

# Iclix CC General Terms and Conditions

## 1. Introduction

1.1 Iclix CC provides access to the Internet and email functionality through a comprehensive offering of connectivity products available in the marketplace, including, but not limited to, dial-up, ADSL, leased lines and wireless broadband. Various ancillary services come standard with Internet access and email, for example blog and expert forums, video albums, chat and discussion boards. Iclix CC also offers various other products and services, hosting of websites, faxmail and broadband talk.

1.2 These General Terms and Conditions include the Copyright Notice, Privacy Policy, Code of Conduct and Service Charter, and Take Down Notifications Procedure under "General", which are available on our Legal Notices Website.

1.3 These General Terms and Conditions apply to all products and services offered by Iclix CC. The terms and conditions that are specific to a product or service appear under "Products" or "Services" on our Legal Notices Website.

1.4 You will be required to agree to these General Terms and Conditions at the outset, and then to the relevant product or service specific terms and conditions when you decide to subscribe to a service or procure a product. A separate agreement will in each instance be concluded between us.

1.5 In the event of a discrepancy between these General Terms and Conditions and the product or service specific terms and conditions, the product or service specific terms and conditions will take precedence.

## 2. Definitions

2.1 Activation Date means the date on which Iclix CC will give you access to and/or enable you to use a service;

2.2 Agreement means the General Terms and Conditions as defined in clause 1.2 together with the relevant product or service specific terms and conditions which are applicable to the services and/or products, including the Application Form provided to you by Iclix CC;

2.3 Application Form means the document on which you selected your service or product of choice;

2.4 Authority means the Independent Communications Authority of South Africa ("ICASA");

2.5 Business Day means Monday to Friday, but excludes a day which is an official public holiday in the Republic of South Africa;

2.6 Business Hours means the hours between 08h00 and 17h00 on a Business Day;

2.7 Effective Date means the date on which you signify your acceptance of the terms and conditions prescribed by us for the provisioning of a service or product, be that in writing or by way of electronic medium, including telephonic acceptance and, in the event of any dispute as to said date of acceptance, the Effective Date shall be the Activation Date;

2.8 Electronic Communications Act means the Electronic Communications Act, 2005;

2.9 ECT Act means the Electronic Communications and Transactions Act, 2002;

2.10 Force Majeure means (including without limitation) fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, rebellions or revolutions in any country or any other cause beyond the reasonable control of Iclix CC, that may result in a delay or a failure to provide the Service;

2.11 Intellectual Property Rights means the copyright in any work in terms of the Copyright Act, No. 98 of 1978, and includes without limitation the right to reproduce that work, the rights in respect of a trade mark conferred by the Trade Marks Act, No. 194 of 1993, the rights in respect of a design conferred by the Designs Act, No. 195 of 1993, and the rights in respect of a patent conferred by the Patents Act, No. 57 of 1978;

2.12 Legal Notices Website means [www.iclix.co.za/legalpolicies](http://www.iclix.co.za/legalpolicies);

2.13 Marks means any trademarks, logos, brand names, domain names or other marks of Iclix CC;

2.14 NCA means the National Credit Act, 34 of 2005;

2.15 Network Coverage means the geographical area within which the service can be accessed and used by you, as determined at the time coverage was established;

2.16 Network Operator means a company that owns an electronic communications network, and which makes such network and the electronic communications services conveyed over such network available to other industry players for commercial purposes (e.g. Telkom);

2.17 RICA means the Regulation of Interception of Communications and Provision of Communication Related Information Act, 2002;

2.18 Website means [www.iclix.co.za](http://www.iclix.co.za);

2.19 Subscriber means a user of the service and Subscribe or Subscription has a corresponding meaning;

2.20 we, us and our means Iclix CC, Registration Number 2008/056582/23, its affiliates and subsidiaries;

2.21 VAT means Value Added Tax as provided for in the Value Added Tax Act, 1991; and

2.22 you means the subscriber to the service.

### **3. Conclusion of the Agreement**

3.1 You warrant that you have the contractual capacity to enter into this Agreement with us.

3.2 When you apply for a service or product with Iclix CC you will provide us with a certified copy of your identity document, proof of residential and/or business address and proof of income (a copy of your payslip or bank statements). In the event of a juristic person, you will provide us with the same information as above for your authorised representative, together with proof of address (certified copy of company letterhead) and a company resolution authorising the application and the company's representative's capacity to enter into the Agreement.

