

## BOOMERANG TERMS AND CONDITIONS

### 1 CONTRACT

- 1.1 The Subscriber requires certain asset tracking Equipment and Netstar Services from Netstar, and Netstar has agreed to provide the asset tracking Equipment and Netstar Service to the Subscriber.
- 1.2 This Contract sets out the terms which will apply to the asset tracking Equipment and Netstar Service provided by Netstar to the Subscriber, regardless whether the Contract has been signed by the Subscriber.

### 2 DEFINITIONS AND INTERPRETATION

- 2.1 The words and phrases stated below will be used throughout the Contract. When reading the Contract, the word or phrase must be given the meaning set out next to it.
- 2.1.1 **"Application Schedule"** means the form which sets out the identity of the Subscriber, details of the Netstar Service which will be provided by Netstar and the fees payable for the Netstar Service;
- 2.1.2 **"Business Day"** means Monday to Friday, excluding weekends, being Saturday and Sunday and excluding a public holiday as defined under the Public Holidays Act, 36 of 1994;
- 2.1.3 **"Contract"** means this agreement, the Application Schedule, the Netstar User Manual and related literature; as amended from time to time;
- 2.1.4 **"Data Subject"** means the individual or juristic person to whom the Personal Information relates;
- 2.1.5 **"De-identified Data"** means Personal Information that has been anonymised such that the identity of the Subscriber or any other person is not or no longer identifiable;
- 2.1.6 **"Effective Date"** means the date that the Equipment has been activated by the Subscriber;
- 2.1.7 **"Emergency Contact"** means the person/s nominated by the Subscriber to be contacted in the event of an emergency or if Netstar is not able to make contact with the Subscriber, whose details are set out under the Application Schedule;
- 2.1.8 **"Initial Period"** means the period of the Contract, as stated under the Application Schedule;
- 2.1.9 **"Equipment"** means the mobile Netstar Boomerang tracking unit and SIM card and any piece of additional Equipment which has been supplied by Netstar for the purposes of providing the Netstar Service;
- 2.1.10 **"GSM Network"** means the Global Systems for Mobile Communications Network, which is a wireless communications network over which the Netstar Service is provided;
- 2.1.11 **"Initial Period"** means the period of the Contract, as stated under the Application Schedule;
- 2.1.12 **"Netstar"** means Netstar (Proprietary) Limited, a South African company bearing registration number 1992/001223/07 with its registered office at Block O, Central Park Offices, Midrand, and includes its employees, agents, sub-contractors and contractors and where applicable its business partners; including but not limited to Netstar Fleet Solutions;
- 2.1.13 **"Netstar Control Centre"** means the Netstar centre where signals from the Netstar Unit can be monitored and acted upon by Netstar;
- 2.1.14 **"Netstar Privacy Policy"** means the document/s which states the manner in which Netstar collects and uses the Subscriber's Personal Information, with whom Netstar shares it, and the Subscriber's rights in relation to its Personal Information, which can be viewed at <https://www.altron.com/privacy-policy/>;
- 2.1.15 **"Netstar Service"** means the collective term for the various services provided by Netstar in terms of this Contract including the Equipment and the location and tracking of the Equipment over the GSM Network
- 2.1.16 **"Netstar User Manual"** means the user guide, training materials and related documents provided to the Subscriber, which states how the Netstar Service operates;
- 2.1.17 **"Network Service Provider"** means the service provider who provides the GSM Network;
- 2.1.18 **"Parties"** means both the Subscriber and Netstar collectively and "Party" means either the Subscriber or Netstar;
- 2.19 **"Personal Information"** has the meaning set out in section 1 of POPIA and includes information relating to an identifiable, natural or juristic person, and for the purposes of this Contract
- 2.1.20 **"POPIA"** means the Protection of Personal Information Act, 4 of 2013;
- 2.1.21 **"Processing" or "Process"** has the meaning set out in POPIA and includes any operation or activity or any set of operations, whether or not by automatic means, concerning Personal Information, including:
- 2.1.21.1 the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use;
- 2.1.21.2 dissemination by means of transmission, distribution or making available in any other form; or
- 2.1.21.3 merging, linking, as well as restriction, degradation, erasure or destruction of Personal Information,
- 2.1.22 **"SARS"** means Stolen Asset Recovery Services rendered by Netstar as set out in this Contract where applicable;
- 2.1.23 **"Subscriber"** means the Party to whom this Contract applies, whose details are more specifically set out in the Application Schedule;
- 2.1.24 **"Territory"** means all those countries in Southern Africa in which the Netstar Service is available as indicated in the Netstar User Manual;
- 2.25 **"VAT"** means value added tax as levied from time to time in terms of the Value Added Tax Act, 89 of 1991;

2.1.26 **"Voice-logged Contract"** means an oral Contract concluded telephonically by the Subscriber with Netstar for the Netstar Service to which the terms and conditions of this Contract apply;

2.1.27 **"Website"** means the Boomerang website through which the Subscriber can register and activate the Boomerang unit and locate its position.

