capable of taking responsibility for your own actions;
- d) have the power to enter into a legally binding agreement (you are not be legally barred from doing so for any reason) and you are the person whose details are provided in connection with your Subscription, as defined below;
- f) are acting as principal and not on behalf of anyone else;
- h) are the authorized owner of the mobile device which you registered to your account via the Web App during the Registration process, as described below;
- i) you are located in a jurisdiction in which such Registration, as defined below, and access and/or use of the Service is not unlawful or contrary to any applicable regulation. It is your responsibility to ensure that this is not the case.

4.2 Persons in violation of this Agreement are not entitled to access and/or use the Service and could be committing fraud and be subject to criminal prosecution.

4.3 You cannot use the Service unless you have first completed Subscription, as defined below.

4.4 You hereby warrant to us that all information provided in your Subscription, as described below, and all personal information provided to us is complete, true and accurate and not misleading and that you will notify us immediately of any change.

4.5 You undertake to access and/or use the Service for legitimate and personal entertainment purposes only.

4.6 You undertake to abide by all applicable laws and regulations when using the Web App and/or Service and to be solely responsible for all things arising from your use of the Web App and/or Service.

4.7 You undertake not to use the Web App and/or Service in any way which might infringe any rights of any third party or give rise to a legal claim against Company by any third party.

4.8 You undertake not to damage, interfere with or disrupt access to the Web App and/or Service or do anything that may interrupt or impair its functionality.

4.9 You undertake not to obtain or attempt to obtain unauthorized access, through whatever means, to the Web App and/or Service.

## 5. SUBSCRIPTION

5.1 Before you are able to fully access the Service you will be required to subscribe to the Service ("**Subscription**") in one of the following ways:

(a) **Web App**: By clicking on an advertising banner and following the instructions noted on the subsequent pages to:

- i. click on the button e.g. "**ACCEPT**" to complete your Subscription; or
- ii. by visiting the Web App directly and following the instructions to subscribe to the Service. Once your Subscription to the Service is complete you will be able to use and/or access the Web App.
- iii. Upon completion of the Subscription to the Service via the Web App we will confirm by SMS text message to the mobile number which you provided, that you have successfully subscribed to the Service.

b) **3G/4G Mobile Internet**: By clicking on an advertising banner and following the instructions noted on the subsequent pages to:

- i. click on the "**ACCEPT**" button to complete your subscription; or

c) **Wifi**: By clicking on an advertising banner and following the instructions noted on the subsequent pages to:

- i) enter your mobile phone number and ii) click on the "**CONTINUE**" to complete your subscription.

5.2 The subscription fee/charge for the Service are always mentioned at the point of purchase i.e. commencement of subscription period or on date of accessing the Service.

5.3 Following Subscription to the Service you will be provided with access to the Service as applicable via [www.wvemobileclub.co.za](http://www.wvemobileclub.co.za) for the Web App.

5.4 Transactions made using your registered mobile device number are accepted by us on the understanding that you are authorised to register this mobile device number, access and/or use the Service. If your mobile phone is used by anyone other than yourself, we will accept no liability for the consequences or costs incurred from such misuse, or for the loss, theft, and misuse of your information.

5.5 You agree to be solely responsible at all times for all access and/or use of the Service. You are responsible for keeping all your user identification details, such as your mobile number ("**User Data**") confidential. You are also responsible for ensuring that all persons who access the Service through your internet connection are aware of this Agreement and are in full compliance with its terms.

5.6 We reserve the right to disable any User Data whether chosen by you or allocated by us at any time if in our sole opinion you have failed to comply with any of the provisions of this Agreement.

5.7 We reserve the right to ask for proof of age documentation and evidence to verify your identity at any time (including any third party, which may keep a record of such information). We reserve the right to conduct checks against any of the details provided to us and to pursue this information through any channels and methods available to us. Failure to provide substantiated proof of age or other requested information will result in the suspension or termination of your Subscription to the Service.

5.8 We reserve the right to refuse, suspend and/or terminate your Subscription to the Service immediately and without consulting or notifying you or giving you reasons in the event that you publish, cause the publication of and/or send via the Service any actual or potentially defamatory, offensive or obscene language or material or if you violate, or are suspected of any violation of this Agreement, any applicable law, regulation, code or request of a MNO (mobile network operator), regulator and/or authority or should we deem it in our best interests and/or other customers to do so.

