

TERMS AND CONDITIONS

1. Definitions

"**Litre/Volume**" means litres/volume dispensed by a filling station/site/location;

"**System**" means the functionality whereby V2 Global provides the ability for subscribers to acquire and manage key performance indicators, data and related functionality, by means of installing specific hardware at a site or a number of sites;

"**Bundled Products**" means a pre-arranged combination of an unbundled product suite with other services or ancillaries, offered to the Subscriber at an inclusive price;

"**Business Day**" means any day other than Saturday or Sunday which is not a bank or public holiday in the Territory or in the jurisdiction in which V2 Global's registered office is located;

"**Charges**" means the charges and fees as set out in this Agreement and/or any additional terms and conditions as applicable and any further charges and fees that may be payable by the Subscriber to V2 Global under this Agreement;

"**Claim**" has the meaning given to it in Clause 12.10;

"**Consideration**" means the total value of all and any payments made by V2 Global to the Subscriber in accordance with or in connection with this Agreement (including any Incentives) and including any prior debits or outstanding payments due to V2 Global from the Subscriber which remain unsettled and the total value of any discounts to Charges given by V2 Global to the Subscriber under this Agreement or any addendum to this Agreement (including but not limited to discounts to Software Products, training, Hardware, Equipment or Service Centre Support Charges, and to include the new value of any Equipment provided (if applicable), which are all made available to the Subscriber in advance in anticipation and consideration of the Subscriber complying with its obligations under this Agreement and continuing to dispense the anticipated / agreed volume of litres throughout the Term;

"**Control**" means, in relation to a body corporate or undertaking, the power of a person to secure that its affairs are conducted in accordance with the wishes of that person
a) by means of the holding of shares or the possession of voting power in or in relation to that or any other body corporate or undertaking; or
b) by virtue of any powers conferred by the articles of association or any other document regulating the affairs of or interests in that or any other body corporate or undertaking;
and, in relation to a partnership, means the right to a share of more than one-half of the assets, or of more than one-half of the income, of the partnership and "**Controlled**" and "**Controlling**" shall be construed accordingly;

"**DA**" means Device Address which is the V2 Global-assigned alpha numeric address for accessing the System;

"**Data Protection Laws**" means all applicable laws, regulations, regulatory requirements and codes of practice in connection with the use, processing and disclosure of Personal Data;

"**Data Subject**" means an individual about whom information is held, controlled or processed;

"**Equipment**" means any hardware or equipment provided by V2 Global to the Subscriber;

"**Force Majeure**" means, in relation to either party, a cause beyond the reasonable control of that party including but not limited to natural disasters, armed conflict, terrorist attacks, strikes, labour disputes, work stoppages, fire, acts of government, computer worms or viruses, (but not a failure by the Subscriber to implement adequate virus protection or surge protection or power back-up to mitigate the effects of load shedding), acts or omissions of any telecommunications or other supplier or any power failure, power surge or breakdown in equipment and, in relation to V2 Global only, further including any cause beyond its, or any V2 Global Group Company's, reasonable control affecting the proper performance of the System;

"**Hardware**" means the equipment that is provided to the Subscriber by V2 Global in accordance with the terms of Clause 6 of this Section D;

"**Intellectual Property Rights**" means copyright and all other intellectual property rights, including, without limitation, patents, trademarks, service marks, designs, domain names, database rights, moral rights (whether registered or unregistered) and any other similar protected rights in any country including the patent as registered;

"**Location(s)**" means the Subscriber's premises where V2 Global provides the System in the Territory pursuant to this Agreement;

"**Manuals**" means any documents, instructions or other information provided by V2 Global to the Subscriber for facilitating the correct use and operation of any products or services supplied under this Agreement, as amended or updated by V2 Global from time to time, including those in electronic format;

