

## GENERAL TERMS AND CONDITIONS OF DATA SUPPLY

### 1. DEFINITIONS

Unless otherwise expressly stated, or the context otherwise requires, the words and expressions listed below shall, when used in this Agreement, including this introduction, bear the meanings ascribed to them:

- 1.1 “**Access Codes**” means all user names, passwords, access codes or other devices issued by LNRM and/or a Reseller to the Data Consumer or any other person whatsoever for the purpose of controlling or providing access to the Website or any Risk Management Product;
- 1.2 “**Affiliate**” means a subsidiary, holding company or associated company of either of the Parties, together with any subsidiary, holding company or associated company thereof;
- 1.3 “**Authorisations**” means all licenses, permits or approvals of whatsoever nature required by the Parties in terms of any Regulatory Provision to enable them to exercise their respective rights and fulfil their respective obligations under these Terms and Conditions;
- 1.4 “**Competent Authority**” means collectively the National, Provincial, Regional and Local government of the Republic of South Africa and/or their successors in title, any Court of competent jurisdiction or any agency, authority, body or standard-setting institution appointed by such entities to regulate and/or oversee standards applicable to the Risk Management Products, the Website and/or the Search Data and includes without limitation the National Credit Regulator and the National Credit Tribunal established in terms of the National Credit Act;
- 1.5 “**Content Provider**” means any person or institution, including the State or an Organ of State, from which LNRM procures Search Data;
- 1.6 “**Data Consumer**” means any person, whether a natural or juristic person, who procures Search Data from LNRM by means of the website and/or any of the Risk Management Products or otherwise, whether directly through LNRM and/or through a Reseller;
- 1.7 “**Data Enquiry**” means a request for the supply of Search Data relating to a Data Subject submitted by a Data Consumer to LNRM by means of the Website, a Risk Management Product or otherwise;
- 1.8 “**Data Subject**” means a person, whether a natural or juristic person, forming the subject matter of a Data Enquiry;
- 1.9 “**LNRM**” means LexisNexis Risk Management (Proprietary) Limited, a company with limited liability duly registered and incorporated in accordance with the laws of the Republic of South Africa with registration

number 1991/004046/07, having its main place of business at 215 North Ridge Road, Morningside, Durban, 4001;

- 1.10 **"National Credit Act"** means the National Credit Act, No. 34 of 2005;
- 1.11 **"Parties"** means, collectively, LNRM and the Data Consumer and **"Party"** means any one of them;
- 1.12 **"Prescribed Records"** means:
  - 1.12.1 the names, identity numbers, registration numbers, addresses and contact particulars of all Data Subjects in respect of which Data Enquires are made;
  - 1.12.2 the purpose for which each Data Enquiry is made;
  - 1.12.3 a written or electronically recorded record of each consent procured pursuant to any Regulatory Provision from each Data Subject in respect of which a Data Enquiry is made;and such further books, records, contracts and accounts in relation to Data Subjects, all Data Enquires submitted by the Data Consumer and consents obtained from the Data Subjects as LNRM may from time to time prescribe ;
- 1.13 **"Reseller"** means a person who affords a Data Consumer access to the Website and/or any of the Risk Management Products pursuant to a reseller agreement concluded with LNRM;
- 1.14 **"Regulatory Provisions"** means, collectively, the prevailing laws, regulations, ordinances, directions, orders, decrees, policy directives and standards of the Government of the Republic of South Africa and any other Competent Authority, which in any way affect or apply to LNRM, the Data Consumer, the Website, the Risk Management Products and/or the Search Data;
- 1.15 **"Risk Management Products"** means all or any part of the electronic risk management products offered by LNRM for the supply of Search Data, offered by LNRM from time to time including, inter alia, the following products:
  - 1.15.1 DEEDSearch;
  - 1.15.2 SACOMPANYSearch; and
  - 1.15.3 iDigital Suite of products including:
    - 1.15.3.1 iD-Refcheck;
    - 1.15.3.2 iD-Auto;
    - 1.15.3.3 iD-Academic;
    - 1.15.3.4 iD-Credit; and
    - 1.15.3.5 iD-Corporate.
- 1.16 **"Search Data"** means any information relating to a Data Subject, including information relating to a Data Subject's:

