

## ESAPARTNER (PTY) LTD TERMS AND CONDITIONS -

**VOICE 1. INTERPRETATION 1.1.** In this agreement unless clearly inconsistent with or otherwise indicated by the context –

1.1.1. “ESAPARTNER” means ESAPARTNER (Pty) Ltd (Registration Number 2004/016200/07)

1.1.2. “Service activation” means the date on which the first call detail record is recorded;

1.1.3. “Charges” means all charges payable by the Customer to ESAPARTNER as set out in the Subscriber Agreement;

1.1.4. “Customer” means the customer as set out in the subscriber agreement;

1.1.5. “Equipment” means any customer premise equipment supplied, installed owned & maintained by ESAPARTNER to deliver the service

1.1.6. “Subscriber agreement” means the Agreement concluded with the Customer in respect of the services to which these terms and conditions apply;

1.1.7. “Prime rate” means the prime overdraft rate of Nedbank Limited from time to time A certificate signed by a manager of any branch of Nedbank Bank Limited shall constitute prima facie proof of such rate;

1.1.8. “Services” means the services provided by ESAPARTNER to the customer by means of the ESAPARTNER Network;

1.1.9. “ESAPARTNER Network” means the telecommunication Network to which the customer will connect for the provision of the services;

1.1.10. “Voice paths” the amount of simultaneous calls that can be made

1.1.11. “Bandwidth” the medium used to transmit the VOIP calls from the equipment to the ESAPARTNER Network, the mediums may include ADSL, DigiNet, SAIX Plus, Fibre or wireless

1.2. Any reference to the singular includes the plural and vice versa;

1.3. Any reference to natural persons includes legal persons and vice versa;

1.4. Any reference to a gender includes the other genders

1.5. The clause headings in this agreement have been inserted for convenience only and shall not be taken into account in its interpretation

1.6. Words and expressions defined in any sub-clause shall, for the purposes of the clause of which that sub-clause forms part, bear the meaning assigned to such words and expressions in that sub-clause

1.7. This agreement shall be governed by and construed and interpreted in accordance with the laws of the Republic of South Africa

## 2. APPOINTMENT

The customer hereby appoints ESAPARTNER to provide the services to it for the duration of this agreement. The parties agree that this appointment shall be on an exclusive basis such that the customer shall only be entitled to obtain the services from ESAPARTNER and no third party for the duration of this agreement

## 3. USE OF THE EQUIPMENT

3.1. If required ESAPARTNER shall provide and install customer premise equipment at the premises of the customer (“equipment”) required for the purpose of accessing the services which shall be charged for on a monthly basis more clearly defined in clause 3.11 and 3.12

3.2. The Customer shall provide the necessary space, electricity supply and environmental conditions required for the equipment

3.3. Ownership in and to the equipment shall remain vested in ESAPARTNER or its network operator and the customer shall be obliged to return the equipment in the same working order as delivered upon termination of this Agreement

3.4. All risk and responsibility for the equipment shall pass to the Customer on delivery of the equipment

3.5. The customer acknowledges that he is responsible for the insurance of the equipment for the duration of this agreement

3.6. The Customer shall permit ESAPARTNER to enter its premises to inspect the equipment or perform any other lawful function in the bona fide interest of ESAPARTNER in respect of the equipment, or to carry out any necessary repairs,

replacement of equipment or other maintenance work, in respect of the equipment

3.7. The Customer shall at all times keep the equipment in its possession and control at the Customer Premises and shall not be entitled to give up possession of the equipment, in whole or in part, to any third party or remove and / or re-install the equipment at a different location

3.8. The Customer shall in writing advise the landlord of the customer premises of ESAPARTNER’s ownership of the equipment and make sure the relevant landlord waiver is signed and submitted to ESAPARTNER

3.9. If the equipment is repossessed by the landlord for any reason and the landlord waiver has not been received by ESAPARTNER, the customer shall be liable for the cost of the equipment

3.10. Unless expressly authorised by ESAPARTNER, the Customer and any 3rd party may not make any alteration or modification to the equipment, including the software incorporated in the equipment

3.11. If the equipment is lost, stolen or damaged, the Customer shall remain liable for the replacement and reinstallation thereof

3.12. The cost of the equipment will be charged to the customer as a monthly rental which will be collected over the duration of the contract