3.3 Your application for a service or product may be subject to a credit referencing or risk assessment process. This means that Iclix CC may request and receive your Confidential Information, Consumer Credit Information and Prescribed Information (as defined in the NCA) ("Assessment Information") from registered credit bureaus in order to perform a financial means test to determine whether you will be in a position to meet your obligations under the intended agreement.

3.4 Iclix CC is entitled to perform a financial means test each time when you apply for a service or product.

3.5 An agreement for the service or product applied for will commence on the Effective Date. No agreement will come into effect in the event of a negative credit reference or risk assessment.

3.6 In this regard you consent to Iclix cc requesting, receiving and reporting your Assessment Information from and to registered credit bureaus in accordance with the provisions and for the purposes of the NCA; and the sharing of such Information by registered credit bureaus and such other persons as contemplated in the NCA, for the prescribed purposes of the NCA.

3.7 The provisions of the ECT Act, apply to transactions and communications that are executed electronically, e.g. online or via fax. It does not apply to paper based transactions, e.g. where you apply for a service or product at a retail shop by completing an Application Form in writing.

3.8 You are in terms of section 44 of the ECT Act entitled to cancel without reason and without penalty an electronic transaction and related credit agreement that was concluded electronically for the supply of:

3.8.1 products, within 7 (seven) days after the date of receipt of the goods; and

3.8.2 services, within 7 (seven) days after the date of the conclusion of the agreement, subject to the exclusions in section 42 (2) of the ECT Act which include (without limitation), services that began with your consent before the end of the aforementioned 7 (seven) day period, goods which by their nature cannot be returned, or computer software which is unsealed by you.

3.9 An installment agreement which falls within the ambit of the NCA, which was concluded at a location other than the registered business premises of Iclix cc, but not electronically, may be terminated by you within 5 (five) Business Days of the date of signature thereof by you, by:

3.9.1 delivering a notice to Iclix CC by hand or by registered mail; and

3.9.2 by tendering the return of any goods, or paying in full for any services, received by you in terms of the installment agreement.

3.10 In the event that a credit agreement as contemplated in clause 3.9 was concluded electronically, the 7 (seven) day period under the ECT Act as set out in clause 3.8 above will apply.

3.11 This Agreement will continue indefinitely, and you will be bound thereby for as long as you use any service or product offered by Iclix CC. The Agreement will terminate simultaneously with the termination for any reason of all specific service or product offerings, as provided for in the service and product specific terms and conditions.

#### **4. Conditions of access**

4.1 Iclix CC will make the service available to you on the Activation Date.

4.2 Iclix CC will issue a user name and password to you prior to the Activation Date in order to enable you to gain access to and/or use a service. You will not be able to access and/or use a service without a user name and password.

4.3 You agree that:

4.3.1. you will use your user name and password for your own personal use only;

4.3.2. you will not disclose your user name and password to any other person for any reason whatsoever and that you will maintain the confidentiality thereof;

4.3.3. in the event that your password is compromised, you will immediately notify Iclix CC and change your password;

4.3.4. you, in your capacity as the holder of the user name and password, are solely responsible for all payments in respect of a service charged to your Iclix CC account, irrespective of whether the service has been utilized or is being utilized by you or not;

4.3.5. the entire amount outstanding on your Iclix CC account will be deemed to have arisen from (or relate to) your access to and/or use of a Iclix CC service;

4.3.6. you will not, at any time, permit and/or initiate a simultaneous network log-in; and

4.3.7. you will not attempt to circumvent Iclix's user authentication processes or engage in attempts to access Iclix's network where not expressly authorised to do so.

4.4 You acknowledge that Iclix CC will provide you with an opportunity in respect of all electronic transactions to:

4.4.1 review the entire electronic transaction;

4.4.2 correct any mistakes; and

4.4.3 withdraw from the transaction, before finally placing the order.

## **5. Service Delivery, Service Availability**

5.1 Iclix CC will make all its services and products available to you in accordance with the provisions of its Code of Conduct and Service Charter, which is available on our Legal Notices Website, at Iclix's retail shops, and on request.

5.2 Services or products procured arising from electronic transactions as contemplated in clause 3.5 will be dispatched, delivered or rendered to you within 30 (thirty) days from the date on which we received your application, unless otherwise agreed to between us, failing which you will be entitled to cancel the agreement on 7 (seven) days written notice to us.

5.3 Where services or products are procured arising from an electronic transaction as contemplated in clause 3.5, Iclix CC will immediately notify you, should Iclix CC be unable to perform in terms of the applicable agreement where the services or products required by you are unavailable. Iclix CC will under such circumstances refund any payments to you within 30 (thirty) days of the aforementioned notification of unavailability.