- 1.16.1 ownership of immovable property, including the identity, location and value of such immovable property;
- 1.16.2 identity number, registration number, or other identifying number or mark;
- 1.16.3 registration as a company, close corporation, trust or other juristic person;
- 1.16.4 trademark registrations;
- 1.16.5 participation in any company, close corporation, trust or other juristic person;
- 1.16.6 ownership of any motor vehicle, including registration details and financing arrangements;
- 1.16.7 past employment history; including the circumstances of termination of any employment, career, professional or business relationship;
- 1.16.8 educational qualifications;
- 1.16.9 drivers license;
- 1.16.10 criminal record;
- 1.16.11 credit profile including information relating to applications for credit, credit agreements to which the Data Subject is or has been a party, pattern of payment or default under any such credit agreements, debt re-arrangements in terms of the National Credit Act, incidence of enforcement actions with respect to any such credit agreement, the circumstances of termination of any such credit agreement, and related matters;
- 1.17 **“Terms and Conditions”** means these terms and conditions applying to Data Consumers and the use of Website and the Risk Management Products, as amended and/or published by LNRM from time to time;
- 1.18 **“Website”** means LNRM’s or Reseller’s website.

## **2. GENERAL TERMS AND CONDITIONS**

- 2.1 These Terms and Conditions:
  - 2.1.1 are valid from **June 2006**, except where otherwise indicated;
  - 2.1.2 replace any previous terms and conditions, if any, relating to the subject matter hereof and shall prevail notwithstanding any publicity material published by LNRM;
  - 2.1.3 are binding on all Data Consumers and will at all times govern the relationship between LNRM and the Data Consumers.
- 2.2 LNRM shall be entitled to amend these Terms and Conditions, upon notice of the revised terms and conditions to the Data Consumer.
- 2.3 All Data Consumers shall be deemed to have read and unconditionally accepted the Terms and Conditions.

**3. RISK MANAGEMENT PRODUCTS**

- 3.1 LNRM hereby grants to the Data Consumer, subject to the terms and conditions contained herein, the non-transferable, non-exclusive use and/or access to the Website and the Risk Management Products.
- 3.2 The Data Consumer shall not alter, modify, transmit or reproduce the Website and/or the Risk Management Products, except insofar as such alternation, modification, transmission or reproduction has been agreed to by LNRM, in writing.
- 3.3 Title to, copyright and all other industrial and intellectual property rights in the Website and the Risk Management Products including any improvements or modifications are and shall remain vested in LNRM. The Data Consumer shall not reproduce (except insofar as such reproduction forms a necessary part of the purpose) or retransmit the Website and/or the Risk Management Products or any part thereof without the prior written consent of LNRM.
- 3.4 The Data Consumer acknowledges that the Search Data shall be selected by LNRM in its sole discretion and that the Search Data may be obtained from third parties ("Content Providers").

**4. FEES AND CHARGES**

The levying and payment of fees and charges for access to the Website and the Risk Management Products shall be governed:

- 4.1 by the terms of any fee arrangement concluded between LNRM and the Data Consumer; or
- 4.2 in the case of a Data Consumer procuring access to the Risk Management Products through a Reseller, by the terms of such Data Consumer's agreement with the relevant Reseller; or
- 4.3 in the absence of an agreement as contemplated in either 4.1 or 4.2, by the list price and conditions of payment published by LNRM from time to time on the Website.

**5. DELIVERY**

LNRM shall permit the Data Consumer to electronically access the Website and the Risk Management Products. The Data Consumer shall be solely responsible for all costs and expenses associated with the delivery and receipt of the Search Data by electronic means or related to accessing the Website and the Risk Management Products electronically.

**6. USE AND RETENTION OF SEARCH DATA AND ACCESS TO THE RISK MANAGEMENT PRODUCTS**

- 6.1 The Data Consumer agrees that the Website, the Risk Management Products and Search Data will be used solely by the Data Consumer.
- 6.2 It is recorded that the Data Consumer shall not be entitled to alter, amend, sell, let, licence, transfer, transmit or otherwise distribute:
  - 6.2.1 Search Data; or

6.2.2 any of the Risk Management Products;

6.2.3 its access to the Website and/or the Risk Management Products;

or any part thereof, to any third party without the express prior written approval of LNRM. Where the consent of LNRM has been validly obtained, the Data Consumer must accredit the Risk Management Products, or any data or information comprising the Search Data, to LNRM, in the manner specified by LNRM in writing.

6.3 The Data Consumer shall comply with all Regulatory Provisions relating to the Risk Management Products, the Website and Search Data (including without limitation the use, storage and maintenance of Search Data) and shall dispose of Search Data in the manner and when required in terms of any Regulatory Provisions.