- 2.2 The provisions of this Contract will take precedence over any conflicting provision found under the Netstar User Manual, Application Schedule or any other applicable document which may be provided to the Subscriber from time to time.
- 2.3 Words referring to the single form will include the plural form and vice versa and words referring one gender will include the other gender.
- 2.4 Any reference to a person will include a body corporate, firm or association or vice versa.

### 3 AGREEMENT TO PROVIDE THE NETSTAR SERVICE

- 3.1 The Subscriber has agreed to contract with Netstar for the Netstar Service and Netstar has agreed to provide the Netstar Service to the Subscriber on the terms set out in this Contract.
- 3.2 Where the Subscriber has entered into a Voice-logged Contract, the Subscriber agrees that the terms of this Contract will apply in all respects to the Netstar Service which the Subscriber telephonically requested and which Netstar agreed to provide to the Subscriber.

### 4 DURATION OF THE CONTRACT

- 4.1 The duration of the Contract will be for the Initial Period, commencing on the Effective Date.
- 4.2 On expiry of the Initial Period, the Contract will continue on an indefinite basis, where either Party will have the right to terminate the Contract on 1 (one) calendar months written notice to the other.
- 4.3 Where the Equipment is purchased by the Subscriber, there will be no Initial Period applicable and either Party will have the right to terminate the Contract at any time upon 1 (one) calendar months written notice to the other.

### 5 THE NETSTAR SERVICE, EQUIPMENT AND WARRANTIES

- 5.1 Netstar will provide the following services in terms of this Contract:
- 5.1.1 The Website service which involves receiving information regarding the position of the Equipment, this information being communicated to the Netstar Control Centre via the Equipment and being made available to the Subscriber via the Website.
- 5.1.2 SARS, where applicable and at an additional charge, which will include response, tracking, and recovery of a stolen asset. SARS will be limited to 4 (four) response services per annum. Where Netstar is required to render the SARS on more than 4 (four) occasions per annum, a fee will be payable at the standard response rate applicable at the time, for each additional service rendered.
- 5.2 Netstar will provide the Subscriber with the Netstar Service for the duration of the Contract, provided that the Subscriber complies with its obligations under the Contract.
- 5.3 The Subscriber agrees that the Netstar Service cannot be provided by Netstar or used by the Subscriber unless the Equipment is programmed, enabled and functioning to its manufacturer's specifications. Only Equipment supplied and approved by Netstar may be used for the purposes of this Contract.
- 5.4 The Subscriber will, at its own cost, obtain and take delivery of the Equipment from either Netstar or an authorised and approved Netstar agent, as directed by Netstar.
- 5.5 All risk of loss and damage in and to the Equipment will, upon the date of delivery, pass to the Subscriber.
- 5.6 The Equipment will carry a 12 (twelve) month warranty, subject to fair wear and tear which is excluded. Maintenance and/or repairs required in terms of this warranty shall be carried out by a Netstar Fitment Centre.
- 5.7 The Subscriber agrees not to alter or modify the Equipment under any circumstances. If altered, modified, misused or tampered with or if the damage to the Equipment is due to water or collision damage, or any other cause beyond Netstar's control, then the warranty set out under clause 5.6 will not apply and Netstar will not have any obligation to repair or replace the Equipment or provide the Netstar Service, or refund to the Subscriber any amounts claimed by the Subscriber, in respect of any warranty, damages or contractual claim.
- 5.8 Netstar will be relieved of its obligation to provide the Netstar Service at any time that the Equipment is not functioning properly.
- 5.9 Where the Equipment is not functioning properly, whether under warranty or not, and the Subscriber has not made any attempt to have the Equipment repaired by Netstar, the Subscriber will still be liable to pay the Netstar Service fee.
- 5.10 The Subscriber will notify the Netstar Control Centre immediately should the Equipment be accidentally activated. The Subscriber accepts responsibility for all consequences of any accidental activation of the Equipment, which may include a response by the police or response teams and a subsequent wrongful arrest of the Subscriber or any third party. The Subscriber agrees to hold Netstar harmless from, and indemnifies Netstar against any claims for damages that may be brought by any Party as a result of any accidental activation of the Equipment.
- 5.11 The Subscriber agrees to use the Equipment and the Netstar service in accordance with the Netstar User Manual and other literature provided by Netstar from time to time.
- 5.12 In the event of loss, damage or theft of the Equipment or SIM card, the Subscriber will report such loss, damage or theft:
- 5.12.1 to Netstar immediately upon knowledge thereof; and