5.4 Iclix CC will use reasonable endeavors to make its services available to its subscribers, and to maintain the availability thereof for use by its subscribers.

5.5 Iclix CC will use its best endeavors to notify you in advance of any maintenance and repairs which may result in the unavailability of a service, but can not always guarantee this.

## **6. Data Retention**

6.1 We will use reasonable endeavors to ensure the safekeeping of any data or content which you may receive or upload to our servers from time to time, such as (without being limited to) photographs, websites, videos and e-mail messages (hereinafter collectively referred to as "your data"). However, it is your obligation to keep copies and back-ups of your data, as:

6.1.1 we will not be liable for any direct or indirect loss or damages of any kind, which you may suffer as a result of the loss of your data, or any part thereof, for any reason whatsoever (including as a result of our negligence); and

6.1.2 we will delete all your data from our servers upon termination of this Agreement and any other agreement between us.

## **7. Communication, Complaints Handling and consent to Arbitration**

7.1 You agree that Iclix CC may from time to time send you communications regarding (without being limited to) special offers or discounts which Iclix CC may negotiate for and offer to its subscribers, operational changes that may affect the services and/or new services or products launched by Iclix CC from time to time.

7.2 Iclix CC also offers a password reminder service. Iclix CC will send your password to your registered email address or cell phone number should you have forgotten your password. Subscription to this service is voluntary. Password reminders will only be sent to your registered details and should such details change it is your responsibility to notify Iclix CC thereof and to update your details via the My Account site found at [here](#).

7.3 Complaints must be submitted to Iclix CC and will be dealt with by Iclix CC in accordance with the provisions of this clause 7.

7.4 Any payment default by you arising from, or in connection with, any service or product rendered or provided by Iclix CC, will be excluded from the provisions of this clause, and Iclix CC may, in our sole discretion, proceed to institute legal action against.

7.5 You are required to afford us an opportunity to resolve a complaint before you approach the Authority or refer the matter to Arbitration as contemplated in clause 7.11 below.

7.6 You are required to direct a complaint to [info@iclix.co.za](mailto:info@iclix.co.za). Your complaint should include the following:

7.6.1 your name and surname;

7.6.2 your account number;

7.6.3 the date on which the complaint arose; and

7.6.4 a brief description of what gave rise to the complaint.

7.7 Iclix CC will acknowledge receipt of your complaint within 3 (three) working days of receipt thereof.

7.8 Iclix CC will formally resolve your complaint in writing within 14 (fourteen) working days of receipt thereof, or within such longer period as we may agree to under circumstances where the resolution of the complaint is for example (but without limitation) in the hands of a supplier or third party service provider.

7.9 You may approach the Authority or refer the matter to Arbitration as set out in clause 7.11 below, for resolution of the dispute, should you not be satisfied with the outcome of the dispute as determined by Iclix CC.

7.10 The dispute will be referred to the Complaints and Compliance Committee of the Authority in terms of section 17 (H) of the ICASA Act in the event that the dispute is not resolved by the Authority itself as contemplated in clause 7.9.

7.11 Subject to clauses 7.3 to 7.10 above, any dispute between the parties, shall be referred to arbitration and finally resolved in accordance with the rules of the Arbitration Foundation of Southern Africa. Such arbitration shall be held in Bloemfontein, and conducted in the English language before one arbitrator appointed in accordance with the said rules. Any award will be final and not subject to appeal. This agreement to arbitrate shall be enforceable in, and judgement upon any award may be entered in any court of any country having appropriate jurisdiction. A dispute shall be deemed to have arisen when either party notifies the other party in writing to that effect.

7.12 The arbitrator shall have the power to give default judgement if any party fails to make submissions on due date and/or fails to appear at the arbitration.

7.13 These provisions shall not prevent either party from approaching the Magistrates or High Court to obtain timely interim or other relief in cases of urgency or breach of this clause.

## **8. Payment**

8.1 Billing will commence on the Activation Date.

8.2 You agree to pay all amounts due under this Agreement in consideration for a service or product, in accordance with the service or product specific terms under which that service is rendered or that product is offered. Amounts recorded in the service and product specific terms include transport costs and exclude VAT, unless otherwise indicated.