6.4 All Access Codes issued to the Data Consumer shall be for the sole and exclusive use of the Data Consumer. The Data Consumer shall at all times take such reasonable measures as may be required in order secure the Access Codes and shall not release or in any way disclose or release the Access Codes to any third party.

6.5 LNRM shall store a record of all Data Enquiries conducted by the Data Consumer and all Search Data provided to the Data Consumer pursuant to such Data Enquiries. Such data shall however be deleted by LNRM when required in terms of any Regulatory Provision or by any Competent Authority.

## **7. INTELLECTUAL PROPERTY**

7.1 The Data Consumer acknowledges that any and all intellectual property rights in, relating to, used or embodied in, or in connection with the Risk Management Products or the Website are not acquired by the Data Consumer but remain the property of LNRM or its Content Providers, as the case may be. The Data Consumer shall at no time in any way question or dispute the ownership by LNRM or its Content Providers, as the case may be, of any such rights.

7.2 The Data Consumer hereby indemnifies LNRM fully against all liabilities, costs and expenses which LNRM may incur as a result of providing the Risk Management Products, which result in the infringement of any third parties intellectual property rights.

7.3 LNRM shall have no liability to the Data Consumer if any intellectual property infringement and resultant claim is based upon the use of the Risk Management Products in a manner not expressly authorised by these Terms and Conditions.

7.4 The Data Consumer hereby indemnifies and holds LNRM harmless from any loss, costs or expense suffered or incurred in connection with any claim, suit or proceeding brought against LNRM insofar as it is based on a claim that the supply, access, use or sub-licensing of any of the Risk Management Products delivered in terms of these Terms and Conditions, and modified, or altered or combined with other information, data or Risk Management Products by the Data Consumer, constitutes an infringement because of such modification, alteration or combination.

## **8. REPRESENTATIONS AND WARRANTIES OF THE DATA CONSUMER**

The Data Consumer represents and warrants that:

- 8.1 it has the right, power and authority to enter into these Terms and Conditions and to fully perform its obligations under these Terms and Conditions;
- 8.2 it has and shall at all times continue to comply with all Regulatory Provisions, as well as the conditions, standards and requirements prescribed by any Regulatory Provision or any Competent Authority which may be applicable from time to time in respect of the Risk Management Products, the Website and/or the Search Data;
- 8.3 it shall not do or omit to do anything which may cause LNRM any harm or loss, including but not limited to any injury to the reputation of or goodwill attaching to LNRM;
- 8.4 it shall immediately notify LNRM if there is any reason to believe that the Risk Management Products, the Website and/or Search Data has become compromised or is likely to become known or used by someone not authorised to use it or is being or is likely to be used in an unauthorised way;
- 8.5 it shall use its best endeavours to provide any assistance as may be requested by LNRM upon the happening of any event referred to in clause 8.4;
- 8.6 it shall procure Search Data from LNRM and use such Search Data only:
  - 8.6.1 for a legitimate purpose and to the extent permitted or required by the National Credit Act or other applicable Regulatory Provision; or
  - 8.6.2 as directed by:
    - 8.6.2.1 the instructions of the Data Subject; or
    - 8.6.2.2 an order of court or the National Consumer Tribunal established in terms of the National Credit Act;
- 8.7 it shall obtain the consent of the Data Subject, prior to submitting a Data Enquiry, where such consent is required in terms of the National Credit Act or other applicable Regulatory Provision.

## **9. GENERAL PROVISIONS RELATING TO WARRANTIES AND UNDERTAKINGS**

- 9.1 Each representation and warranty set out in Clause 8:
  - 9.1.1 shall be a separate warranty; and
  - 9.1.2 shall in no way be limited or restricted by reference to or inference from the terms of any other warranty; and
  - 9.1.3 shall be for the sole benefit of LNRM.
- 9.2 The representations and warranties set out in Clause 8 shall be deemed to be repeated on each date when a Data Enquiry is made with reference

to the facts and circumstances then subsisting, as if made at each such time.

