

GENERAL TERMS AND CONDITIONS OF USE: CRUZLOG WEBSITE AND APPLICATION

1. INTRODUCTION

- 1.1. These General Terms and Conditions of Use ("**General Terms and Conditions**") are applicable to the access and utilisation of CruzLog's Website, Application and/or its services. These General Terms and Conditions, together with the Privacy Policy and PAIA Policy form this Agreement ("**the Agreement**").
- 1.2. The Website/Application is owned and operated by Cruz Log (Proprietary) Limited t/a CruzLog ("**CruzLog**", "**the Company**", "**we**", "**us**" or "**our**"), a private company registered in the Republic of South Africa under company registration number: 2020/962643/07 (and includes any of its subsidiaries, sister, related or associated companies; together with its successors-in-title and all subsidiaries, affiliates and assigns).
- 1.3. CruzLog has established a mobile application ("**Application**") aimed at the cruising industry. The Application provides passengers with a simplified and user-friendly platform to review the various elements of their cruising experience, and to create and maintain a cruise log / diary that enables them to record events or notes about a particular element of their cruise, as well as a value-added service where cruise and/or cruise related services will be advertised to or accessible through third-party links by the user ("**Services**"). The metadata generated from the reviews will be supplied to various role players within the cruising industry in the aim of providing feedback on the service or on other elements of any particular cruise. This information can be utilised by cruise companies to improve their services or other elements of the particular cruise, and can be utilised by agents and customers to compare cruises.
- 1.4. Please read the terms and conditions contained herein carefully, as it forms a legally binding agreement between yourself and CruzLog. Any User should refrain from using, or continuing to access the Services and/or from using the Website/Application unless he/she/it fully understands the terms and conditions of the Agreement and considers themselves bound to the provisions thereof. If you do not agree to the terms contained in this Agreement, you are not permitted to use or access the Services and/or Website/Application and you must immediately cease downloading, installing or using same.

- 1.5. You shall not be authorised to use the Website/Application unless you have accepted the Agreement with CruzLog. By accessing or using the Website, signing up to use the Application, and accessing/using any information, content, service, feature or resources available or accessible through the Website / Application, the User confirms that he/she/it: (i) agrees to be bound to the Agreement, and any amendments and additions thereto made from time to time; (ii) represents to be of legal age and/or majority to form a binding contract; and (iii) represents that they have the requisite authority to conclude this Agreement personally, and if applicable, on behalf of any juristic entity, organisation or other legal entity on whose behalf you access and use the Services, Website and/or Application.
- 1.6. You agree that by using the Services, you consent to the use and collection of your Personal Information in terms of the Privacy Policy.
- 1.7. This Agreement may be altered from time to time without any prior notice to the User. All users bear the responsibility of checking these terms from time to time, as the use of the Website/Application and/or Services is subject to the terms and conditions applicable on the date and time of use. The current terms and conditions are applicable as at August 2021.
- 1.8. The use of the Application will also be subject to the rules applied by Apple Inc. and Google Inc. with respect to the use of their respective stores respectively located at <https://www.apple.com/itunes> ("**Apple Store**") and <https://play.google.com/store> ("**Play Store**"). It is the responsibility of the User to familiarise themselves with these rules and to guide their conduct accordingly.
- 1.9. In the event that the User experiences any technical issues, or wishes to contact the company regarding this Agreement, it can do by contacting us at info@cruzlog.com.

IT IS HEREBY AGREED AS FOLLOWS:

2. INTERPRETATION

- 2.1. In this Agreement, unless the context requires otherwise:-
 - 2.1.1. the singular shall import and include the plural and vice versa;
 - 2.1.2. words indicating one gender shall import and include the other genders;

