Datafree Technologies South Africa Customer Terms and Conditions of Service

[Last Modified: 11 September 2025]

Datafree Technologies SA Proprietary Limited, a limited liability company incorporated in the Republic of South Africa with registration number 2014/051188/07 ("**Datafree Technologies**", "**we**" and "**us**"), is the owner and administrator of the Datafree Technology, which enables you to make use of Datafree Technologies' reverse-billed mobile data platform which enables mobile device users to access datafree websites, applications and specific digital services "**Datafree Technology**"). You may select whether you wish to use only the Datafree Technology and conclude your own reverse-billing mobile data agreements with third party service providers, or you may enter into our reverse-billing mobile data agreements, but we shall collectively refer to the access and use of our Datafree Technology and reverse-billing services, if applicable, as the "**Services**".

Your access to, and use of, all Datafree Technology and the Services are set out in these terms and conditions of use ("**Terms**"). You indicate your acceptance of these Terms by clicking on an "**I Accept**" button, electing acceptance by way of a check box or by accessing the Datafree Technology (whichever occurs earlier) (the date of such acceptance, being the "*Effective Date*"). These Terms create a legally binding agreement between you and Datafree Technologies, so please read them carefully.

We may amend or update these Terms from time to time. We will provide you notice of amendments to our Terms and update the "*Last Modified*" date at the top of our Terms. Your continued use of the Datafree Technology and our Services confirm your acceptance of our Terms, as amended.

If you do not understand any of the Terms, or if you do not agree with any of the Terms, please cease your use of the Datafree Technology and the Services immediately and contact us at info@datafree.tech.

1.   Services

1.1.   We grant you the right to access and use the Services as a 'software as a service' subscription basis in the manner set out in these Terms. The Services are rendered to you via the Internet.

1.2.   Your access to the Services shall commence on the Effective Date and will continue until terminated in accordance with these Terms.

1.3.   Your use of the Services is subject to our privacy policy, available here https://datafree.tech/privacy-policy/

1.4.   We may take the Services offline for scheduled upgrades and/or maintenance, which scheduled upgrades and/or maintenance shall be completed as quickly as possible and with as little interruption to the Services as possible.

1.5.   We will use our commercially reasonable efforts to ensure that the Services will be available for 24 hours a day, except (a) during planned downtime for upgrades and/or maintenance (b) during emergency downtime to ensure the stability of the Services for all its users and (c) for any circumstances which are outside of our control, including force majeure events, Internet service provider failures or delays and related events. We will not be liable for any damages that you may suffer as a result of the Services being unavailable from time to time.

2.   Fees

2.1.   In consideration for providing you the right to access and use the Services, you agree to pay to Datafree Technologies the Fees set out on the pricing schedule provided to you and available on request, unless otherwise agreed in writing between you and us.

2.2.   Datafree Technologies may change the Fees by giving at least 30 days' written notice to you. You may terminate your access to and use of the Services in accordance with clause 2.2, should you not be satisfied with the amended Fees.

2.3.   Unless otherwise stated in writing, Fees listed in the Datafree Technologies pricing schedules are exclusive of all applicable taxes and duties, including VAT and any other applicable sales tax. You will provide us any information we reasonably request to determine whether we are required to collect any taxes from you. You will otherwise be responsible for payment of any taxes (other than taxes based on Datafree Technologies' net income), fees, duties and charges, and any related penalties or interest, arising from the payment of Fees or the delivery or use of the Services.

2.4.   If any deduction or withholding is required by law, you will notify us and will pay us any additional amounts necessary to ensure that the net amount that we receive, after any deduction and withholding, equals the amount we would have received if no deduction or withholding had been required. Additionally, you will provide us with documentation showing that the withheld and deducted amounts have been paid to the relevant taxing authority.

2.5.   We will calculate and bill you the Fees. You must pay the Fees billed using one of the payment methods set out on the pricing schedule provided to you.

2.6.   All payments to us must be made without setoff or counterclaim, and without any deduction or withholding. If any deduction or withholding is required by law, you must notify us and will pay us any additional amounts necessary to ensure that the net amount that we receive, after any deduction and withholding, equals the amount we would have received if no deduction or withholding had been required. Additionally, you must provide us with documentation showing that the withheld and deducted amounts have been paid to the relevant taxing authority.