**10. REPRESENTATIONS AND WARRANTIES OF LNRM**

LNRM has not made and does not make any representations nor give any warranties or guarantees of any nature whatsoever which are not specifically set forth in or contemplated by these Terms and Conditions, including, without limitation in relation to:

- 10.1 the accuracy, efficacy or completeness of the Risk Management Products, the Website or any Search Data;
- 10.2 any delay or failure in the Website and/or transmission of any Search Data,

**11. INDEMNIFICATION BY THE DATA CONSUMER**

11.1 The Data Consumer agrees to, and shall, indemnify, defend and hold harmless LNRM, its Affiliates and their respective directors, shareholders, officers, agents, employees, successors and assigns from and against any and all claims, demands, suits, actions, judgements, damages, costs, losses, expenses (including attorney's fees and expenses) and other liabilities arising from and in connection with or related in any way, whether directly or indirectly, to:

- 11.1.1 the Data Consumer's performance of its obligations, in terms of these Terms and Conditions; or
- 11.1.2 any breach or alleged breach of any of the representations, warranties, undertakings or agreements made by the Data Consumer under these Terms and Conditions; or
- 11.1.3 any claim by a third Party arising from any claim, injury, loss or damage for which LNRM is exempted from liability in terms of clause 12.1; or
- 11.1.4 the exercise by LNRM of any of its rights in terms of these Terms and Conditions; or
- 11.1.5 any act or omission of LNRM or any of LNRM's Affiliates and their respective directors, shareholders, officers, agents, employees, successors and assigns in connection with these Terms and Conditions, any Search Data, the Website or any Risk Management Product.

11.2 The Data Consumer shall promptly notify LNRM of any such claim. The Data Consumer shall bear full responsibility for the defence (including any settlements), provided, however, that:

- 11.2.1 the Data Consumer shall keep LNRM informed of and consult LNRM in connection with the progress of such litigation or settlement; and
- 11.2.2 the Data Consumer shall not have any right, without LNRM's prior written consent, to settle any such claim if such settlement arises from or is part of any criminal action, suit or proceeding or

contains a stipulation or admission or acknowledgement of, any liability or wrongdoing (whether in contract, delict or otherwise) on the part of LNRM and/or any of LNRM's Affiliates.

## 12. EXCLUSION OF LIABILITY

- 12.1 The Data Consumer agrees that LNRM, its Affiliates and their respective directors, shareholders, officers, agents, employees, successors and assigns shall not be responsible and the Data Consumer hereby absolves and holds LNRM harmless for any loss of whatever nature, howsoever arising or caused, including but not limited to as a result of:
- 12.1.1 LNRM acting in terms of these Terms and Conditions;
  - 12.1.2 the Data Consumer using the Website or any Risk Management Product;
  - 12.1.3 the submission of any Data Enquiry;
  - 12.1.4 the receipt and/or use of any Search Data by the Data Consumer or any other person whatsoever.
- 12.2 LNRM shall not under any circumstances whatsoever be liable for any consequential damages suffered by the Data Consumer, including but not limited to loss of property, profit, business, revenue, goodwill or anticipated savings.

## 13. BOOKS, RECORDS AND AUDITS

- 13.1 The Data Consumer shall, in respect of each Data Enquiry, maintain the Prescribed Records in respect of such Data Enquiry for a period of 12 (Twelve) months following the date upon which each such Data Enquiry is made.
- 13.2 Upon no less than 5 (Five) days' notice to the Data Consumer, LNRM or its authorised agent may audit the Prescribed Records to ensure compliance with these Terms and Conditions.
- 13.3 All costs incurred by either of the Parties in respect of any audit conducted pursuant to clause **Error! Reference source not found.** shall be borne by LNRM, save where such audit reveals a breach of these Terms and Conditions or a material defect in the Prescribed Records, in which event the Reseller shall be liable for all such costs.
- 13.4 Notwithstanding clause **Error! Reference source not found.**, LNRM shall at any time be entitled, but not obliged, to require the Data Consumer to provide LNRM with written proof of any consent required to be procured from a Data Subject pursuant to the National Credit Act or any applicable Regulatory Provision, prior to releasing Search Data to the Data Consumer.

## 14. ENTITLEMENT OF LNRM

- 14.1 LNRM shall be entitled to, without any liability whatsoever:
- 14.1.1 change the make-up or the technical specification of the Website or any Risk Management Product;

- 14.1.2 suspend the Data Consumer's access to the Website and/or any Risk Management Product for operational reasons such as repair, maintenance or improvement or because of an emergency; or
  - 14.1.3 suspend the Data Consumer's access to the Website and/or any Risk Management Product if it reasonably believes that the Data Consumer has breached or will breach these Terms and Conditions; or
  - 14.1.4 give the Data Consumer instructions which it believes are relevant and/or necessary for any reason whatsoever.
- 14.2 LNRM reserves the right to revoke the Data Consumer's access to the Website and/or the Risk Management Products at any time if there is a risk of compromise to the integrity of the Website, any Risk Management Product, the Search Data or otherwise.
- 14.3 The Data Consumer shall use its best endeavours to grant LNRM such access and provide any assistance as may be requested by LNRM.