8.3 All amounts due and payable in terms hereof shall be paid free of exchange and without deduction or set-off, by way of a direct debit order in favor of Iclix CC (drawn against a current banking account nominated by you), or in such other manner as Iclix CC may from time to time determine. You agree that:

8.3.1 by furnishing your bank details to us, you instruct and authorise Iclix CC to draw all amounts payable in terms of this agreement from the account specified (or any other bank or branch to which it may be transferred);

8.3.2 that the debit order will commence on the Activation Date and continue until termination of this Agreement and the service or product specific agreement under which a service is rendered or a product provided;

8.3.3 you will sign all such forms and do all such things as may be necessary to give effect to the debit order as contemplated in this clause 8.3.

8.4 You are required to direct any complaint or dispute in connection with a payment to us in accordance with the provisions set out in clause 7 above. Iclix CC will reach a decision on the billing complaint and communicate it to you within fourteen (14) Business Days of receipt of the complaint.

8.5 Should you, fail to pay any amount on the due date for payment notwithstanding receipt of Iclix's decision referred to in clause 8.4, then Iclix CC may, without prejudice to any of its other rights:

8.5.1 take all such further steps as may be necessary to recover the outstanding amount from you, including without limitation the use of debt collection mechanisms; and if the debt arises from an agreement which is a credit agreement, then in accordance with the collection and repayment practices as prescribed in the NCA;

8.5.2 charge interest at the rate of 2% above the prime overdraft rate published by Iclix's bankers from time to time on the overdue amount, calculated from the due date until the date of payment (both dates inclusive), which interest, if charged, will be capitalised monthly;

8.5.3 suspend your access to the service without notice to you until such time as the outstanding amount has been paid in full; or

8.5.4 terminate this agreement with immediate effect.

8.6 Subject to the terms and conditions of any agreement entered into between Iclix CC and a Network Operator, Iclix cc shall be entitled to amend the fees or charges for its services or products at any time on 30 (thirty) days notice to you as provided for in clause 20 below. Subject to the terms and conditions of any agreement entered into between Iclix CC and a Network Operator and subject to the relevant product or service specific terms and conditions which are applicable to the services and/or products provided to you by Iclix CC, you may terminate this agreement within 30 (thirty) days from the date of Iclix's notification to you, should you not agree to the amendment, failing which the amendment will take effect on the date indicated in the notice.

8.7 Iclix CC will use reasonable endeavors to inform you well advance, and in any event prior to disconnection, about the possibility of disconnection in the case of non-payment.

## **9. Return, Exchange and Refunds**

9.1 Iclix's exchange, return and refund policies in respect of products, in particular hardware, provided to you under this Agreement are dealt with in the service and product specific terms and conditions.

9.2 Iclix's policy in respect of exchanges, returns and refunds depends on the type of goods and the policy of the manufacturer or supplier thereof. Where the manufacturer or supplier does not have an exchange, return and refund policy in place, no mention of such policy will be made in the service and product specific terms and conditions.

9.3 Warranties, if any, will ordinarily be included in the hardware packaging.

9.4 Iclix will consider requests for other refunds, for example where an account was debited with the wrong amount, on an ad hoc basis in accordance with the Billing Complaints Handling Procedure referred to in clause 8.

9.5 Iclix CC will endeavor to put alternative measures in place where goods or products received by you in terms of this Agreement are defective and are taken in for repairs, subject to the availability of substitute goods or products and/or the terms and conditions of the commercial arrangement between Iclix CC and the supplier or manufacturer of the goods or products.

## **10. Security and Privacy**

10.1 Iclix CC will take whatever action Iclix CC may deem necessary and reasonable to preserve the security and reliability of its network.

10.2 You may not utilize any service in any manner which may compromise the security of Iclix's network, or any other network connected to Iclix's network, or tamper with a service or such a network in any manner whatsoever.

10.3 Iclix CC takes reasonable steps to secure your payment information. Iclix CC uses a payment system that is sufficiently secure with reference to accepted technological standards at the time of the electronic transaction and the type of the transaction concerned.

10.4 Iclix CC will deal with your personal information in accordance with the provisions of our Privacy Policy which is available on our Legal Notices Website.