INITIAL

5.12.2 to the Police within 48 hours of knowledge thereof.

**6 NETSTAR SERVICE FEES**

6.1 The fees for the Netstar Services will include the following as applicable:

6.1.1 the once off purchase price for the Equipment;

6.1.2 the monthly service fee for the Netstar Service; and

6.1.3 any costs associated with SMS messages, voice calls, data messages, facsimiles and any other related expenses associated with the SIM card which will be paid in arrears.

6.2 All amounts in respect of any fees due by the Subscriber will be set out in a monthly VAT invoice.

6.3 In the event of Netstar having to render the SARS on more than 4 (four) occasions per annum as per clause 5.1.2 above, the Subscriber agrees that he will be liable for payment in respect of any subsequent response at the standard response rate as determined by Netstar from time to time.

6.4 The Subscriber will bear all the costs relating to the use of the SIM card including the cost of voice calls, data messages, facsimiles and any other related expenses, notwithstanding that the SIM card may, through no fault of the Subscriber, have been lost and fraudulently used by a third Party until such time that the Subscriber has acted in terms of clause 5.12.1.

6.5 All fees will be set out in a monthly VAT invoice which will be provided to the Subscriber on a monthly basis.

6.6 Subject to clause 6.1.3, all fees will be paid by way of debit order in favour of Netstar or in any other manner approved by Netstar, monthly in advance on or before the 7th (seventh) day of each calendar month or such date as specified in the debit order or payment authorisation contained in the Application Schedule.

6.7 Notwithstanding anything to the contrary in this clause, the fees for the first month of the Contract (pro rata where applicable) will be paid on the Effective Date of the Contract.

6.8 Should any debit order be returned unpaid or dishonoured for any reason, the Subscriber authorises Netstar to submit additional debit orders as may be necessary for the full outstanding balance including any arrear amounts.

6.9 Netstar will have the right to increase the Netstar Service fee and charges on an annual basis, provided that such increase is reasonable and that it provides the Subscriber with at least 1 (one) month's prior written notice of such increase.

6.10 In the event that Netstar renders any service not required of it in terms of this Contract, the Subscriber agrees that it will pay Netstar an amount determined in accordance with Netstar's standard fees applicable from time to time, for such service rendered.

6.11 The Subscriber will not be allowed to withhold payment of any fees or other amounts due to Netstar where the Equipment is not functioning properly for any reason. Where this is the case, the Subscriber must immediately inform Netstar and make the necessary arrangements with Netstar for the Equipment to be repaired.

6.12 If the Subscriber fails to pay to Netstar any amount owing in terms of this Contract, Netstar will have the right to immediately suspend the Netstar Services and or immediately terminate the Contract and at the Subscriber's cost hand the outstanding account to an attorney or debt collector for recovery.

6.13 During any period of suspension or disconnection, Netstar reserves the right to refuse to release the SIM card to any other service provider of similar services.

6.14 A certificate signed by any director or manager for the time being of Netstar in respect of any indebtedness of the Subscriber to Netstar under the Contract or otherwise or in respect of any other fact will be prima facie evidence of the Subscriber's indebtedness to Netstar or such other fact. It will not be necessary for Netstar to prove the appointment of the person signing any such certificate.

**7 FURNISHING INFORMATION AND NOTICES**

7.1 The Subscriber confirms that all information which it has provided to Netstar under the Contract is true and accurate and can be relied on by Netstar.

7.2 In the event of an emergency, the Subscriber agrees that it or its duly appointed representative, whose details is set out under the Application Schedule, may be contacted.

7.3 If there is any change to the information set out under the Contract, the Subscriber will notify Netstar immediately in writing of the change. Where the Subscriber fails to give Netstar written notice of any changes then the Subscriber agrees to hold Netstar harmless should Netstar rely or act upon the former and outdated information.