2.7.   Any Fees which are not paid by the due date for payment may be subject to interest payable by you at the rate of 1.5% per month or the highest rate allowable by law, whichever is less, calculated and compounded daily from the date the amount is due until the date the amount is paid.

2.8. Without limitation to any other provision of these Terms, we may suspend your access to and/or use of the Services immediately upon written notice to you, if you fail to pay any Fees by their due date for payment.

3. Fee Disputes

3.1. Any dispute in relation to the calculation of any Fees due to us ("**Fee Dispute**"), shall be referred to our auditors for the time being, who shall act as an expert ("**Expert**") to resolve the Fee Dispute in accordance with the following principles: the Expert (a) shall investigate the Fee Dispute or matter in question in such manner as he in his sole and absolute discretion considers appropriate (b) shall afford the Parties to the Fee Dispute the opportunity to make such written or oral representations as they wish to make, subject to such reasonable time and other limits as the Expert may prescribe (c) shall have such access as he may reasonably require to the books, records and documents of the Parties for the purpose of determining the dispute (d) shall attempt to reach his determination as soon as practicable in the circumstances (e) his determination shall, in the absence of any fraud, manifest or clerical error, be final and binding on the Parties and (f), shall make a finding as to which Party shall bear the costs and charges of the Expert.

4.   Customer Systems and Customer Services

4.1. You are solely responsible for properly configuring and using the Services. Should you require us to do so, we may assist you from time to time to integrate the Services with your systems and applications ("**Customer Systems**"), provided that you shall at all times remain responsible for the operation and functionality of the Customer Systems. We shall not be liable for any damages that you may suffer as a result of our assistance, other than damages that arise directly out of our breach of these Terms.

4.2. You shall at all times remain responsible for the operation and functionality of any features, websites, applications or other portals, content, products or services that you make available or deliver using the Services ("**Customer Services**"). You are solely responsible for all activities required by, or otherwise related to, the development, production, delivery, updating, maintenance and promotion of the Customer Services. Without limitation to the foregoing, you are solely responsible for:

4.2.1. all actions and omissions of the end-users of the Customer Systems and Customer Services ("**End Users**");

4.2.2. regulating the manner in which your End Users may use the Customer Services (including End Users' datafree use of applications, enabled by you by making use of our Services);

4.2.3. the technical operation, technical support and user service matters in relation to the Customer Services and taking such steps as may be necessary to maintain appropriate security, protection and backup of the Customer Systems and Customer Services, which may include the use of

encryption technology to protect the Customer Systems and Customer Services from unauthorized access;

4.2.4.   the content and materials related to the Customer Services, including compliance of such content and materials with applicable law;

4.2.5.   the terms and conditions and fees and charges applicable to the Customer Services; and

4.2.6.   any claims relating to the Customer Services.

4.3.   You must promptly fix any bugs in the Customer Systems and/or Customer Services that cause the Services to be accessed in a manner that is not consistent with these Terms or is otherwise detrimental to the performance of the Services.

4.4.   You are responsible for properly processing and handling notices you receive from any person claiming that the Customer Services or an End User's content in connection with the Services violates such person's rights, including any breach of copyright.

4.5.   You grant to us a non-exclusive, royalty-free, worldwide licence for the duration of these Terms to reproduce, distribute, publicly perform, publicly display and digitally perform your data or content ("**Customer Data**") in connection with the provision of the Services to you. You acknowledge and agree that this may involve transmissions of Customer Data over various third party networks and changes to conform and adapt to technical requirements of connecting networks and devices.

4.6.   You further grant to us a non-exclusive, non-transferable, worldwide, perpetual, royalty-free licence to collect, analyse and use data relating to the Services derived from, or related to, Customer Data, including for the generation of reports for internal, external and public use (provided only that the data is anonymised or aggregated).

5.   Your Account

5.1.   You may be required to create an account to access the Services, which account will be created with a unique username and password ("**Account**").