- 2.1.3. words indicating natural persons shall import and include artificial/juristic persons;
 - 2.1.4. the headnotes to this Agreement are used for the sake of convenience only and shall not govern the interpretation of the clauses to which they relate.
- 2.2. Unless such meaning is inconsistent with the context, the following terms shall, throughout these General Terms and Conditions of Use, have the meanings respectively ascribed to them, namely:-
- 2.2.1. “**Agreement**” means these General Terms and Conditions of Use, and where the context allows, including the Privacy Policy and PAIA Manual of the Company, as may be amended from time to time;
 - 2.2.2. “**Application**” means software designed by the Company to run on a mobile device, such as a mobile phone or tablet, and for these purposes, refers to the software in which the Services are provided to the User, and as downloadable from the Apple Store or Play Store, which may be updated or amended from time to time;
 - 2.2.3. “**Intellectual Property**” means all of the Company's confidential business and technical information, data and documents necessary or useful for the carrying on by Company of its business, which shall include, but shall not be limited to operating procedures, quality control procedures, approximate operating personnel requirements, descriptions and trade names and trademarks, know-how techniques, technology, information relating to its clients, customers, suppliers, business associates, relevant authorities, copyright, trade secrets and all goodwill relating to the business and any other intellectual property rights, technical data and documents in whole or in part, used by the Company in respect of its business;
 - 2.2.4. “**Laws**” means all laws of any relevant jurisdiction, whether constitutional, statutory or common law, national or provincial statutory instruments, municipal government by-laws, notices, regulations, ordinances, directives, orders or judgments of any court, tax or administrative or regulatory authority, central government, provincial government, municipal or any other body, ministry or department, practice of any government department,

and/or any pricing mechanism, and "**Law**" shall have a corresponding meaning;

2.2.5. "**Personal Information**" shall bear the meaning ascribed to it in the Protection of Personal Information Act No. 4 of 2013, as amended from time to time, and includes the information which the User shares with the Company in the process of Registration or while accessing/using the Services;

2.2.6. "**Privacy Policy**" means the latest privacy policy of the Company, as published on the Website/Application, as amended from time;

2.2.7. "**Parties**" means collectively the Company and the User, as the context may indicate, and "**Party**" shall bear reference to either the Company or the User, as the context will indicate;

2.2.8. "**Registration**" shall mean the registration process followed to sign up to use the Application;

2.2.9. "**Services**" means the provision of the Website/Application by the Company and the functionality of logging and reviewing cruise services and receiving cruise related information services and/or products available to Users, including a value-added service where cruise and/or cruise related services will be advertised to or accessible through third-party links by the user, and as additionally defined herein throughout;

2.2.10. "**User**" means the person using or accessing the Website/Application or Services;

2.2.11. "**Website**" means the website at www.cruzlog.com, as updated from time to time;

2.3. Certain terms of phrases applicable to this Agreement have been defined throughout.

2.4. If any provision in a definition is a substantive provision conferring any right or imposing any obligation on any party, then notwithstanding that it is only in the interpretation clause, effect shall be given to it as if it were a substantive provision in this Agreement.

- 2.5. The eiusdem generis rule shall not apply and accordingly, whenever a provision is followed by the word/s "including" or "includes" or "in particular" or "inter alia" (but to mention a few) and specific examples, such examples shall not be construed so as to limit the ambit of the provision concerned.
- 2.6. Any reference to legislation is to that legislation as at the date of issuance of this Agreement, as amended or replaced from time to time, and includes all regulations and schedules to such legislation.
- 2.7. This Agreement, and any dispute of whatsoever nature relating to or arising out of this Policy, whether directly or indirectly is governed by South African law (unless stated otherwise herein throughout), without giving effect to any principle of conflict of laws.
- 2.8. The Company's failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such a right or provision.
- 2.9. No provision herein will be construed against or interpreted to the disadvantage of a party by reason of such Party having or being deemed to have structured, drafted or introduced such provision.
- 2.10. No latitude, extension of time or other indulgence which may be given or allowed by the Company in respect of the performance of any obligation hereunder or the enforcement of any right arising from the Agreement shall be construed to be an implied consent by the Company or to operate as a waiver or a novation of, or otherwise affect any of the Company's rights in terms of, or arising from this Agreement, the Company from enforcing, at any time and without notice, strict and punctual compliance with each and every provision or term hereof.
- 2.11. In the event that any of the provisions of this Agreement are found to be invalid, unlawful or unenforceable, such terms shall be severable from the remaining terms, which shall continue to be valid and enforceable.
- 2.12. The expiration, cancellation or other termination of this Agreement shall not affect those provisions of this Agreement which expressly provide that they will operate after such expiration, cancellation or other termination or which of necessity must continue to endure after such expiration, cancellation or other termination, notwithstanding that the relevant clause may not expressly provide for such continuation.