3.13. The hardware fee quoted is an estimate according to call traffic. ESAPARTNER will carry out a pre-installation site audit which will provide the necessary information to more accurately cost the hardware requirement. This may affect the fees quoted on. Any amendments will be made accordingly

3.14. The customer will remain liable for the monthly rental for a minimum of 60 months regardless of the airtime contractual obligation stipulated in the Subscriber Agreement and shall continue thereafter on a monthly basis until cancellation of the contract by either party giving three months’ notice. 3.14.1. Equipment rentals will increase by 10% (ten per cent) annually

3.15. In the case where ESAPARTNER does not supply the equipment – 3.15.1. ESAPARTNER cannot provide any service level agreement to the customer for the services

3.15.2. The customer is still liable for any and all calls made from the ESAPARTNER SIP Accounts provided

## 4. USE OF BANDWIDTH

4.1. If required ESAPARTNER shall apply for and arrange installation of bandwidth required for the purpose of accessing the services

4.2. The Customer shall provide the necessary space, electricity supply and environmental conditions required for the bandwidth

4.3. Bandwidth supplied by ESAPARTNER is supplied through their Wholesale agreements with the various bandwidth suppliers

4.4. The Customer shall permit ESAPARTNER to enter its premises to inspect the bandwidth or perform any other lawful function in the bona fide interest of ESAPARTNER in respect of the bandwidth, or to carry out any necessary repairs, replacement of bandwidth or other maintenance work, in respect of the bandwidth

4.5. Unless expressly authorised by ESAPARTNER, the Customer and any 3rd party may not make use of the bandwidth for any other use than to connect to the ESAPARTNER Network to access the services.

4.6. The cost of the bandwidth will be charged to the customer as a monthly rental

4.7. The bandwidth fee quoted is an estimate according to call traffic. ESAPARTNER will carry out a pre-installation site audit which will provide the necessary information to more accurately cost the bandwidth requirement. This may affect the fees quoted on. Any amendments will be made accordingly

4.8. Bandwidth rentals will increase by 10% (ten per cent) annually

4.9. The customer will remain liable for the monthly rental for a minimum of 60 months regardless of the airtime contractual obligation stipulated in the Subscriber Agreement

4.10. In the case where ESAPARTNER does not supply the bandwidth–

4.10.1. ESAPARTNER cannot provide any service level agreement to the customer for the services

4.10.2. The customer shall be liable for any and all calls made from the ESAPARTNER SIP Accounts provided

## 5. CONNECTION

ESAPARTNER shall use its best endeavours to provide the customer with access to the services and maintain such access in accordance with the provisions of this agreement ESAPARTNER shall not be responsible for any consequences as a result of any delay in the connection of the services, including inter alia any damages suffered or any expenses incurred by the customer

## 6. FIRST RIGHT OF REFUSAL

6.1. The Customer agrees to give ESAPARTNER the first right of refusal if another service provider is able to deliver a more cost effective solution than the one supplied by ESAPARTNER

6.2. If ESAPARTNER is able to provide a greater cost savings to the customer compared to an alternative service provider, then the customer agrees to remain bound to the terms set out in clause 7

## 7. DURATION

7.1. This agreement shall commence on the date of service activation and shall be ongoing Subject to the provisions of.

7.2. Thereafter the Agreement will renew annually for further twelve month periods, subject to the right of the customer or ESAPARTNER to terminate the agreement upon not less than 90 days written notice given prior to the renewal date

7.3. All equipment and bandwidth charges shall carry a minimum of 60 months as further defined in clause 3, 4, and 16

## 8. TEMPORARY SUSPENSION

8.1. ESAPARTNER shall be entitled to temporarily suspend the services–

8.1.1. during any technical failure, modification or maintenance of the ESAPARTNER Network; or

8.1.2. Should the customer fail to make payment on time for the services as per their monthly invoice

8.1.3. Should the customer fail to comply with any of the terms and conditions of this agreement

8.2. Notwithstanding any suspension of the provision of the services in terms of the provisions of clause 8.1 the customer shall remain liable to ESAPARTNER of all amounts charged in accordance with the provisions of this agreement

## 9. CANCELLATION

Should this agreement be terminated prior to the expiry of the initial period or a renewal period for any reason whatsoever, then ESAPARTNER shall inter alia have the right to claim all fees payable for the balance of the initial period or renewal period, as the case may be, in respect of bandwidth and/or hardware required to provide the services as well as an amount of R3000.00 (three thousand Rand) or such other amount agreed to by the parties in writing from time to time. Should we contract on your behalf with third party suppliers, the applicable cancellation period for their services will be applied. 9.1. Should ESAPARTNER accept cancellation at the instance of the customer, such cancellation shall be on terms stipulated by ESAPARTNER at its sole discretion.