5.9 It is your sole responsibility to ensure that at all times you comply with all laws and regulations with respect to the Web

App and/or Content made available through the Service in any jurisdiction where you are located or are a resident and that you have a complete and unrestricted legal right to subscribe to the Service, access and/or use the Service in whole or part.

5.10 Use of the Service will be closely monitored to ensure that no customer is using the Service with a frequency or in a manner which might suggest that he or she is using it except solely for personal use or is using it on behalf of others, and we reserve the right to suspend and/or terminate the Subscription to the Service if we consider or suspect that the Service is being used in this way.

5.11 If any of your User Data or other information relevant to your Subscription of the Service change you must inform us immediately by contacting us using the contact information provided in the Customer Service section below.

## **6. SUBSCRIPTION SERVICE CHARGES**

6.1 The Service being a mobile subscription service is charged at a flat fee of **R7** per day (exact price depending on the existing campaign at time of joining and MNO) which offers you unlimited access to the Content via the Web App while you remain subscribed to the Service.

6.2 The Service is free for 24 (twenty-four) hours for first time users who are customers of the MNO Vodacom. After the 24 (twenty-four) hour free period, Vodacom customers will be charged a flat fee of **R7** per day (exact price for future users may vary, depending on the existing campaign at the time of joining and the MNO).

6.3 You will pay the price detailed by charging the purchase to your monthly account or prepaid account provided by your MNO. The subscription fee shall become due at the end of the specific subscription period while you are subscribed to this Service irrespective of whether or not you the Web App are actually accessed during any particular subscription period.

6.4 Your contract for the Service is with us and not with your MNO. Your MNO has agreed with us to simply to charge the amount directly to your bill or prepay account. Once this charge has been authorised by you, you must pay your MNO (for monthly accounts) the amount charged. You are therefore wholly responsible for checking that you are happy with the seller (us), price and the Service before making a purchase commitment.

6.5 MNO charges may also apply and all prices stated and/or otherwise communicated to you are inclusive of VAT (where applicable). The Service being provided on a subscription basis means it will renew automatically after the end of the specific subscription period unless and until the you decide to opt out or unsubscribe from the Service (please scroll down to the Customer Service section of this Agreement for more information on cancellation).

6.6 You agree to return in the same condition or forthwith settle to us the cash equivalent (if applicable, and calculated as at the date(s) of the prize(s) being awarded) any and all prizes which may have been awarded to you under the Service, in circumstances where we subsequently discover that you have violated this Agreement (including without limitation where the mobile number used to register to the Service, the use of the Service and/or the registration itself is disputed).

6.7 You can access the Service until you send "**STOP**" to **34567** ( CellC or Vodacom) at any time to opt out or unsubscribe from the Service. For further details on cancellation please see the Customer Service section below.

## **7. ACCESS AND USE OF THE SERVICES**

7.1 In order to access and/or use the Service, please follow the information shown on your device's screen to complete your Subscription.

7.2 Any use of the Service by you is on an "as is" and an "as available" basis. You agree and accept that the Web App are not a fault-free service and that it is for your own personal use and shall not be used for commercial purposes.

7.3 Your contract with us will be null and void if we discover or suspect that you have in any way interrupted, deviated, tried to manipulate the outcome or tampered with any of the Content and/or the Web App.

7.4 We reserve the right to change the format of the Service, the Web App or Content that we offer to enhance them and under the circumstances as prescribed in the Regulation of Interception of Communications and Provisions of Communications-Related Information Act, 70 of 2002, as amended from time to time (“**RICA**”) we reserve the right to record all telephone calls made to us and to monitor, intercept, block, filter, read, delete, edit, disclose and use communications and all information sent or posted via the Web App and/or relating to the Service for which purposes you consent.

## **8. VIRUSES, HACKING AND OTHER OFFENCES**

8.1 You must not attempt or encourage the misuse of the Web App or any Service by introducing viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Web App, the server on which the Web App are stored, or any server, computer or database connected to the Web App. You must not attack the Web App or the Service via a denial-of-service attack (“**DoS**”) or distributed denial-of-service attack (“**DDoS**”).

8.2 By violating section 8.1 above, you would commit a criminal offence under South African Law. We will report any such violation to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such violation, your right to use the Web App and/or the Service will cease immediately without notice to you and without us incurring any liability whatsoever.

8.3 We will not be liable for any loss or damage or for any other liability caused by the DoS, DDoS, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Web App (or any other web applications linked to it), any Service, any Content downloaded by you or any other material posted on the Web App and/or a Service by you.

