

## Terms and conditions applicable to all Neotel Applications

### Terms of use

The information, content, services and materials offered by or through any applications made available by Neotel on various applications stores from time to time ("Neotel Apps") are made available subject to the following terms and conditions.

By downloading and/or using a Neotel App, you agree to be bound by, and to comply with, these terms and conditions and any additional or amended terms and conditions that Neotel (Pty) Ltd ("Neotel") may prescribe from time to time.

### No liability

Use of all Neotel Apps are entirely at your own risk.

Whilst every effort has been made by Neotel to ensure the proper performance of the Neotel Apps as well as the accuracy and completeness of the services, data, content and/or information offered on any Neotel App ("the online material"), there may be instances where such online material proves inaccurate or incomplete. Neotel, its affiliated companies, shareholders, directors, suppliers, and/or any of its employees therefore do not guarantee the availability, accuracy and/or completeness of the online material and makes no warranty that the online material will meet your requirements, be uninterrupted, complete, timely, secure and/or error free. Accordingly, Neotel accepts no responsibility for any loss or damage that may be sustained as a result of reliance by any person on the online material contained in the Neotel App.

### Indemnity

To the full extent permitted by law, you indemnify and hold Neotel harmless against all and any loss, liability, actions, suites, proceedings, costs, demands and damages which arises directly or indirectly out of a breach of these terms and conditions by you or arising out of or in connection with the failure, delay, inaccuracy or completeness of the online material or your use of the Neotel App or the online material, (including direct, indirect, special or consequential damages), and whether in an action based on contract, negligence or any other action, or the use of the online material, other than in respect of losses caused by Neotel's gross negligence or intentional misconduct.

### Links

Links to and from this website to other websites belonging to or operated by third parties do not constitute an endorsement by Neotel of such linked websites or their contents nor do they constitute any association by Neotel with their owners or operators. Neotel has no control over such linked websites and is not responsible or liable for any content, goods or services available on or through any such linked websites or for any damage, damages or loss caused or alleged to be caused by or in connection with your use of or reliance on any such content, goods or services

available on or through any such linked websites. You agree that where you access linked websites, you do so entirely at your own risk.

## Other Terms and Conditions

Certain services referred to and/or offered on the Neotel App are subject to additional terms and conditions as indicated on that part of the website (see Legal) and your use of those services will also be subject to those additional terms and conditions governing those relevant services. To the extent that those additional terms and conditions conflict with these terms and conditions, then those additional terms and conditions shall take precedence.

## Ownership of material

All material found on the Neotel App, unless otherwise noted, is owned by Neotel. Other than as stated in the paragraph below, you are not permitted to copy, reproduce, or use any such material without our prior written consent.

You may only download, view and print material found on the Neotel App restrictively for your own personal use and only for non-commercial purposes. This permission does not extend to the source code of the Neotel App or to the source code of any software or computer program that forms part of the material.

## Amendments

Neotel reserves the right to amend these terms and conditions at any time. You acknowledge that, by using the Neotel App from time to time, you will become bound to the current version of these terms and conditions and, unless stated in the current version, all previous versions will be superseded by the current version. You are responsible for reviewing the then current version each time that you utilise the Neotel App.

## Use of Personal Information

For details regarding the use of your personal information, please see Neotel's Privacy Policy, which is also available on [www.neotel.co.za](http://www.neotel.co.za).

## Costs

You may incur and be liable for download charges when browsing or downloading the Neotel App (at the rate and on the terms and conditions applicable to your internet connectivity). The price of the Neotel App (should there be a price) shall be separate from the charges you will incur when browsing or downloading the Neotel App.

Neotel will under no circumstances grant any refunds in respect of downloading charges, any exchanges, returns and/or refunds in respect of the Neotel App.

## Security

You must not do anything that may prejudice the security of the Neotel App, and must take all reasonable measures necessary to ensure that:

- a. no unlawful access is gained to the Neotel App;
- b. no malicious code is introduced via the Neotel App; and
- c. Your Personal Information is safeguarded.

Should you discover a security violation, or suspect that a security violation may be imminent, you must immediately notify Neotel.

In the event that a security violation occurs, or Neotel is of the view that a security violation may be imminent, Neotel may take whatever steps it considers necessary to maintain the proper functioning of the Neotel App including without limitation, preventing access to the Neotel App.

## General

These terms and conditions shall be governed by and construed in accordance with the laws of South Africa, and you shall submit to the jurisdiction of the South African Courts.

These terms are severable, in that if any provision is determined to be illegal or unenforceable by any court of competent jurisdiction, then such provision shall be deemed to have been deleted without affecting the remaining provisions of the terms and conditions.

Our failure to exercise any particular rights or provision of these terms shall not constitute a waiver of such right or provision, unless acknowledged and agreed to by us in writing.

These terms and conditions, as varied by us from time to time constitute the sole agreement between you and Neotel.