## 10. PROOF OF CONCEPT

10.1. The customer acknowledges liability for all costs incurred within the POC period.

## 11. PAYMENT

11.1. The customer acknowledges that he / she has requested to receive the monthly invoice setting out all charges due and payable by the user to ESAPARTNER by way of electronic mail.

11.2. In the event of the customer not obtaining the monthly invoice from ESAPARTNER for any reason in any one month, the onus is in the customer to contact ESAPARTNER and obtain such invoice and accordingly, in the event of the customer not making payment due to not receiving the invoice, ESAPARTNER shall be entitled to temporarily suspend the service until such invoice has been paid in full.

11.3. The customer shall be liable to make payment to ESAPARTNER in accordance with the charges set out in the Subscriber Agreement in respect of the services, monthly in arrears

11.4. Charges which appear on invoices must be paid by the customer to ESAPARTNER by no later than the last working day of the month during which the charges are due Failure to comply will result in immediate suspension of service and listing on the credit bureaux

11.5. Any amount due by the customer to ESAPARTNER, not paid on the due date thereof, shall at the discretion of ESAPARTNER, bear interest at a rate equal to 3% (three per centum) per annum above the prime rate, calculated from the date payment was due until date of actual payment thereof

11.6. ESAPARTNER shall be entitled to demand, at any time after the signing of the agreement by the customer, full payment in advance of all charges to be levied by ESAPARTNER for the balance of the initial period of this agreement, excluding call charges which shall be invoiced monthly in arrears, should ESAPARTNER have a reasonable suspicion of any fraudulent act having been or about to be committed by the customer in respect of this agreement and the customer failing to rebut such suspicion

11.7. The customer will not have the right to defer, adjust or withhold any payment due to ESAPARTNER in terms of or arising out of this agreement 11.8. All prices quoted in this agreement are exclusive of Value Added Tax ("VAT")

11.9. ESAPARTNER may vary all or any rates referred to in the Subscriber Agreement as a result of any changes made to the rates by any third party with whom ESAPARTNER has contracted for the provision of the services, upon 7 (seven) days written notification to the customer

11.10. Rates are quoted in line with projected billing. ESAPARTNER reserves the right to revise the rates on a quarterly basis to bring them in line with the rate appropriate to actual average usage. Such revision may result in either an increased or decreased rate to the user

11.11. All call, installation, hardware and bandwidth charges incurred during a trial period shall be for the customer's account.

11.12. In the event that the customer defaults on the payment terms which have been granted by ESAPARTNER, ESAPARTNER reserves the right at its discretion to vary the payment terms and may review the payment method granted to the customer

12. MAINTENANCE

12.1. All maintenance of ESAPARTNER's equipment will be provided free of charge, provided that the customer has a current maintenance contract and their account is up to date.

12.2. Maintenance of equipment not provided by ESAPARTNER will be charged at the current published rate. ESAPARTNER reserves the right to increase this amount from time to time at its sole discretion.

12.3. ESAPARTNER will charge a monthly maintenance fee of 5% of call usage, or R 112 per site per month, whichever is the greater amount for on-going network maintenance

12.4. These fees are subject to an annual increase

12.5. The customer will remain liable for the monthly maintenance fee for the duration of the contract regardless of the airtime contractual obligation stipulated in the Subscriber Agreement

13. GUARANTEE

13.1 The customer shall upon written request by ESAPARTNER be required to provide ESAPARTNER with a guarantee in respect of any services provided to the customer from time to time, in the amount equivalent to the aggregate of 2 (two) month's billing of services

13.2 ESAPARTNER makes no warranties and representations to the customer save as may be specifically provided herein or as notified in writing by ESAPARTNER to the customer from time to time. The customer acknowledges that ESAPARTNER is not in any way bound by any oral statement, representation, guarantee, promise, undertaking, inducement or otherwise which may have been made at any time by any salesman, employee, representative or any person acting or purporting to act for or on behalf of ESAPARTNER, whether negligently or otherwise unless such statements,

representations, guarantees, promises, undertakings, warranties or inducements are supplied or made in writing by an employee duly authorised thereto by the Board of Directors