## **9. SPECIAL PROMOTIONS**

9.1 We may, from time to time, run promotions including free news and/or content which is free to access, award prizes and provide you with marketing or promotional materials if you have completed your Subscription.

9.2 The rules of entry or access to any promotions will be displayed on the Web App and may sometimes be restricted only to a first-time user. For the purposes of this Agreement a ‘first time user’ is a customer who has not subscribed to a Service before.

## **10. SECURITY POLICY**

10.1 We will not rent, sell or share your User Data with third parties, however, we may pass on your details to relevant authorities or regulators if we and/or they wish to investigate or assist in the investigation of any suspected or alleged fraud or abuse of the Service and/or the Web App or if we are required by law to do so, for example under money laundering or data protection legislation.

10.2 All information received by us from your use of the Service shall be used in accordance with our Privacy Policy which is available via the Web App and which we encourage you to review as it details how we may process your User Data. By using the Service, you consent to such processing. It is your responsibility to update and maintain changes to that information and we are entitled to rely on any information you provide to us.

10.3 If we have reason to believe that there has been or is likely to be a breach of security or any other misuse of the Service we may suspend and/or terminate your Subscription to the Service.

10.4 We are not obliged to monitor, detect or report any unauthorised use of the Service and you shall be solely responsible for all use of the Service made by you or anyone else using your User Data, for preventing unauthorised use of your User Data and/or mobile device you are liable for all user charges that are incurred as a result of any such unauthorised use.

10.5 If you believe there has been any breach of security such as the disclosure, theft or unauthorised use of your User Data or mobile device you must notify us immediately by e-mailing us at: [www.za@buongiorno.com](mailto:www.za@buongiorno.com).

## 11. COMPATIBILITY

11.1 You may experience problems or be unable to access certain Content successfully depending on the mobile device used to access the Content. Non-android smart phones (such as iOS devices and Windows devices) and possibly some Android phones will only be able to access limited Content due to the type of operating systems on the mobile devices. This is an issue with the third party technology used in the provision of the Content which is not available on all handsets and out of the Company's control. If you have this type of issue that limits your access to some or all of the Content and would like to raise a query or ask for technical assistance, please contact our call center on 021 415 2166 (CellC), 021 415 2136 (Vodacom) or email our customer support team at [wwe.za@buongiorno.com](mailto:wwe.za@buongiorno.com). You acknowledge that we are not responsible for any costs or losses incurred by you, damage to your mobile device or loss of data resulting from any such incompatibility.

11.2 We make no representation or warranty as to the compatibility of your mobile device with a Service and you acknowledge and agree that the Company shall have no liability for the compatibility or non-compatibility of your mobile handset with any Service and/or Content.

## 12. CUSTOMER SERVICE

### 12.1 Cancellation:

You are free to cancel your Subscription to the Services at any time by following these instructions:

- a) Send an **SMS** with the keyword "**STOP**" to **34567** to unsubscribe from the Service at any time.
- b) The Subscription can also be terminated anytime by clicking on to the unsubscribe option and following the instructions via the account section of our web application portal.

If you have any questions concerning this Agreement or should you wish to make a complaint about a Service, any Content, competition or any other matter, please contact us by telephone, email or write to us using the following details:

12.2 We hope that you are pleased with the Service and that you will never have reason to complain, but if there is something you are not happy with we would like you to tell us about it so that we can try to put matters right. Should you wish to make a complaint with respect to the Agreement or the Service please contact us using our helpline or by emailing or writing to the address details as follows:

### Customer Service:

**Address:** Buongiorno South Africa (Pty) Ltd, Auto Atlantic building, 5th Floor, Cnr Heerengracht and Hertzog Boulevard, Cape Town, 8001

### Helpline

CellC: 021 415 2166 (standard call rates apply)

Vodacom: 021 415 2136 (standard call rates apply)

**Email:** [wwe.za@buongiorno.com](mailto:wwe.za@buongiorno.com)

12.3 The Company is a member of WASPA and is bound by the WASPA Code of Conduct. Customers have the right to approach WASPA to lodge a complaint in accordance with the WASPA complaints procedure. The Company may be required to share information relating to the Service or a customer with WASPA for the purpose of resolving a complaint. WASPA website: <https://www.waspa.org.za/>.

12.4 If you believe that your consumer rights have been infringed, you may contact the Department of Trade and Industry's National Consumer Commission <http://www.thencc.gov.za/>.