5.2.   Your Account will allow you to select the End Users that may access the Services via your Account and all Datafree Technologies portals, websites, applications and specific digital services, including any Customer Systems, Customer Services and/or Customer Data that may be accessed by the End Users on a reverse-billing model ("**Datafree Zone**"). You are responsible for setting up the Datafree Zone and will be liable for all acts and omissions of your End Users on the Datafree Zone. To the extent that you require any assistance from us regarding the settings of the Datafree Zone, you are required to submit to us, in writing, via your Account the details of your Datafree Zone. We will only activate the End Users and the Datafree Zone based on your written instructions. You are solely liable for the websites, applications and specific digital services included in your Datafree Zone (and the data consumed by all End Users accessing the Datafree Zone via your Account).

5.3.   You are responsible for all activities that occur under your Account, regardless of whether the activities are undertaken by you, your End Users, your employees or a third party (including your contractors or agents) and, except to the extent caused by our breach of these Terms, we are not responsible for any unauthorised access to, or use of, your Account. You will contact us immediately if you believe an unauthorised third party may be accessing and/or using your Account or if your Account information is lost or stolen.

5.4.   You must comply with all applicable international, federal, state and local treaties, laws, rules, regulations and ordinances in connection with the access and use by you of the Services, including without limitation, data and privacy laws. You must establish maintain and implement a privacy policy which complies with applicable data and privacy laws.

5.5.   You are responsible for End Users' use of the Customer Services and as applicable, the Services. You must notify Datafree Technologies promptly if you become aware of any End User engaging in (or if you believe any End User has or is engaging in) any activity that is unlawful, fraudulent, malicious or violates the rights of any third party or breaches this Agreement. We may ask you to terminate such End User's

6.   Usage Restrictions and Acceptable Use

6.1.   You may access and use the Services only for legal, authorised, and acceptable purposes. You will not use (or assist others in using) the Services and/or the Datafree Technology in ways that: (a) violate, misappropriate, or infringe the rights of Datafree Technologies, our users, or others, including privacy, publicity, intellectual property, or other proprietary rights; (b) are illegal, obscene, defamatory, threatening, intimidating, harassing, hateful, racially, or ethnically offensive, or instigate or encourage conduct that would be illegal, or otherwise inappropriate, including promoting violent crimes; (c) allow, facilitate or support criminal activity of any kind, including but not limited to, money laundering, terrorist financing, illegal gambling operations or malicious hacking or; (d) allow or incite any form of abusive activity, including but not limited to, imposing an unreasonable or disproportionately large load on our infrastructure, or otherwise taking any action that may negatively affect the performance of the Services and/or our reputation.

6.2.   You must not (or assist others to) access, use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sublicense, transfer, display, perform, or otherwise exploit our Services in impermissible or unauthorised manners, or in ways that burden, impair, or harm us, our Services, systems, our users, or others, including that you must not directly or through automated means: (a) reverse engineer, alter, modify, create derivative works from, decompile, or extract code from our Services and/or access, use or copy any part of the Services to directly or indirectly develop, promote or support any product or service that competes with the Services (or a substantial part thereof) in a manner that infringes our intellectual property rights; (b) copy, sub-license, sell, assign, transfer, loan, lease or distribute any of the Datafree

Services or Datafree Materials; (c) send, store, or transmit viruses or other harmful computer code through or onto our Services; (d) gain or attempt to gain unauthorised access to our Services or systems; (e) interfere with or disrupt the integrity or performance of our Services; (f) create accounts for our Services through unauthorised or automated means; (g) collect the information of or about our users in any impermissible or unauthorised manner; (h) sell, resell, rent, or charge for our Services; or (i) distribute or make our Services available over a network where they could be used by multiple devices at the same time; (j) remove any identification, patent, trade mark, copyright or other notice from the Services or Datafree Materials; (k) interfere with or disrupt the integrity or performance of the Datafree Services or Third Party Services; (l) disclose or publish, without Datafree Technologies's prior written consent, performance or capacity statistics or the results of any benchmark test performed on the Datafree Services; (m) use the Services, including to deliver the Customer Services, in any manner that violates any law, rule, regulation or any other legal or regulatory requirement imposed by any government agency; or (n) use, reproduce, distribute or permit others to use, reproduce or distribute any Datafree Materials for any purpose other than as expressly permitted by this Agreement.