- 2.13. This Agreement constitutes the whole Agreement between the Parties and supersedes any discussions, prior agreements and/or understandings regarding the subject matter hereof, in relation to the subject matter hereof.
- 2.14. To the extent permissible by law no Party shall be bound by any expressed or implied term, representation, warranty, promise or the like that is not recorded herein, whether it induced the contract and/or whether it was negligent or not.
- 2.15. In the event that the User commits any breach of the Agreement or in the event that the Company is required to take any legal action, the User agrees and undertakes to pay the Company's costs as between attorney and own client.
- 2.16. The Company shall be entitled to cede, assign and delegate all or any of its rights and obligations in terms of this Agreement.
- 2.17. The Company shall not be liable by reason of failure to fulfil any obligations in terms of this Agreement if such failure is occasioned by force majeure including any act, omission or event beyond the reasonable control of the Company.
- 2.18. Should the Company be prevented from fulfilling any of its obligations as a result of any event of force majeure, then those obligations shall be deemed to have been suspended to the extent that and for as long as the Company is so prevented from fulfilling them and the User's corresponding obligations shall be suspended to the corresponding extent.

3. INTELLECTUAL PROPERTY RIGHTS

- 3.1. The entire content of the Website/Application (including all information, names, logos, registered domain names and other graphics), whether registered or unregistered, is protected by the Copyright Act No. 98 of 1978, the Trade Marks Act No. 194 of 1993, as well as all applicable national and international copyright and trademark legislation.
- 3.2. All trademarks, content, trade names, and logos are proprietary to CruzLog or used by CruzLog under license from the owner. Nothing contained on the Website or in the Application should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark without the written permission of the Company.

- 3.3. You are only permitted to view, print or store electronically a copy of any information on the Website/Application solely for your personal, lawful and non-commercial use. No copyright, trademark or other proprietary notices or portions thereof may be removed from the Website/Application, or from any other place where same is recorded.
- 3.4. Any unauthorised use, reproduction, modification and/or distribution of any of the material contained on the Website/Application is strictly prohibited and will constitute an unlawful infringement of CruzLog's or the licensor's rights. You may not otherwise reproduce, modify, copy or distribute or use for commercial purposes any of the materials or content on the Website/Application without the explicit written consent from the Company.
- 3.5. All rights not expressly specified in this Agreement are strictly reserved.

4. LICENSE

Subject to this Agreement, the Privacy Policy and the App Store Rules and Play Store Rules (as applicable), the Company grant to the User a non-exclusive, non-transferable, non-sublicensable, personal, limited, revocable license to use the Application to access or perform the Services. Any other use of the Application is strictly prohibited. The Company reserves all rights in and to the Application. The Company reserves the right to revoke this license at any time, in its sole discretion.

5. REGISTRATION PROCESS

- 5.1. The User is able to register on the Website / Application by providing necessary information/documentation, as indicated during the sign-up process. To register as a User, you must provide a unique username and password.
- 5.2. The Personal Information required at registration, includes, your name, email address, phone number, residential / postal address, booking particulars, and other personal information relating directly or indirectly to you, or capable of identifying you. Your submission of Personal Information is subject to the Privacy Policy.
- 5.3. The User agrees to provide correct, up-to-date information and to comply with any reasonable identification and authentication requirements and/or requests by The

Company. The User further agrees to keep its information up to date and to update same promptly, in order to remain correct at all times.

- 5.4. The User warrants that the information it provides is accurate and not deceptive, misleading, irrelevant, unlawful or fraudulent in any manner, and will not breach the rights of any third party, and is made in compliance with all applicable and relevant laws and regulations governing such information.
- 5.5. You may not become a User if you are below the age of 18 (eighteen) years and do not have the requisite legal capacity to conclude the Agreement. The Services are not intended for use by persons under the age of 18 (eighteen) years. The Company will not knowingly collect Personal Information for persons under the age of 18 (eighteen) years.
- 5.6. Once registration has been successful, the User can gain access to their account and use the Application or access the Services by completing their chosen username and password, through the Website/Application's login page.
- 5.7. Unless otherwise permitted by the Company, in writing, the User may only possess one account.
- 5.8. The User is responsible for all activities that occur under their account.