14. CREDIT LIMIT

14.1. ESAPARTNER will set a credit limit in accordance with the customer's existing telecommunications spend. This service will automatically email the customer notifications when 80% of credit limit has been used

14.2. The customer will be required to respond to this communication in writing informing ESAPARTNER of the preferred credit limit

14.3. Should the client not respond to this email, ESAPARTNER shall re-evaluate the call usage and set a credit limit according to the historical usage

15. UPGRADES

15.1. Bandwidth upgrades will be done if the following occur –

15.1.1. There is not sufficient capacity to provide a quality service

15.1.2. If there are additional voice paths required

15.1.3. If the type of bandwidth used is not able to provide quality of service

15.1.4. In the event of an upgrade to DigiNet the customer agrees to pay a once off installation fee of R 1 980

15.1.5. The upgraded bandwidth will be charged to the customer as a monthly rental at the true cost of the relevant bandwidth

15.1.6. In the case of an upgrade the existing bandwidth fee will be terminated and be superseded by the upgraded bandwidth charge

15.2. Equipment upgrades will be done if the following occur –

15.2.1. If the Telkom lines are changed or upgraded by the customer

15.2.2. If the PBX is upgraded

15.2.3. If there are additional voice paths required

15.2.4. If the type of equipment used is not able to provide quality of service

15.2.5. In the event of equipment upgrades the customer agrees to pay a once off re-installation fee of R 1980

15.2.6. The upgraded equipment will be charged to the customer as a monthly rental which will be collected over the duration of the contract

15.2.7. ESAPARTNER will in writing cancel the balance of the original agreement in respect of the now redundant equipment and an additional hardware agreement will simultaneously be entered into in respect of the new equipment

16. CESSION AND ASSIGNMENT

16.1. ESAPARTNER shall be entitled to cede, assign and transfer some or all of its rights in terms of this agreement

16.2. The customer requires ESAPARTNER's approval in writing before it is able to cede, assign, or transfer some or all of its rights in terms of this agreement

17. NO SOLICITATION

Neither Party shall during the currency of the Agreement or for a period of 12 (twelve) months following the termination thereof directly or indirectly solicit or offer employment to any Personnel of the other Party who was involved in the implementation or execution of this Agreement, and shall not employ or contract in any manner with any such Personnel of the other Party without the written consent of the other Party.

18. LIMITATION OF LIABILITY

18.1. Whether or not advised of their possibility, ESAPARTNER will not be liable whether in contract, delict or otherwise for –

18.1.1. Any cost of procurement of substitute goods, technology, services or rights;

18.1.2. Loss of profits, contracts or goodwill;

18.1.3. Any incidental or consequential damages, losses or expenses; 18.1.4. Wasted management or staff time

18.2. ESAPARTNER shall not be liable for any loss or damage suffered by the customer as a result of interruption in the provision of the services due to any technical problems experienced by the network operators nor shall the customer be entitled to a reduction in the fees payable by the customer to ESAPARTNER

19. INDEMNITY

19.1. The customer hereby indemnifies ESAPARTNER and holds ESAPARTNER harmless against any loss or damage that the customer may sustain and any claims, costs or expenses of any nature as a result of the provision of or the failure to provide the services For the purpose of this clause and any reference to ESAPARTNER shall include its employees, agents and contractors

20. BREACH

20.1. In the event that –

20.1.1. The customer fails to make payment to ESAPARTNER of any amount owing by the customer to ESAPARTNER in terms of this agreement and fails to make such payment within 7 (seven) days of receipt of written notice to that effect;

20.1.2. The customer in any other manner breaches any of the provisions of this agreement and fails to remedy such breach within 7 (seven) days' written notice requiring it to do so;

20.1.3. The customer fails to satisfy any judgment granted against it within 30 (thirty) days of such judgment having been granted against it and/or is provisionally or finally liquidated (save for the bona fide purpose of reconstruction or amalgamation) and/or is placed under judicial management or if either party enters into a compromise with any of its creditors;

20.1.4. If any license to operate or use the ESAPARTNER Network is revoked, terminated or modified for any reason either in whole or in part;

20.1.5. If, for any reason, any network operator ceases to make the ESAPARTNER Network available to ESAPARTNER or any third party with whom ESAPARTNER has contracted in respect of the connection to the ESAPARTNER Network; Then ESAPARTNER shall, without prejudice to any other rights which it may have in law, be entitled to cancel this agreement