6.3. You acknowledge and agree that except for the rights and licences expressly granted under these Terms, Datafree Technologies retains all right, title and interest in and to the Datafree Technology, the Services, the Datafree Materials, the Datafree Marks and any derivatives, modifications or improvements thereof. Nothing in these Terms or otherwise shall be construed as conferring upon you by implication, operation of law, estoppel or otherwise, any other licence or right.

6.4. Datafree Technologies is the owner of the Datafree Marks and all goodwill in the Datafree Marks. You must not use any of the Datafree Marks without our prior written consent. All goodwill arising from your use of the Datafree Marks pursuant to our consent will vest in us. You must not do anything that, in our reasonable opinion, is likely to adversely affect our title in or to the Datafree Marks or the goodwill or reputation in the Datafree Marks.

6.5. You must not directly or indirectly: (a) make any use of any logo or trade mark similar to, or which might mislead or cause confusion with, any of the Datafree Marks; or (b) register or apply for registration of the Datafree Marks or any names or marks, incorporating, or which are substantially identical or deceptively similar to, any of the Datafree Marks.

6.6. For purposes of this clause 6:

6.6.1. "**Datafree Marks**" means any trademarks, service marks, service or trade names, logos, and other designations of Datafree Technologies and its related bodies corporate that we may make available to you in connection with these Terms or the Datafree Services.

6.6.2. "**Datafree Materials**" means the Services Documentation, any content embodied in or used in connection with the implementation, operation, maintenance or provision of the Datafree Services and all intellectual

property rights embodied therein (and all derivative works, improvements, updates, modifications or translations thereof).

6.6.3. "**Services Documentation**" means the developer guides, getting started guides, user guides, quick reference guides, and other technical and operations manuals and specifications for the Services, in written and electronic form, made available from time to time on Datafree Technologies's website.

7. Application of the Protection of Personal Information Act, 2013

7.1. For purposes of this clause 7, we shall refer to the Protection of Personal Information Act, 2013 as the **POPI Act** and all capitalised terms in this clause 7, shall have the meanings given to them in the POPI Act.

7.2. Each party shall Process Personal Information insofar as it relates to the Services in accordance with the provisions of the POPI Act.

7.3. We agree that when we Process any Personal Information on your behalf, that we shall act as an Operator for and on your behalf, insofar as you provide Personal Information to us, through your access to and use of the Services. To this end:

7.3.1. these Terms constitute the written agreement between you, as the Responsible Party, and us, as the Operator, for purposes of section 21(1) of the POPI Act;

7.3.2. we shall establish and maintain the security measures required by section 19 of the POPI Act; and

7.3.3. we shall notify you immediately where there are reasonable grounds to believe that the Personal Information of a Data Subject has been accessed or acquired by any unauthorised persons, in the manner contemplated in section 21(2) of the POPI Act; and

7.3.4. you warrant to, and in favour of, us that all Personal Information provided to us pursuant to these Terms and/or for the access to and/or use of the Services was Processed by you in accordance with the POPI Act, including, but not limited to the Personal Information of End Users that you provide to us.

7.4. You indemnify and hold us harmless from any and all losses arising from any claim or action brought against us arising from, or due to, your breach of your obligations pursuant to this clause and/or the POPI Act.

7.5. We may suspend your access to and use of the Services as a result of your breach of this clause and/or the POPI Act, until such time as you have remedied your breach.

8. Termination and/or suspension of your Account our duties and obligations

8.1. Either party may terminate these Terms for any reason by providing at least 30 days' written notice to the other party.

8.2. We may terminate these Terms and your access to, and use of, the Services with immediate effect on written notice to you if:

8.2.1. a force majeure event affecting us occurs, that prevents us from rendering the Services and/or making available the Datafree Technology;

8.2.2. if we believe, acting reasonably, that providing the Services to you, could create a substantial economic or technical burden or material security risk for us; or

8.2.3. in order to comply with applicable law or a request of any government agency.

8.3. Upon termination of this Agreement for any reason:

8.3.1. any licence and all rights granted to you under this Agreement immediately terminate and we will discontinue the provision of the Services; and

8.3.2. you remain responsible for all Fees payable in respect of the period up to the date of termination.