6. PURPOSE AND USE OF THE WEBSITE/APPLICATION

- 6.1. The Application is aimed at providing cruise passengers with a user-friendly platform to review and supply feedback regarding their experience and travels on a cruise, which feedback will be anonymously provided to the particular cruise company which they travelled with, or to the industry, in general.
- 6.2. Through the Application, the User can provide feedback by selecting particular emoticons in relation to certain categories, services or elements of the cruise experience, and which have been made available for review. These categories, services or elements of the cruise experience have been generated by the Company, and will guide the User on elements available for review by the User.
- 6.3. In addition thereto, the User can log certain comments and images in relation to any aspect of their cruise experience on the Application. This allows users to have a

reference point when comparing cruises and post-cruise services when selecting to travel again or can serve as a means of journaling the trip for the personal reference of the User.

- 6.4. The Application/Website will also be used to market cruise or industry related material to the User, and the User specifically consents to receiving such cruise or industry material.
- 6.5. The Application/Website's functionality will broaden over time in line with market and consumer feedback.

7. TERMS AND CONDITIONS OF USE: WEBSITE/APPLICATION

7.1. General

7.1.1. The User agrees:

- 7.1.1.1. not to use the Website/Application in any unlawful manner, for any unlawful or criminal purpose, or in any manner inconsistent with this Agreement, or to act fraudulently or maliciously, including, by gaining unauthorised access to, inserting malicious code or to impair any aspect thereof, including viruses, or harmful data, onto the Website/Application;
- 7.1.1.2. not to use the Website/Application to record, post or transmit any information that is defamatory, threatening, abusive, offensive, obscene, indecent, discriminatory or is otherwise objectionable, unlawful or infringes on the Company's or any third party's rights;
- 7.1.1.3. not to use the Website/Application in a way that could damage, disable, overburden, impair or compromise our systems, security or interfere with other users, or restrict or inhibit any other users from using the Website/Application (including by gaining unauthorised access to or defacing the Website/Application);
- 7.1.1.4. not to collect or harvest any information or data from the Website/Application or the Company's systems or attempt to

decipher any transmissions to or from the servers running the Website/Application, without our prior written consent;

- 7.1.1.5. not to reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly permitted by the Company;
- 7.1.1.6. not to decompile, reverse engineer or disassemble, or link to, mirror or frame any part of the Website/Application or Services except as may be permitted by applicable law;
- 7.1.1.7. not to cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion thereof or unduly burdening or hindering the operation and/or functionality of any aspect of the Website/Application or Services;
- 7.1.1.8. that the Company has the right to suspend or terminate the User's access to all or parts of the Services and/or the Website/Application, if the content published, loaded or logged by the User is deemed by the Company, in its sole discretion, to be harmful in anyway, or in the event of a breach of this Agreement; and
- 7.1.1.9. to indemnify the Company against any loss, liability, damage or expense of whatever nature which the Company or any third party may suffer which is caused by or is attributable to, whether directly or indirectly, a breach by the User of any of the warranties and/or provisions of this Agreement.

7.2. **Accessibility**

- 7.2.1. From time to time, updates to the Application may be made available through the Apple Store or the Play Store. Depending on the update, and whether you utilised the Apple Store or Play Store to download and access the Application, the User may not be able to use the Application until she/he/it has installed the latest version thereof.

- 7.2.2. The Company reserves the right to change or discontinue without notice, any aspect or feature of the Website/Application and any Services, information, data or content of the Website/Application.
- 7.2.3. The Application may be downloaded and used on the User's personal device for personal purposes only. In the event that the Application is downloaded onto another device that is not owned by the User, the User must have the owner's permission to do so, and warrants that it does have the requisite permission should this be the case.
- 7.2.4. The User is responsible for obtaining the data network access necessary to use the Services or Website/Application. The mobile network's data and messaging rates and fees may apply if the User accesses the Services or Website/Application, and the User shall be responsible for such rates and fees.
- 7.2.5. The User is responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services or the Website/Application and any updates thereto. The Company does not guarantee that the Services or the Website/Application, or any portion thereof, will function on any particular hardware or devices.
- 7.2.6. The Services or the Website/Application may be subject to malfunctions and delays inherent in the use of the internet and electronic communications which the Company will not be responsible for.

7.3. **Third Party Content/External Links**

- 7.3.1. The Website/Application may contain links to independent third-party websites or other applications. These websites or applications are not under the control of the Company, and the Company is not responsible for and does not endorse or monitor the content or privacy policies (if any) relating to any particular third-party site or application. The Company makes no representations or warranties, either expressly or by implication, and accepts no responsibility for the content, accuracy, completeness or otherwise, of any third-party site or application.
- 7.3.2. Use of or reliance on any third-party site application, or any link, is at the User's own risk.