7.4 Where Netstar is required to notify the Subscriber or its contact person of any fact, notice and document relating to or in connection with this Contract, Netstar will communicate such message or notice using any form of electronic communication of its choice, including communication sent by fax, SMS, email or phone as Netstar deems appropriate and the Subscriber agrees that communication can be given in such a manner.

7.5 Where Netstar cannot reach the Subscriber or its duly appointed representative at the details supplied by Subscriber, Netstar will be excused and legally relieved of the duty to provide such notice.

7.6 Where legal notice is to be served, in terms of the Contract on the Subscriber, the Subscriber chooses its address for service of all legal notices and documents in connection with this Contract (domicilium citandi et executandi) at its physical address as set forth in the Application Schedule.

7.7 Where legal notice is to be served, in terms of the Contract on Netstar, Netstar chooses its respective address for service of all legal notices and documents in connection with this Contract (domicilium citandi et executandi) at the following physical address: Central Park Offices, Block O, 16th Road, Randjespark, Extension 5, Midrand.

7.8 Either Party may change its address, by written notice to the other Party provided that any new address selected by it will be a physical address, and such changes will only be effective upon receipt of notice in writing by the other Party.

7.9 The Subscriber acknowledges that Netstar is obligated to ascertain the Subscriber's credit worthiness as per the provisions of the National Credit Act, 34 of 2005. The Subscriber expressly gives Netstar or its authorised agent, permission to:

7.9.1 access from any duly registered credit bureau, the Subscriber's personal information concerning financial risk and payment habits ("payment profile") to process the Subscriber's application for the Netstar Service; and

7.9.2 share or disclose information about the Subscriber's payment profile to credit bureau.

7.10 The Subscriber acknowledges that it is under a duty to provide Netstar with certain mandatory information in accordance with the Regulation of Interception of Communications and Provision of Communication related Information Act, 48 of 2008 (as amended) ("RICA") and undertakes to cooperate with Netstar prior to the implementation of the Netstar Service, in respect of the provision of all the required documentation and information, failing which it will hold Netstar harmless against any loss or damage resulting from such failure.

**8 EXCLUSION OF LIABILITY**

8.1 The Subscriber accepts that the Netstar Service is intended to reduce the risk of loss to the Subscriber but not to eliminate such risk.

8.2 EXCEPT WHERE PROHIBITED BY LAW, THE SUBSCRIBER AGREES TO HOLD NETSTAR HARMLESS FOR ANY LOSS OR DAMAGE CAUSED TO THE SUBSCRIBER ARISING FROM THE NETSTAR SERVICE, AND OR NETSTAR NOT BEING ABLE TO PERFORM THE NETSTAR SERVICE FOR ANY REASON, INCLUDING NETSTAR'S NEGLIGENCE, OR DUE TO ANY MALFUNCTION OF THE NETSTAR EQUIPMENT AND OR THE GSM NETWORK

**9. DATA PROTECTION AND PRIVACY**

9.1 In order for Netstar to provide the Netstar Service the Subscriber understands and agrees that Netstar requires information including but not limited to Personal Information to enable Netstar to fulfil its obligations in terms of this Contract. The Subscriber undertakes to provide such information to Netstar as and when required in relation to the Netstar Services.

9.2 Netstar will collect the following categories of Personal Information from the Subscriber:

9.2.1 company name;

9.2.2 contact number;

9.2.3 email address;

9.2.4 identity number

9.2.5 physical address;

9.2.6 postal address;

9.3 Netstar will collect Personal Information directly from the Subscriber and third parties, such as, including but not limited to, brokers, insurance companies, credit bureaus, dealerships and business partners.

9.4 Netstar will exercise all reasonable measures to process the Subscriber's Personal Information in terms of the Netstar Privacy Policy, POPIA and the provisions of this clause.