8.4. We may suspend your access to and/or use of the Services (or any part thereof) if it is necessary to investigate whether we are entitled to terminate these Terms and/or your access to and/or use of the services, provided that The suspension shall not be for more than 30 days;

8.5. Upon suspension of the provision of some or all of the Services to you:

8.5.1. you remain responsible for all Fees payable in respect of the period up to the date of suspension for the suspended Services;

8.5.2. you remain responsible in accordance with these Terms for all Fees payable in respect of the Services that have not been suspended;

8.5.3. these Terms otherwise continue to apply in respect of the Services that have not been suspended; and

8.5.4. we may, in our sole discretion, recommence the provision of the suspended Services to you, in which case, these Terms will apply in respect of the recommenced Services.

8.6. If we terminate, suspend or disable your account for a violation of our Terms and Conditions, you will not create another account without our permission.

9. Datafree Technologies Warranties

9.1. Datafree Technologies represents and warrants to you that (a) it has full power and authority to enter into these Terms and to perform its obligations under it and (b) the Services will conform substantially to the specifications set out in the applicable Services Documentation. However, Datafree Technologies does not warrant that use of the Services will be error-free or not interrupted.

9.2. Datafree Technologies provides no warranties in relation to the Services if any of the Services provided to you are used in material variation from these Terms or the Services Documentation, any Services has been modified without our prior written consent, or any defect has been caused by any of your or a third party's equipment, software or services.

9.3. To the extent permitted by applicable law, your sole and exclusive remedy in the event of a breach by Datafree Technologies of its warranties pursuant to this clause 9 is, at the option of Datafree Technologies, for Datafree Technologies to re-perform the affected Services or refund to you the Fees you have actually

paid for the affected Services during the month in which the relevant breach occurred.

10.   Customer Warranties

You represent and warrant to Datafree Technologies that: (a) you have full power and authority to agree to these Terms constituting the agreement between us and to perform your obligations under it and, if you are accepting this Agreement on behalf of a company or other entity, you have full power and authority to bind that entity to these Terms and (b) you own or have a licence to all right, title, and interest in and to the Customer Systems, Customer Services and/or Customer Data and to grant the licences under these Terms. .

11.   Disclaimers

11.1.   You use the Services at your own risk and subject to the following disclaimers.

11.2.   We are providing the Services on an "as is" and voetstoots basis without any express or implied warranties, other than what is expressly set out in clause 9 including, but not limited to, warranties of merchantability, fitness for a particular purpose, title, non-infringement, and freedom from computer virus or other harmful code. We do not warrant that any information provided by us is accurate, complete, or useful, that the Services will be operational, error-free, secure, or safe, or that the Services will function without disruptions, delays, or imperfections.

12.   Indemnification

12.1.   You indemnify and hold harmless, Datafree Technologies and its related bodies corporate, and each of their respective, employees, officers, directors, agents, contractors, advisers and representatives (each, a "**Datafree Technologies Indemnified Party**") from and against all claims, liabilities, losses, damages, costs and expenses incurred by any of them in connection with:

12.1.1.   any breach of these Terms by you or an End User or any other third party using your Account;

12.1.2.   your or an End User's or any other third party's (using your Account) access or use of the Services in breach of these Terms or in violation of any applicable laws;

12.1.3.   any claim by an End User; or

12.1.4.   any claim for breach of intellectual property or other rights in relation to the Customer Systems, Customer Services and/or Customer Data, in each case, except the extent that such claim, liability, loss, damage, cost or expense is caused by a Datafree Technologies Indemnified Party.

13.   Limitation of liability

13.1.   Neither Datafree Technologies nor any of its related bodies corporate be liable to you or any End User for any damages, including lost profits or consequential, special, punitive, indirect, or incidental damages relating to, arising out of, or in any way in connection with the use of the Services.

13.2. Our aggregate liability relating to, arising out of, or in any way in connection with any claim, these Terms and/or our Services shall be limited to the aggregate fees you have paid to us for the use of the Services in the 12 months preceding the loss-causing event. The limitation of our liability will apply to the maximum extent permitted by applicable law.