7.4. **Advertising and Sponsorship**

- 7.4.1. Advertising and other promotional material of third parties may appear on our website from time to time. We do not necessarily endorse any such third party or any such third-party products and/or the services which are offered.
- 7.4.2. Any advertisers and sponsors are solely responsible for ensuring that material submitted for inclusion on our Website/Application complies with all relevant laws and applicable regulations.
- 7.4.3. We will not be responsible for any error or inaccuracy in advertising and sponsorship material. Your reliance on any information contained in such material is entirely at your own risk.
- 7.4.4. We undertake to comply with the direct marketing provisions of the Consumer Protection Act No 68 of 2008 ("CPA") and the CPA regulations, including the provisions relating to the direct marketing, as provided for under the provisions of the CPA.

7.5. **Accuracy, Completeness and Timeliness of Information**

- 7.5.1. All reasonable steps are taken to ensure that all published information on the Website/Application is accurate and up-to-date. We do not, however, warrant that the content or information displayed is always accurate, correct, reliable, complete and/or current.
- 7.5.2. It shall be the User's sole responsibility to determine the accuracy of any of the content contained therein.
- 7.5.3. The User assumes full responsibility for any risk or loss resulting from the reliance on the information on the Website/Application.

7.6. **Security**

- 7.6.1. The Company will implement reasonable technical and organisational measures to protect information processed through or shared through the Website/Application.

7.6.2. The Company cannot guarantee the security of the information processed online, and the User accepts the risk of providing information on the Website/Application.

7.7. Warranties and Disclaimers

7.7.1. The Company does not warrant that any technical aspects of the Website/Application or any material will be free from error or that the Website/Application, material or the server that makes it available are free of viruses or other harmful components.

7.7.2. The User agrees that the use of the Website / Application or Services is done entirely at the User's own risk.

7.7.3. Accordingly, we make no representations or warranties of any kind, whether express or implied.

7.8. Liability

7.8.1. The Company accepts no liability, to the extent permitted by law, for any direct, indirect, incidental, special or consequential loss or damage of any kind whatsoever or howsoever cause arising from the access or use of the Services and/or Website/Application.

7.8.2. The User hereby indemnifies the Company and its partners, affiliates, employees, agents, representatives and third party service providers, and hereby defends and holds each of them harmless from any and all claims and liabilities (including legal costs on an attorney-client scale) which may arise from your submissions, from your unauthorised use of material obtained through the Website/Application, or from your breach of this Agreement, or from any such acts through your use of the Services and/or Website/Application.

8. DISCLAIMERS, INDEMNITY AND LIMITATION OF LIABILITY

8.1. The Company accepts no liability, to the extent permitted by law, for any direct, indirect, incidental, special or consequential loss or damage of any kind whatsoever or howsoever caused arising from the access or use of the Services and/or Website/Application.

- 8.2. The Company shall not be liable to the User for any negligent or innocent misrepresentation.
- 8.3. Any views or statements made or expressed on the Website/Application are not necessarily the views of Company, its directors, employees and/or agents.
- 8.4. The Website/Application may contain information or documents created by, and information from third parties. The third parties are independent parties and do not have any partnership, joint venture or agency relationship with the Company.
- 8.5. The User agrees that, notwithstanding, and in addition to any other provision contained in this Agreement, the Company will not be liable to the User or any other person for any loss, damage, expense, or other amounts incurred, savings foregone, or hardship suffered, by any person however arising (including where the cause cannot be determined), or whether it arose directly or indirectly from any authorised or unauthorised use of, access to, reliance on, or any inability to use or access the Website/Application, the use, reliance or ownership of the Services or as a consequence of such use, access, reliance, or inability to access the Services or Website/Application, for any reason whatsoever.
- 8.6. In addition to the disclaimers contained elsewhere in the Agreement, the Company also makes no warranty or representation, whether express or implied, that the information or files available on the Website/Application are free of viruses, spyware, malware, trojans, destructive materials or any other data or code which is able to corrupt, destroy, compromise, disrupt, disable, harm, jeopardise or otherwise impede in any manner the operation, stability, security functionality or content of the User's computer system, computer network, hardware or software in any way. The User accepts all risk associated with the existence of such viruses, destructive materials or any other data or code which is able to corrupt, compromise, jeopardise, disrupt, disable, harm or otherwise impede in any manner the operation or content of a computer system, computer network, any handset or mobile device, or your hardware or software, save where such risks arise due to the gross negligence or wilful misconduct of the Company, its employees, agents or authorised representatives. The Company thus disclaims all liability for any damage, loss or liability of any nature whatsoever arising out of or in in connection with your access to or use of the Website/Application.