## **11. User Etiquette and Abusive Behavior**

11.1. You hereby agree to adhere to generally acceptable Internet and e-mail etiquette. In this regard, without being limited to the examples listed below, you agree not to:

11.1.1. engage in any abuse of e-mail or spamming, including (without being limited to) the posting or cross-posting of unsolicited articles with the same or substantially the same message to recipients that did not request to receive such messages;

11.1.2. take any action aimed at deceiving or misleading any person, attempt to impersonate or misrepresent your affiliation to any person or forge headers or otherwise manipulate identifiers in order to disguise the origin of anything posted or transmitted through the service;

11.1.3. use any service to post or transmit anything which is defamatory, discriminatory, obscene, offensive, threatening, abusive, harassing, harmful, hateful or which carries child pornography, religious or racial slurs or threatens or encourages bodily harm or the like or which may violate any person's personality rights;

11.1.4. use any service to make fraudulent offers to sell or buy products, items or services or to offer or solicit for any type of financial scam such as "pyramid schemes" and "chain letters";

11.1.5. use any service in a manner that may infringe the Intellectual Property Rights or other proprietary rights of others, including (without being limited to) the transmission of pirated software;

11.1.6. use any service in any manner which could damage, impair, overburden or disable the service or interfere with any other party's use or enjoyment of the service;

11.1.7. use any service to post or transmit anything which contains viruses or any other destructive features, regardless of whether or not damage is intended;

11.1.8. repeatedly post gratuitous off the topic postings;

11.1.9. gather e-mail addresses and/or names for commercial, political, charity or like purposes or use the service to collect or attempt to collect personal information about third parties without their knowledge or consent;

11.1.10. violate the privacy of any person or attempt to gain unauthorised access to the service or any other network, including (without being limited to) through hacking, password mining or any other means;

11.1.11. use the service to engage in any illegal or unlawful activity;

11.1.12. use the service for any commercial purposes or to obtain a financial gain, including (without limitation) advertising products and/or services or the resale of any of Iclix's product or services;

11.1.13. use the service in any manner that in Iclix's sole discretion constitutes abuse of the service or of Iclix's system; or

11.1.14. be abusive towards Iclix's staff or use language that are defamatory, discriminatory, obscene, offensive, threatening, abusive, harmful, hateful or are of a religious or racial nature.

11.2. Should you engage in any one or more of the above activities, which shall be determined in Iclix's sole discretion and which decision shall be final, then Iclix CC shall be entitled, without prejudice to any other rights it may have, to:

11.2.1. without notice, suspend your access to the service concerned;

11.2.2. terminate all agreements with you with immediate effect;

11.2.3. bill you for any costs incurred by Iclix CC as a result of the offending activity, including (without being limited to) bandwidth used, administration costs, downtime, usage of Iclix's name or registered domain names and CPU cycles; and

11.2.4. disclose information relating to the offending activity as may be required under the circumstances.

## **12. Interception of Communications**

12.1 You acknowledge that Iclix CC and/or a third party Network Operator (as the case may be) may under the circumstances as prescribed in RICA, be required to intercept, lock, filter, read, delete, disclose and use communications sent or posted via Iclix's or the Network Operator's network and you hereby consent to the undertaking of such activities by Iclix CC and/or a third party Network Operator. Iclix CC and/or a third party Network Operator shall not be liable to you for any losses, liabilities, damages and claims and for any related costs and expenses suffered by you as a result of Iclix CC and/or a third party Network Operator performing any activity referred to in this clause.

12.2 A copy of RICA is available [here](#)

## 13. Intellectual Property Rights

13.1 You agree to comply with all laws applicable to any Intellectual Property Rights in respect of any data, files and/or information accessed, retrieved or stored by you through your use of any of our services and/products.

13.2 You are prohibited from using any of Iclix's Marks without the prior written approval of Iclix CC.

13.3 Other than as specifically provided in the product or service specific terms and conditions, Iclix CC will wholly and exclusively retain all existing Intellectual Property Rights and become the exclusive and unencumbered owner of all intellectual property right(s) employed in or otherwise related to software used by Iclix CC, its network infrastructure, e-commerce network infrastructure, business and the provision of any of the services in terms of the product or service specific terms and conditions.

## 14. Breach

14.1 Should you be in breach of any provision of this Agreement, other than the provisions of clause 11 above, or any provision of the service and product specific terms and conditions, then Iclix CC shall be entitled, without prejudice to any other rights that it may have and without notice to you, to forthwith:

14.2 afford you a reasonable opportunity to remedy the breach;

14.3 suspend your access to a service (but in the case of a billing dispute only once the outcome of the investigation was conveyed to you as provided for in clause 8.4);

14.4 cancel all agreements concluded between us; or

14.5 claim immediate performance and/or payment of all your obligations in terms hereof.