14. **Notice in terms of the Electronic Communications and Transactions Act, 2002 ("ECTA")**

In terms of section 43(1) of the ECTA, Datafree Technologies, as a supplier of services by way of an electronic transaction, must make the following information available to consumers:

ECTA Requirement	Datafree Technologies's details	
Full name and legal status	Datafree Technologies SA (Pty) Ltd, a private limited liability company incorporated in the Republic of South Africa.	
Physical address for service of legal process	FutureSpace, 2 Bruton Road, Block A, Nicol Main Office Park, Bryanston 2191	
Telephone number	010 300 0826	
Web site address	https://datafree.tech/about/	
E-mail address	info@datafree.tech	
Office Bearers	**Director:**	Gour Lentell
	Information Officer:	Jeremy George

15. **Confidentiality**

15.1. In these Terms, "**Confidential Information**" means, in respect of a party, all confidential information relating to that party including information in relation to that party's operations, business, products, services, employees, customers and suppliers and the terms of this Agreement, whether in documentary or electronic form, that is not generally available to the public at the time of disclosure other than by reason of a breach of these Terms or another confidentiality obligation, or that is in fact, or should reasonably be regarded as, confidential to that party, but does not include information which is available in the public domain unless that information enters the public domain as a result of a breach of confidence by the other party.

15.2. Each party that receives Confidential Information ("**Recipient**") acknowledges that the Confidential Information disclosed by the other party ("**Discloser**") constitutes the Discloser's valuable and proprietary information and that any unauthorised disclosure or use of the Discloser's Confidential Information could result in considerable damage being suffered by the Discloser.

15.3. A Recipient must (a) at all times maintain the confidentiality of the Discloser's Confidential Information and not directly or indirectly disclose or communicate the Discloser's Confidential Information to any third party without the Discloser's prior written approval (except to such of its employees, directors, officers, agents, advisers, contractors or representatives who have need to know such Confidential Information and who have agreed to maintain the confidentiality of the Confidential Information); (b) not use any or all of the Discloser's Confidential Information for any reason other than the performance of the Recipient's obligations under this Agreement; (c) not copy, reproduce or take extracts of any of the Discloser's Confidential Information except to the extent necessary to perform the Recipient's obligations under this Agreement; and (d) do all things necessary to safeguard the confidentiality of the Discloser's Confidential Information.

15.4. These Terms do not prevent a Recipient from disclosing the Discloser's Confidential Information if that disclosure is required by applicable law or the rules of a stock exchange. A Recipient must give the Discloser notice of any such disclosure and the opportunity to take such action as the Recipient reasonably requires to contest the disclosure and/or seek confidential treatment of the Discloser's Confidential Information.

16. Notices

16.1. Our address for all notices shall be 2nd Floor, 50 Harrington Street, Zonnebloem, Cape Town 7925 and info@datafr.ee. Your address for all notices shall be as set out in your Account setup documentation or associated with your Account).

16.2. Any notice or communication required or permitted to be given in terms of these Terms shall be valid and effective only if in writing, but it shall be competent to give notice by email.

16.3. Any notice to a Party contained in a correctly addressed envelope and (a) sent by prepaid registered post to it at its chosen address; or (b) delivered by hand to a responsible person during ordinary business hours at its chosen address, shall be deemed to have been received, in the case of registered post, on the 10th day after posting (unless the contrary is proved) and, in the case of hand delivery, on the day of delivery.

16.4. Any notice by email to a party at its email address shall be deemed, unless the contrary is proved, to have been received within 4 hours of transmission where it is transmitted during normal business hours or within 24 hours of the opening of business on the first business day after it is transmitted where it is transmitted outside those business hours.

16.5. Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by a party shall be an adequate written notice or communication to that Party notwithstanding that it was not sent to or delivered at that Party's chosen address.

16.6. All communications and notices to be made or given pursuant to this Agreement must be in the English language.

17. Breach

17.1. Should any party commit a breach of any of the provisions of these Terms and fail to remedy that breach within 10 days after receipt from any other party of written notice calling upon it so to do, then the party aggrieved by that breach will be entitled, in addition to and without prejudice to any right it may have as a result of that breach, either to (a) enforce specific performance of these Terms or (b) cancel these Terms and recover such damages as it may have sustained.