## **15. BREACH AND TERMINATION**

- 15.1 Notwithstanding any other provision of these Terms and Conditions, if the Data Consumer is in any way in breach of these Terms and Conditions, LNRM may, without prejudice to any of its other rights and remedies and without notice, terminate the access to the Website and/or the Risk Management Products to the Data Consumer and/or, without notice, terminate these Terms and Conditions.
- 15.2 If:
- 15.2.1 any Content Provider:
    - 15.2.1.1 terminates any agreement with LNRM; or
    - 15.2.1.2 is unable or unwilling to provide any Search Data to LNRM; or
  - 15.2.2 any Search Data is unavailable or becomes unavailable to LNRM; or
  - 15.2.3 LNRM elects to:
    - 15.2.3.1 modify the Website;
    - 15.2.3.2 modify or discontinue a Risk Management Product; or
    - 15.2.3.3 not to continue supplying Search Data or any form or category of Search Data;
- LNRM shall, notwithstanding anything contained in these Terms and Conditions, be entitled to terminate the Data Consumer's access to the Website and/or the relevant Risk Management Product or portion thereof.
- 15.3 The exercise of any of LNRM's rights in terms of this clause 15 shall be without prejudice to any other rights or remedies to which LNRM may be entitled hereunder or at law, and shall not affect any accrued rights or liabilities of LNRM nor the coming into or continuance in force of any

provision which is expressly or by implication intended to come into, or continue in, force, on or after such exercise.

**16. PRIVACY POLICY**

The Data Consumer acknowledges and accepts LNRM's privacy policy as published on the Website from time to time.

**17. FORCE MAJEURE**

LNRM shall not be liable to the Data Consumer for any default or delay in the performance of any its obligations if, and to the extent that, such default or delay is caused by any act of God, war or civil disturbance, court order, any delay in any performance due from another party, or any other circumstance beyond its reasonable control, including without limitation, failures and fluctuations in electrical power or communications, provided that LNRM is without fault in causing such default or delay.

**18. ASSIGNMENT, CESSION AND DELEGATION**

18.1 The Data Consumer shall not be entitled to assign, cede, delegate or transfer any rights or obligations acquired in terms of these Terms and Conditions, in whole or in part, to any other party or person without the prior written consent of LNRM.

18.2 LNRM shall in its discretion be entitled cede, assign or otherwise transfer its rights and/or delegate any or all of its obligations under these Terms and Conditions, without procuring the consent of the Data Consumer and if LNRM does so the Data Consumer hereby consents to such cession, assignment or delegation.

**19. CONFLICTS AND AMBIGUITIES**

19.1 If there is any conflict between these Terms and Conditions and any other terms, rules or regulations of the Risk Management Products, these Terms and Conditions shall prevail.

19.2 If there is any conflict between these Terms and Conditions and any agreement between a Reseller the Data Consumer, these Terms and Conditions shall prevail.

**20. STATUS OF THE RELATIONSHIP BETWEEN THE PARTIES**

20.1 These Terms and Conditions shall not operate to constitute the Data Consumer as a partner, employee and/or agent of LNRM and the Data Consumer shall not represent itself as such.

20.2 Nothing contained in the Terms and Conditions shall authorise or empower the Data Consumer to enter into any contracts or other commitments on behalf of LNRM.

**21. DISPUTE RESOLUTION**

21.1 Any unresolved dispute between the parties arising out of or in connection with these Terms and Conditions, including, its existence, application, breach, interpretation, validity, termination or cancellation,

shall be submitted to and decided by arbitration in terms of The Arbitration Act, 1965, of the Republic of South Africa, subject to the following provisions:

- 21.1.1 The tribunal shall consist of one arbitrator.
  - 21.1.2 The arbitration proceedings shall be in accordance with the formalities and/or procedures determined by the arbitrator.
  - 21.1.3 The arbitration shall be held in Johannesburg or Durban, as determined by LNRM in its sole discretion.
  - 21.1.4 The language of the arbitration shall be English.
  - 21.1.5 The arbitrator's decision shall be binding and shall not be appealable to any court in any jurisdiction. Any party may however enter such decision in any court having competent jurisdiction.
  - 21.1.6 The parties shall endeavour to ensure that the arbitration is completed within 90 days after notice requiring the claim to be referred to arbitration is given.
  - 21.1.7 The decision of the arbitrator shall be in writing. The arbitrator shall give reasons for his award.
  - 21.1.8 The proceedings and decision shall be confidential to the parties and their advisers.
  - 21.1.9 The arbitrator shall be a practicing attorney or advocate of not less than 10 (Ten) years' standing or a retired judge, who, in the absence of agreement reached within 14 (Fourteen) days of the arbitration being demanded, shall, depending on whether the arbitration is held in Johannesburg or Durban, be appointed by the President or acting President of the Law Society of the Northern Provinces or the President or acting President of the KwaZulu-Natal Law Society.
- 21.2 Notwithstanding the provisions of this clause 21:
- 21.2.1 This arbitration clause shall not preclude LNRM from seeking urgent relief in a court of appropriate jurisdiction, where grounds for urgency exist; and
  - 21.2.2 in the event of LNRM having a claim against the Data Consumer for a liquidated amount or an amount which arises from a liquid document, then LNRM shall be entitled to institute action therefor in a court of law rather than in terms of the above clauses, notwithstanding the fact that the Data Consumer may dispute such claim.

## **22. GOVERNING LAW**

The law governing these Terms and Conditions, including without limitation its interpretation and all disputes arising out of these Terms and Conditions, is the law of South Africa. The parties submit to the exclusive jurisdiction of the South African courts in respect of any matter arising from or in connection with these Terms and Conditions, including its termination. The parties further consent to

the non-exclusive jurisdiction of the High Court, Durban and Coast Local Division.

### **23. NOTICES AND LEGAL PROCESS**

23.1 Each party chooses as its address for all purposes under these Terms and Conditions ("chosen address"), whether for serving any court process or documents, giving any notice, or making any other communications of whatsoever nature and for any other purpose arising from these Terms and Conditions ("notice"), as follows:

The Data Consumer

The domicilium address provided by the Data Consumer pursuant to its registration either with LNRM or the Reseller

215 North Ridge Road, Morningside, Durban, 4001

LNRM/Reseller:

23.2 Any notice required or permitted under these Terms and Conditions shall be valid and effective only if in writing.

23.3 Any party may by notice to the other party change its chosen address to another physical address in the Republic of South Africa and such change shall take effect on the seventh day after the date of receipt by the party who last receives the notice.

23.4 Any notice to a party contained in a correctly addressed envelope and delivered by hand to a responsible person during ordinary business hours at its chosen address, shall be deemed to have been received on the date of delivery.

23.5 Notwithstanding anything to the contrary herein, a written notice actually received by a party, including a notice sent by telefax, shall be an adequate notice to it notwithstanding that it was not sent or delivered to its chosen address.

### **24. INTERPRETATION**

24.1 Clause and paragraph headings are for purposes of reference only and shall not be used in interpretation.

24.2 Unless the context clearly indicates a contrary intention, any word connoting:

24.2.1 any gender includes the other two genders;

24.2.2 the singular includes the plural and vice versa;

24.2.3 natural persons includes artificial persons and vice versa;

24.2.4 insolvency includes provisional or final sequestration, liquidation or judicial management.

- 24.3 A reference to a Business Day is a reference to any day excluding Saturday, Sunday and a public holiday in the Republic of South Africa.
- 24.4 When any number of days is prescribed such number shall exclude the first and include the last day unless the last day falls on a Saturday, Sunday, or a public holiday in the Republic of South Africa, in which case the last day shall be the next succeeding Business Day.
- 24.5 The eiusdem generis rule shall not apply and accordingly, whenever a provision is followed by the word "including" and specific examples, such examples shall not be construed so as to limit the ambit of the provision concerned.
- 24.6 Where any term is defined within the context of any particular clause in these Terms and Conditions, then, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, the term so defined shall bear the meaning ascribed to it for all purposes in terms of these Terms and Conditions, notwithstanding that that term has not been defined in the definition clause.

## **25. GENERAL AND MISCELLANEOUS**

- 25.1 These Terms and Conditions constitutes the sole record of the agreement between the parties with regard to the subject matter hereof. LNRM shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.
- 25.2 No relaxation or indulgence which LNRM may grant to the Subscriber shall constitute a waiver of the rights of LNRM and shall not preclude LNRM from exercising any rights which may have arisen in the past or which might arise in future.
- 25.3 Any provision of these Terms and Conditions which contemplates performance or observance subsequent to any termination or expiration of these Terms and Conditions shall survive any termination or expiration of these Terms and Conditions and continue in full force and effect.
- 25.4 No addition to, variation of, or agreed cancellation of, these Terms and Conditions shall be of any force or effect unless in writing and signed by or on behalf of both the parties.