9.5 By entering into this Contract, the Subscriber confirms, acknowledges and agrees, with express consent, that Netstar may collect Process and or store the Personal Information contained in the Contract, or any transaction under it, or any entry, account or other information held by Netstar in relation to this Contract (which may include the Subscriber's Personal Information and/or Personal Information of the Subscriber's Emergency Contact as well as De-identified Data) for the purposes of:

9.5.1 sharing certain of the Subscriber's Personal Information with Netstar's business partners, service providers and or sub-contractors for purposes of providing the Netstar Services to the Subscriber;

9.5.2 concluding, implementing and monitoring the operation of this Contract;

9.5.3 to banks for purposes of effecting the deduction and payment of amounts due to Netstar and all ancillary actions related to such deduction and payment;

9.5.4 assessing financial risks;

9.5.5 fraud prevention and preventing and detecting crime;

9.5.6 providing the Subscriber, any combination of services, analysis, advice or intermediary service linked to the Contract or the Subscriber's relationship with Netstar as a client;

9.5.7 SMS and other electronic forms of direct marketing for Netstar products and services as well as products and services of third parties affiliated with Netstar (unless the Subscriber has requested not to receive such information);

9.5.8 carrying out statistical and other analyses to identify potential markets and trends;

9.5.9 developing new products and services and enhancing and developing Netstar's existing products and services;

9.5.10 training of Netstar employees;

9.5.11 inclusion in data lists which may be used by third parties to improve and enhance Netstar's products and service and offerings to the Subscriber;

INITIAL

- 9.5.12 assessing the Subscriber's insurance needs;
- 9.5.13 referring it to a credit reference agency or credit bureau (which may make records of searches and enquiries which may be used by others for lending, credit or purchasing decisions about the Subscriber or any individual);
- 9.5.14 any person, subsidiary, holding company or associated company or other company who is engaged in Netstar's business or who is acting on Netstar's behalf; and
- 9.5.15 disclosing of Personal Information required or permitted by Law.
- 9.6 THE SUBSCRIBER HEREBY EXPRESSLY CONSENTS TO NETSTAR:
- 9.6.1 DISCLOSING ITS PERSONAL INFORMATION, TO ANY PERSON, SUBSIDIARY, HOLDING COMPANY OR ASSOCIATED COMPANY OR OTHER COMPANY WHO IS ENGAGED IN NETSTAR'S BUSINESS OR WHO IS ACTING ON NETSTAR'S BEHALF FOR THE ABOVE PURPOSES.
- 9.6.2 DISCLOSING THE SUBSCRIBER PERSONAL INFORMATION TO ANY PERSON WHO PROVIDES SERVICES TO NETSTAR OR ACTS AS NETSTAR'S AGENT OR TO WHOM NETSTAR HAS TRANSFERRED OR PROPOSE TO TRANSFER ANY OF NETSTAR'S RIGHTS AND DUTIES IN RESPECT OF THIS CONTACT, LOCALLY AND OUTSIDE THE REPUBLIC OF SOUTH AFRICA WHEN INTERNATIONAL ROAMING IS ACTIVATED, AS NECESSARY. NETSTAR REQUESTS PERSONS WHO PROVIDE SERVICES TO NETSTAR TO AGREE TO THE NETSTAR PRIVACY POLICIES IF THEY NEED ACCESS TO ANY PERSONAL INFORMATION TO CARRY OUT THEIR SERVICES.
- 9.7 THE SUBSCRIBER ACKNOWLEDGES THAT:
- 9.7.1 NETSTAR WILL AT ALL TIMES REMAIN RESPONSIBLE FOR DETERMINING THE PURPOSE OF AND MEANS FOR PROCESSING THE SUBSCRIBER'S PERSONAL INFORMATION IN TERMS OF AND SUBJECT TO THIS CLAUSE 9;
- 9.7.2 NETSTAR IS REQUIRED BY VARIOUS LAWS, TO COLLECT AND DISCLOSE SOME OF THE SUBSCRIBER'S PERSONAL INFORMATION;
- 9.7.3 WITHOUT THIS PERSONAL INFORMATION NETSTAR WILL BE UNABLE TO CONCLUDE AND OPERATE THIS CONTRACT; AND
- 9.7.4 THE SUBSCRIBER IS PROVIDING NETSTAR WITH ITS PERSONAL INFORMATION VOLUNTARILY.
- 9.8 The Subscriber expressly consents thereto that Netstar may transfer the details of this Contract, to computer system operators in countries outside of South Africa, which have data protection laws equivalent or greater than those in South Africa.
- 9.9 The Subscriber consents to and acknowledges that Netstar may monitor and/or record telephone calls with the Subscriber for quality, security and training purposes.
- 9.10 The Subscriber waives any right, title or interest in and to the De-identified Data and expressly agrees that Netstar may process the De-identified Data in any manner whatsoever which may include commercial gain.
- 9.11 The Subscriber acknowledges and agrees that Netstar will Process Personal Information
- 9.13 The Subscriber has the right to lodge a complaint with the Information Regulator, under POPIA. The contact details of the Information Regulator are available on the following website: <https://www.justice.gov.za/infoereg/>