20.2. Upon termination of this agreement for any reason whatsoever –

20.2.1. The customer shall return the equipment to ESAPARTNER;

20.2.2. The customer shall pay all charges outstanding at the time of disconnection, including the balance of the monthly fees

21. FORCE MAJEURE

21.1. If force majeure causes delays in or failure or partial failure of performance by ESAPARTNER of all or any of its obligations hereunder, this agreement, or as the case may be, the affected portion thereof, shall be suspended for the period during which the force majeure prevails, but if the force majeure affects any material part of the agreement only for a maximum period of 60 (sixty) days, then ESAPARTNER shall be entitled on 7 (seven) days written notice to cancel this agreement. Written notice of the force majeure specifying the nature and date of commencement thereof shall be dispatched by ESAPARTNER to the customer as soon as reasonably possible after the commencement thereof. Written notice of the cessation of the force majeure shall be given by ESAPARTNER within 7 (seven) days of such cessation. No party shall subsequently be obliged to comply with the obligations suspended during such period. ESAPARTNER shall be entitled, provided that ESAPARTNER has given notice to the customer to that effect with the written notice of the force majeure as provided above, to extend the period of this agreement by a period equal to the time that this performance is so prevented. For the purpose hereof, force majeure includes acts or omissions of any government, government agency, provincial or local authority or similar authority, any laws or regulations having the force of law, civil strife, riots, insurrection, sabotage, acts of war or public enemy, illegal strikes, interruption of transport, lockouts, inability on the part of either party as a result of the force majeure of the nature contemplated in this clause to obtain any goods from a supplier or contemplated supplier thereof, combination of workmen, rationing of supplies, flood, storm, fire (or without limitation eiusdem generis) any other circumstances beyond the reasonable control of ESAPARTNER and comprehended in terms of force majeure

21.2. ESAPARTNER is not responsible for the supply and commissioning of Open Source IP PBX systems, such as Asterisk platforms and other type branded

systems. If the customer has installed such a system and wishes to access the ESAPARTNER service by means of such system, the customer acknowledges that such systems are vulnerable to "hacking" and other fraudulent misuse, and therefore warrants that it has adequate security measures in place to protect its system from such attacks. Therefore:

21.2.1. Without limiting the generality of ESAPARTNER Terms and Conditions, ESAPARTNER shall not (other than in circumstances of its gross negligence or fraudulent intent) be liable for any damage or loss suffered by the customer caused by and /or attributable to

21.2.2. The unlawful or fraudulent accessing by a third party of the customer's telecommunication lines, PBX or other telecommunication equipment. In such circumstances, the customer shall remain liable for all charges incurred pursuant to such unlawful or fraudulent access and hereby indemnifies ESAPARTNER against all loss, liability, damage or expense which ESAPARTNER or the customer may suffer as a result thereof.

21.2.3. any other provisions of this agreement, any damages or loss caused by the negligence (but excluding gross negligence) of ESAPARTNER, shall in any event and under all circumstance be limited to an amount equal to the fixed monthly charges payable by the subscriber during the initial period.

## 22. WHOLE AGREEMENT, NO AMENDMENT

22.1. This agreement constitutes the whole agreement between the parties relating to the subject matter hereof

22.2. No amendment or consensual cancellation of this agreement or any provision or term thereof or of any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this agreement and no settlement of any disputes arising under this agreement and no extension of time, waiver or relaxation or suspension of any of the provisions or terms of this agreement or of any agreement, bill of exchange or other document issued pursuant to or in terms of this agreement shall be binding unless recorded in a written document signed by the parties. Any such extension, waiver or relaxation or suspension which is so given or made shall be strictly construed as relating strictly to the matter in respect whereof it was made or given

## 23. CALLER LINE IDENTITY

23.1. The customer agrees to a mandatory monthly fee of R51

23.2. This fee is subject to an annual increase

23.3. The customer will remain liable for the monthly caller identity fee for the duration of the contract regardless of the airtime contractual obligation stipulated in the Subscriber Agreement

## 24. VOICE RECORDING

24.1. The customer acknowledges that the voice recording provided by ESAPARTNER is a value added feature and will only archive recorded calls for a period of 30 days