## 13. OUR LIABILITY

13.1 The following provisions at sections 13.1 - 13.8 set out all our liability to you (including any liability for acts and/or omissions of our parent company, subsidiaries, associated companies, employees, agents, subcontractors or suppliers) regarding:

- a) any violation of this Agreement including any deliberate personal repudiatory breach or any deliberate breach of these conditions by us, or our employees, agents, subcontractors or suppliers; and
- b) any representation, statement or tortious act or omission including negligence arising under or in connection with the Service.

13.2 Nothing in this Agreement excludes or limits our liability for:

- a) death or personal injury caused by our negligence; or
- b) any matter which it would be illegal for us to limit or exclude or attempt to limit or exclude our liability for; or
- c) fraud or fraudulent misrepresentation.

13.3 We are not liable for anything out of our control including but not limited to any loss or damage that you may suffer or incur because of any act of God, power cut; trade or labour dispute, failure or any omission of any government or authority; delay, interruption, obstruction, or failure of telecommunication services; or any other cessation; delay or failure caused by a third party or loss or corruption of data. In such an event, we reserve the right to cancel or suspend the Service indefinitely and without notice or incurring any liability whatsoever.

13.4 All representations, warranties and terms (express or implied) not set out in this Agreement are excluded to the fullest extent permitted by law and we shall have no liability to you in respect of the same. You agree to indemnify us and hold us harmless in full and on demand with respect to any liability, damages, costs or claims which we may suffer or incur arising out of or in connection with your use of the Service.

13.5 Subject to section 13.2 above:

a) Except in the case of an act or omission carried out with intent to cause damage or in a reckless manner, with knowledge that damage would likely result, our liability to you in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall not exceed the lesser of R1,000 (One Thousand Rand) or the aggregate total of the subscription charges paid by you in the preceding calendar month to the claim in question. You agree that the exclusions of liability above and anywhere else in this Agreement are reasonable.

b) any use of the Service is entirely at your own risk. In no event shall we be liable to you for any special, direct, indirect or consequential loss, damage(s) or liability (including without limitation, loss of profit, data, loss of goodwill, loss of contract or other information) or any claims for consequential compensation, loss, punitive or exemplary damages or damage(s) of any kind whatsoever (howsoever caused); or be subject to equitable or injunctive remedies (whether in contract or tort, including, negligence or strict liability or otherwise), arising out of or in connection with the Service and any supplied Content or offers even if it was reasonably foreseeable and whether or not we have been previously made aware of it.

13.6 We accept no responsibility and shall not be liable to you for the content of or use by you of any information or services offered by third parties' advertising (including advertising by any referral companies) or otherwise posting information via the Service (whether directly or via links to or from other sites or resources or through framing or other electronic mechanisms), nor can we be said to endorse contents of such advertisements or information. In particular, we shall have no liability in respect of material hyper-linked which may be misleading, inaccurate, defamatory, threatening or obscene or otherwise not in accordance with applicable laws or regulations. The provision by us on the Service of a link to another website or web application does not constitute any authorisation to access materials held at that website or the web application, your use of those other websites or web application is subject to any terms of use and/or privacy policies on those websites or web applications.

13.7 We make no representation or warranty about information or any other item(s) that may be accessed either directly

or indirectly via the Service (save to extent expressly provided otherwise in the Service) and we reserve the right to make changes and/or corrections at any time to such information, without notice. We accept no liability for any inaccuracies or omissions (other than a fraudulent misrepresentation) in or from such information and any decisions based on such information are the sole responsibility of the visitor to the Service.

13.8 Your statutory rights as a consumer (if any) are not affected by this Agreement. We draw to your attention that you may be entitled to certain consumer rights in terms of the ECTA and/or the CPA and other applicable laws. No provision of this Agreement is to be interpreted or construed as excluding, limiting or waiving any rights which you may have, or avoiding any obligation which we may have, in terms of the ECTA, the CPA or any other applicable laws, whether in South Africa or any other country having jurisdiction (unless such laws permit the parties to agree otherwise).

## 14. INTELLECTUAL PROPERTY RIGHTS

14.1 **Ownership:** the copyright, database rights and other intellectual property rights (“IPRs”) in any Content and/or other material displayed on or via the Web App and/or the Service as well as its features, which includes text, data, graphics, photographs, videos, animation, images and audiovisual content is either owned by or licensed to us by our third-party suppliers/licensors (collectively the “Materials”).