**10 ACCESS TO DATA**

- 10.1 The Subscriber acknowledges that Netstar will have access to and Process Personal Information for the duration of the Contract in accordance with clause 9 for the provision of the Netstar Service to the Subscriber.
- 10.2 Netstar will delete the Personal Information within a reasonable period of time following termination of the Contract except where required retention of the Personal Information is required by law in which case Netstar will retain such Personal Information in accordance with applicable legislation.

**11 BREACH AND TERMINATION**

- 11.1 If the Subscriber:
  - 11.1.1 fails to pay any amount under this Contract on the due date; or
  - 11.1.2 fails to carry out or perform any of its contractual obligations or breaches any term or condition of this Contract; or
  - 11.1.3 in Netstar's reasonable opinion raises false alarms or abuses the Netstar Service; then Netstar may immediately suspend its obligations under this Contract or simultaneously therewith or thereafter terminate this Contract without notice to the Subscriber.
- 11.2 Any suspension or termination will be without prejudice to any other rights, which Netstar may then have in law, including:
  - 11.2.1 the right to claim from the Subscriber an early termination fee, where the Contract is terminated within the Initial Period;
  - 11.2.2 the right to immediately recover ownership and possession of the Equipment, at the Subscriber's risk and expense where the Contract is terminated within the Initial Period;
  - 11.2.3 the right to demand from the Subscriber, all amounts payable, by the Subscriber to Netstar under the Contract; or
  - 11.2.4 the right to claim any other damages from the Subscriber, which it may have incurred in law in consequence of the Subscriber's breach.
- 11.3 Upon termination of this Contract for any reason all amounts payable by the Subscriber to Netstar will become due and payable and where the Contract is terminated prior to the expiry of the Initial Period, the Subscriber will also be liable to pay an early termination fee as set out in clause 11.2.1.

- 11.4 Where Netstar has to recover the Equipment in terms of this clause, the Subscriber will do all things reasonably necessary to enable Netstar's authorised representative to collect the Equipment.
- 11.5 Where Netstar has to use the services of a debt collector or attorney to successfully enforce any provisions of the Contract, then the Subscriber will bear the costs incurred by Netstar, including legal fees, on an attorney and client basis.
- 12 FORCE MAJEURE**

If Netstar is prevented or restricted in any way from carrying out all or any of its obligations under this Contract by reason of force majeure (an event or circumstance beyond the control of the Parties, such as a war, strike, riot, crime, lockdown or an "act of God" such as flooding or an earthquake which prevents one or both Parties from performing their obligations under the Contract), then Netstar will be relieved of its obligations to provide the Netstar Service during such period of force majeure, and Netstar will not be liable for any loss, damage, action or claim which may be brought by the Subscriber or by any other party in consequence of such delay or inability to perform.
- 13 GENERAL**
  - 13.1 This Contract will be regulated and interpreted in accordance with the laws of the Republic of South Africa.
  - 13.2 Should any provision of this Contract be declared at any stage whilst the Contract is in force to be unlawful, such provision will be deleted from the Contract and the remaining parts of the Contract will continue to operate.
  - 13.3 This Contract sets out the entire agreement and understanding between the Parties and supersedes all prior Contracts, written or oral, in connection with the subject matter hereof.
  - 13.4 No change or cancellation of this Contract will be of any force or effect unless such change or cancellation is agreed in writing and signed by both Parties.
  - 13.5 Where one of the Parties does not act on a breach of the Contract by the other Party, failure to act will not result in that Party giving up its rights to act upon that breach or another breach, at a later stage.
  - 13.6 The Subscriber will not be able to transfer, cede, delegate or assign its rights or obligations in terms of this Contract to another person without the prior written consent of Netstar, which consent will not unreasonably be withheld.
  - 13.7 Netstar will be entitled to transfer, cede, delegate or assign its rights or obligations under this Contract provided that the Subscriber's rights in terms of this Contract remain unaffected.

I/We, the undersigned duly authorised hereto, having read and understood the terms and conditions, agree to abide by and be bound by the terms and conditions.

SIGNED for and on behalf of the Subscriber at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Duly Authorised Signature

Full Names in Print

Capacity