24.2. The customer accepts the mandatory monthly charge of R99 for this service

24.3. The customer indemnifies ESAPARTNER from any consequential loss due to a recording not being available

24.4. The customer will remain liable for the voice recording fee for the duration of the contract regardless of the airtime contractual obligation stipulated in the Subscriber Agreement

24.5. The customer acknowledges that they are aware of the legal requirements pertaining to, and the admissibility of the voice recordings made in this manner

24.6. Additional technical and legal information regarding this service is available on the ESAPARTNER website. The customer acknowledges that it has read, understood and accepted this information

## 25. NUMBER PORTING

25.1. The customer agrees to pay a fee of R126 per number ported

25.2. The customer acknowledges that it has read, understood and accepted the additional information on porting displayed on the ESAPARTNER website

## 26. APPLICATION OF THE CONSUMER PROTECTION ACT

26.1. A transaction (as defined in the CPA) between the Customer and ESAPARTNER may or may not fall under the provisions of the CPA depending upon whether certain values set out in clause 14.2 in respect of the Customer ("Threshold Values") are below a certain value at the time the transaction is entered into.

26.2. The Threshold Values are the Customer's asset value or annual turnover, and the value against which they are measured is as determined by the Minister of Trade and Industry by publication in the Government Gazette from time to time.

26.3. ESAPARTNER duties towards the Customer may vary depending upon whether the transaction in question is subject to the CPA, and ESAPARTNER will act upon the information given to it by the Customer in this regard. Consequently:

26.3.1. The Customer warrants that any statement made to ESAPARTNER in respect of its Threshold Values is accurate

26.3.2. The customer represents and warrants that the turnover or net asset value of the customer exceeds the sum of R2m (Two million rand) as defined and calculated in terms of the Government Gazette 34181 of 1 April 2011. The customer further warrants and acknowledges that this transaction therefore falls outside of the scope of The Consumer Protection Act

26.3.3. If the Customer claims that all the Threshold Values are below the relevant value, or otherwise that the CPA applies to the transaction in question, ESAPARTNER may at its instance require the Customer to provide it with financial statements as proof thereof.

26.3.4. If the Customer misstates the Threshold Values in such a way that ESAPARTNER considers for a period that the transaction is subject to the CPA when it is not, all provisions of this Agreement that do not apply to transactions subject to the CPA shall retroactively apply to the transaction in question, and the Customer shall be liable for any damage sustained by ESAPARTNER resulting from such misstatement.

## 27. ACCESS TO INFORMATION ACT

27.1. The Customer hereby acknowledges and agrees that ESAPARTNER and or its Cessionaries, as the Credit Grantor/s;

27.1.1. Perform a credit search on the Customer's record with one or more of the registered credit bureaus and obtain a bank report when assessing the Customer's application for credit;

27.1.2. Monitor the Customer's payment behaviour by researching the Customer's record at one or more of the credit bureaus;

27.1.3. Use new information and data obtained from credit bureaus in respect of the Customer's future credit applications;

27.1.4. Record the existence of the Customer's account with any credit bureau;

27.1.5. Record and transmit details of how the Customer has performed and how their account is conducted by the Customer in meeting its obligations on the account;

27.1.6. The Customer acknowledges and agrees that any information regarding its credit worthiness, defaults in payment to the Supplier, and details of how its account with the Supplier is conducted, may be disclosed to any other creditor or potential creditor of the Customer or to one or more credit bureau/s

## 28. DOMICILIUM CITANDI ET EXECUTANDI

28.1. The parties choose as their domicilia citandi et executandi for all purposes under this agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature (including the exercise of any option), the following addresses –

28.1.1. Customer: as set out in the Subscriber Agreement

28.1.2. ESAPARTNER: 2 Zastron Road, Milnerton, Cape Town, Western Cape, South Africa Fax:

021 552 5233, info@ESAPARTNER.co.za

28.2. Any notice or communication required or permitted to be given in terms of this agreement shall be valid and effective only if in writing but it shall be competent to give notice by telefax or by E-mail

where a party has notified the other party of such a telefax number or an E-mail address

## 29. GENERAL

29.1. ESAPARTNER may change the terms and conditions of this agreement as a result of changes in taxes, laws, regulations, the terms and conditions of the ICASA Licence issued to ESAPARTNER or any circumstances or events similar to the foregoing.

29.2. Any increases as a result of fluctuating exchange rates shall be for the account of the customer.