14.2 These IPRs are protected under all applicable copyright and intellectual property laws around the world as well as International treaties. All such rights are reserved. No licence is granted to you in respect of any such rights, except to the extent required for your personal use of the Service in accordance with this Agreement. Any unauthorised distribution of the Materials and/or the IPRs is strictly prohibited and legal action could be taken against any such person who makes unauthorized distribution. Where applicable, each third-party supplier of Materials has the right to assert and enforce the provisions of this Agreement directly on its own behalf as a third-party beneficiary.

14.3 **Trademarks:** Our goods and/or service marks (which may include a name, word, phrase, logo, symbol, design, image, shape, signature or any combination of these elements) are and shall remain the exclusive property and trademarks of the Company. You shall not be entitled to reproduce such trademarks and/or associated logos without our express prior written consent on each occasion.

14.4 **Third-Party Trademarks:** You do not have the right to use trademarks and/or logos of our third-party licensors/suppliers. Each unauthorized use or infringement of trade marks, logos or distinctive signs can be prosecuted according to the applicable law by the respective parties.

14.5 **Copying:** Any downloading, reproduction, modification, distribution or use of the Materials except as otherwise permitted by this Agreement is strictly prohibited and in particular you agree to use the Materials solely for your own personal, non-commercial use and specifically not for any business, commercial or public purpose.

14.6 The following activities are prohibited unless you receive our express prior written permission on each occasion:

- a) Any downloading, reproduction, modification, distribution or use of the Materials (except as otherwise permitted by this Agreement).
- a) deployment within this Service of any spider, robot web crawler or other automated query program;
- b) re-use and/or aggregation of any of the Materials in the provision of a commercial service;
- c) transfer of any of the Materials to any other person or entity, whether commercial or non-commercial or distribution through peer-to-peer networks or any other file sharing platforms; and
- d) public display and/or use of any Materials for any rental or sale purposes.

14.7 The copying and use of third party materials accessed via the Service is governed by the terms of use applicable to the third party website or service accessed by you.

## 15. SUBMISSION OF INFORMATION

You agree that the information supplied by you to us may be used by us or our affiliates for the following purposes which



shall include but are not limited to: sending you messages, sending you promotional materials, monitoring the use of a Service, marketing purposes and from time to time evaluating if we can improve our services for customers, unless you SMS "NO" at any time to 31190 to stop receiving promotional and marketing offers from us.

Excluding personal information (which is covered in our Privacy Policy, please see at <http://www.wvemobileclub.co.za/platinum/#!/terms/privacy>), all other information (including but not limited to comments, ideas, suggestions, concepts and graphics) submitted via the Web App will become our exclusive property without obligation of confidentiality and we, at our sole discretion, shall be free to use such information for any purpose without any restriction whatsoever.

## **16. GENERAL**

16.1 This Agreement (which includes our Privacy Policy) constitutes the whole agreement between you and us to the fullest extent permitted by law.

16.2 We are an independent contractor. Nothing in this Agreement shall be deemed to create a partnership, agency or joint venture between you and the Company.

16.3 We may transfer this Agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights as a consumer under the Agreement. If you are unhappy with the transfer, you may contact us to end the Agreement.

16.4 You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

16.5 Nobody else has any rights under this Agreement except as otherwise stated in this Agreement. The Agreement is between you and us. No other person shall have any rights to enforce any of its terms (except for our third-party licensors/suppliers of the Materials as well as any regulator and/or authority). The exercise of your rights and our rights, respectively, under this Agreement is not subject to the consent of any other person.

16.6 If a court finds part of this Agreement illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

16.7 Even if we delay in enforcing this Agreement, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your violation this Agreement, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

## **17. GOVERNING LAW**

Which laws apply to this Agreement and where you may bring legal proceedings: This Agreement, including any dispute or claim arising out of or in connection to this Agreement, shall be governed by the laws of the Republic of South Africa. You irrevocably agree that the courts of the Republic of South Africa shall have exclusive jurisdiction to resolve any dispute or claim of whatever nature arising out of or relating to the Web App, Content and/or the Service. However, we retain the right to bring legal proceedings in any jurisdiction where we believe that infringement of any IPRs or violation of this Agreement is taking place or originating. You are solely responsible for compliance with any applicable laws and regulations of the jurisdiction from which you are accessing the Web App or using a Service.

**Update:** last update November 2018