## 15. Indemnity

15.1 You hereby unconditionally and irrevocably indemnify Iclix CC and agree to hold Iclix CC harmless against all loss, damages, claims, liability and/or costs, of whatsoever nature, howsoever and whensoever arising, suffered or incurred by Iclix CC or instituted against Iclix cc as a result of (without limitation):

15.1.1 your negligent use of the service;

15.1.2 your use of the password reminder service;

15.1.3 your failure to comply with these General Terms and Conditions and a provision of any Agreements concluded between us;

15.1.4 any unavailability of, or interruption in the service, as contemplated in clause 5 above.

## **16. Limitation of liability**

To the extent permitted by applicable law, Iclix CC shall not be liable to you for any direct damages howsoever arising and neither party shall be liable to the other for any special, indirect, incidental, consequential or punitive damages arising out of or relating to this Agreement, whether resulting from negligence, breach or any other cause. To the extent that a competent court or tribunal finally determines, notwithstanding the limitation contained in this clause, that Iclix CC is liable to you for any damages, Iclix's liability to you for any damages howsoever arising shall be limited to the amounts paid by you under this Agreement in consideration for a service or product as contemplated in clause 8.2 during the immediately preceding 12 (twelve) month period in respect of the service or product which gave rise to the liability in question.

## **17. Certificate of Indebtedness**

17.1 The amount due and payable by you to Iclix CC in terms of any agreement between us at any time, shall be determined and proved by a certificate signed by one of Iclix's directors, whose appointment, qualification and authority need not be proved.

17.2 Such certificate shall be deemed to be a liquid document for the purpose of obtaining summary judgment, provisional sentence and/or any other judgment against you, unless you have reason to direct a dispute in connection with a payment to us in accordance with the Billing Complaints Handling Procedure as contemplated in clause 8.

## **18. Cession and Delegation**

You may not sell, cede, assign, delegate or in any other way alienate or dispose of any or all of your rights and obligations under and in terms of this Agreement without the prior written approval of Iclix CC. Iclix CC shall be entitled to sell, cede, assign, delegate, alienate, dispose or transfer any or all of its rights and obligations under and in terms of this Agreement to any of its affiliates or to any third party without your consent and without notice to you. "Affiliates" for this purpose includes MWEB's holding company, the holding company(ies) of Iclix's holding company (collectively "its holding companies"), its subsidiaries, subsidiaries of its holding companies and any other companies which are directly or indirectly controlled by Iclix CC or are under common control with Iclix CC.

## **19. Jurisdiction**

Notwithstanding clause 7.11 above, you hereby consent to the jurisdiction of the Magistrate's Court in the Republic of South Africa in respect of any proceedings that may be initiated by Iclix CC arising out of this Agreement, provided that Iclix CC shall be entitled, in its sole discretion, to institute such proceedings in the High Court of South Africa and, in such event, you consent to the jurisdiction of such court and agree that costs shall be calculated in accordance with the tariff of such court. The jurisdiction of the Small Claims Court is specifically excluded, as the parties agreed to follow the arbitration process set out in clause 7.11 above.

## **20. Amendment of this agreement**

Iclix CC reserves the right to amend this agreement from time to time. Any new version of the Agreement will be displayed on our Website together with the date on which it will become effective, which will never be less than 30 (thirty) days after the date on which it is first published. It is your obligation to visit our web site on a regular basis in order to determine whether any amendments have been made.

## **21. General**

21.1 The parties acknowledge and agree that this Agreement constitutes the whole of the agreement between them and that no other agreements, guarantees, undertakings or representations, either verbal or in writing, relating to the subject matter of this Agreement not incorporated in this Agreement shall be binding on the parties. No variation or addition of this Agreement or the Application Form will be binding on any of the parties unless recorded in writing and signed by both parties.

21.2 Iclix CC is in terms of section 43 of the ECT Act required to make its contact details, its domicilia citandi et executandii and certain other information available to its Subscribers who enter into electronic transactions with Iclix CC. This information is available under "Company information" on our Legal Notices Website.

21.3 You agree that any notices we send to you in terms of any agreement concluded between us may be sent via e-mail.

21.4 No indulgence, leniency or extension of time which MWEB may grant or show to you shall in any way prejudice Iclix CC or preclude Iclix CC from exercising any of its rights in the future.

21.5 You warrant that as at the date of signature of the application form, all the details furnished by you to Iclix CC are true and correct and that you will notify Iclix CC in the event of any change to such details.

21.6 All out terms and conditions can be accessed, stored, and reproduced electronically by you consumers.

21.7 The physical address where Iclix CC will receive legal service of documents/ domicilium citandi et executandi is the following:

29 King Edward Road  
Willows Centre  
Willows  
Bloemfontein  
9310