9. TERMINATION

- 9.1. The Company will at all times and for whatever reason, have the sole and exclusive right to suspend or terminate the Services or access to the Website/Application without any prior notification or giving any reason for such termination or suspension.
- 9.2. The Company may restrict access to any part or all of the Website / Application and/or the Services, without notice, and as necessary, in order to adhere to any applicable statute, regulation, or legal requirement; and may restrict access for, *inter alia*, security maintenance or checks, in the event of an immediate or potential security breach or threat, or otherwise. Access to the User's service will be restored in a timely manner once the breach or threat has been identified and resolved.
- 9.3. Should the User wish to voluntarily terminate the Services, The Company will provide the option for the User to export its data prior to the termination of the Services. If such option is not provided, the User must make such request, in writing, by email to info@cruzlog.com prior to the termination of the Services.
- 9.4. If a User breaches this Agreement, the Company reserves the right to suspend or terminate a User's access to the Services at any time, without prejudice to any legal remedy available to it, subject to the conditions of breach as contemplated in the clause below. The termination or suspension of the User's access to the Services for any reason whatsoever shall not prejudice any accrued rights of the Company.
- 9.5. For the avoidance of doubt and without limitation, all provisions limiting the liability of the Company, indemnity provisions, Intellectual Property provisions, and confidentiality provisions shall survive termination of this Agreement, and the provisions of this Agreement shall continue to be binding and enforceable in respect of the above-mentioned provisions.

10. BREACH

- 10.1. If a User commits a breach of this Agreement, and in respect of a breach capable of being remedied, and fails for any reason whatsoever to remedy such breach within 10 (ten) days after delivery of written notice to it setting out the breach in question, the Company shall be entitled without any further formality to, and at its option to:

10.1.1. claim specific performance for any obligation, whether or not the due date for performance has arrived, without prejudice to the Company's right to claim damages;

10.1.2. recover such damages as the Company may be able to prove that it has sustained; and/or

10.1.3. terminate this Agreement in writing with immediate effect, without prejudice to any accrued rights and/or any claim for damages.

10.2. The provisions of this clause are in addition, and without prejudice, to the rights of either Party to terminate this Agreement in accordance with the other terms of this Agreement or any applicable Law.

11. CONTACT DETAILS AND NOTICES

11.1. The Company chooses as its *domicilia citandi et executandi* for all purposes under this Agreement, whether in respect of payments, court process, notices or other documents or communications of whatsoever nature, the following addresses: -

CRUZLOG:

Physical Address: 857 Greenstone Ridge
Emerald Boulevard Greenstone Hill
Johannesburg
Gauteng
1609

Email: info@cruzlog.com

USER:

The address/es and contact details as provided in the registration process, or as amended by the User through its account, will be regard as the legal address or contract details where notices and communications can be delivered.

11.2. Any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective only if given in writing.

11.3. All notices or communications sent:

- 11.3.1. by hand will be deemed to have been received on the date of delivery;
- 11.3.2. by prepaid registered post, will be deemed to have been received 10 days after the date of posting;
- 11.3.3. by email on the date of transmission where it is successfully transmitted during normal business hours of the receiving instrument, and on the next business day where it is successfully transmitted outside those business hours (in the absence of proof to the contrary).

12. GOVERNING LAW AND JURISDICTION

- 12.1. The validity of this Agreement, its interpretation, implementation, enforcement, the respective rights and obligations of the Parties and all other matters arising in any way out of it, or its expiration or earlier termination for any reason whatsoever, shall be governed by and construed in all respects in accordance with the laws of the Republic of South Africa.
- 12.2. The Parties irrevocably consent to the exclusive jurisdiction of the High Court of the Republic of South Africa, Gauteng Local Division, in respect of all proceedings in connection with this Agreement.
- 12.3. The submission to the jurisdiction of the court referred to in this clause shall not be construed so as to limit the rights of either Party to take proceedings against the other Party in any other appropriate forum or court of competent jurisdiction for the purposes of obtaining urgent or interdictory relief.