17.2. Cancellation of these Terms shall automatically terminate your access to and use of the Services.

17.3. The remedies in this clause shall not be exhaustive and shall be in addition and without prejudice to any others they may have under or in consequence of these Terms.

18. Dispute Resolution

18.1. Other than a Fee Dispute and a claim for payment of Fees due, owing and payable, any other dispute between the parties in regard to any matter arising out of these Terms and/or the interpretation of these Terms or their respective rights and obligations under these Terms or the termination or cancellation of these Terms or any other matter arising out of these Terms, shall be submitted to and determined by arbitration. Such arbitration shall be held in Johannesburg unless otherwise agreed to and shall be held in a summary manner with a view to it being completed as soon as possible.

18.2. There shall be one arbitrator whose appointment shall be agreed upon between the parties, but failing agreement between them within a period of 10 business days after the arbitration has been demanded, either of the parties shall be entitled to request the chairperson for the time being of the Johannesburg Bar Council to make the appointment who, in making his appointment, shall have regard to the nature of the dispute.

18.3. The decision of the arbitrator shall be final and binding on the parties, and may be made an order of any court of competent jurisdiction. Each of the parties hereby submits itself to the jurisdiction of the Gauteng Local Division of the High Court of South Africa, Johannesburg, should the other party wish to make the arbitrator's decision an order of that Court.

19. Governing Law and Jurisdiction

19.1. The laws of the Republic of South Africa govern these Terms, your access to and use of the Services, as well as any disputes between us in relation thereto, to the exclusion of any conflict of laws principles.

19.2. We may institute legal proceedings which might arise out of or in connection with a claim for payment of Fees due, owing and payable in any magistrate's court in South Africa having jurisdiction in respect of you, notwithstanding that the claim or the value of the matter in dispute might exceed the jurisdiction of such magistrate's court.

19.3. You hereby consents to the jurisdiction of the magistrate's court for the purpose of any proceedings instituted by or against you in terms hereof.

20.   General Legal Provisions

20.1. **Entire Agreement.** These Terms and Conditions constitute the entire agreement between us regarding the Services.

20.2. **Import and Export Compliances.** Each party will comply with all applicable import, re-import, export, and re-export control laws and regulations, including country-specific economic sanctions programs. For clarity, you are solely responsible for compliance related to the manner in which you choose to use the Services, including your transfer and processing of any of Customer Data, and the provision of Customer Services to End Users.

20.3. **Waiver of rights.** No waiver of any right under these Terms, shall be effective unless reduced to writing and signed by a duly authorised representative of each of us. No indulgence granted by Datafree Technologies shall constitute a waiver of any of its rights under these Terms and accordingly, Datafree Technologies shall not be precluded, as a consequence of having granted that indulgence, from exercising any rights against the other which may have arisen in the past or which may arise in the future.

20.4. **No Transfer of Rights.** You may not transfer any of your rights or obligations under these Terms to any third party. Datafree Technologies shall be entitled to transfer its rights and/or obligations to a third party on written notice to you.

20.5. **Costs.** All costs, charges and expenses of any nature whatever which may be incurred by Datafree Technologies in enforcing its rights in terms of these Terms, including legal costs on the scale of attorney and own client and collection commission, irrespective of whether any action has been instituted, shall be recoverable on demand from you.

20.6. **Severability**. Each of the provisions of these Terms shall be considered as separate terms and conditions and in the event that these Terms are affected by any legislation or any amendment thereto, or if the provisions herein contained are by virtue of that legislation or otherwise, held to be illegal, invalid, prohibited or unenforceable, then any such provisions shall be ineffective only to the extent of the illegality, invalidity, prohibition or unenforceability and each of the remaining provisions hereof shall remain in full force and effect as if the illegal, invalid, prohibited or unenforceable provision was not a part hereof.

20.7. **Feedback.** We always appreciate your feedback or other suggestions about our Services, but you understand that we may use your feedback or suggestions without any obligation to compensate you for them (just as you have no obligation to offer them).