"**Message**" means any inquiry, request, command or other interaction with the V2 Global System generated by the Subscriber whether manually or by way of any automated programs. The number of Messages will be determined solely by V2 Global from its books and electronic records. V2 Global reserves the right to introduce new Message types and pricing related thereto at any time and the Subscriber's use of such new Message types will constitute the Subscriber's agreement to pay the then-current applicable fees. A single search or request by the Subscriber may generate multiple Message types;

"**Data**" means market information data as processed by V2 Global or its authorised nominee or representative, which contains site specific and general information. This would be any and all information obtained from site monitoring and other plug-in sources that could include Loyalty Programmes or other sources and which may contain Personal Data;

"**Optional Services**" has the meaning given to it in Section B;

"**Permitted Purpose**" means the obtaining of information via the V2 Global System that is not manipulated in any way by either party either directly or indirectly;

"**Incentive**" is the consideration paid for Digital Marketing Campaigns to the Subscriber in accordance with this agreement;

"**Personal Data**" means any personal data relating to identifiable natural persons and may include, amongst other things, name, address, telephone number(s) which may include sensitive data;

"**Principal Display**" means a comprehensive neutral display of data concerning customer requirements, site performance and other relevant information within a specified time period;

"**Product Data**" means data (which may include the identity of the Subscriber) which is extracted from the V2 Global System by the V2 Global Group Companies but which does not contain Personal Data;

"**Restricted Information**" means information which is disclosed to the Subscriber by V2 Global or any V2 Global Group Company pursuant to or in connection with this Agreement or otherwise in the course of negotiations or contractual discussions between the parties (whether in relation to this Agreement or otherwise) whether verbally or in writing or by any other means, and whether or not the information is expressly stated to be confidential or marked as such, including but not limited to the Consideration, Charges and other financial incentives payable under this Agreement, the Manuals, the Software Products, data records, consumer information supplied to the Subscriber by V2 Global or any V2 Global Group Company and all other passwords to access or use the V2 Global System;

"**Service Centre Support**" means the telephone advice line and online reporting tool which V2 Global provides to give the Subscriber assistance in the operation of the V2 Global System and to enable the Subscriber to report any faults in the operation of the V2 Global System, Hardware or Software Products supplied by V2 Global;

"**Services**" means all and any services as may be provided by V2 Global to the Subscriber under the terms of this Agreement from time to time;

"**Software Products**" means the latest release of software programs, technology and associated products and services, as are detailed in Section B and/or Section E and all other software programs as may be supplied from time to time by V2 Global to the Subscriber;

"**Subscriber Incentive Scheme**" means the incentive schemes by which V2 Global may make payments to the Subscriber for its participation in Digital Marketing Campaigns that V2 Global may propose during the Term, in accordance with Section C of this Agreement;

"**Subscriber Group Company**" means any person or entity Controlling, Controlled by or under common Control with the Subscriber, and '**Subscriber Group**' will be construed accordingly;

"**Third Party Product**" means any product (whether hardware of software) or service that is not provided by V2 Global or a V2 Global Group Company and is used by the Subscriber in conjunction with, or is affected by the V2 Global System;

"**V2 Global Technical, Operational Consulting Support Services**" means the provision of hardware, software and integration services to be provided by V2 Global to Subscribers for the use with and implementation of the V2 Global System as purchased by the Subscriber from V2 Global;

"**V2 Global System**" means a System operated by or for a V2 Global Group Company whether accessed via V2 Global directly or otherwise;

"**V2 Global Group Company**" means any person or entity Controlling, Controlled by or under common Control with V2 Global, and '**V2 Global Group**' will be construed accordingly;

"**Unbundled Product**" means the base product and ancillary product and services provided by V2 Global from time to time;

"**User Access**" has the meaning given to it in Clause 10.5;

"**Year**" means the period of 12 months from the Effective Date and from each anniversary of the Effective Date thereafter.

2. Access to V2 Global System and Provision of Services

In accordance with and subject to the terms and conditions of this Agreement, V2 Global hereby agrees to:

- (A) grant to the Subscriber a non-exclusive, revocable, non-assignable, non-transferable right to use and access in the Territory the V2 Global System and right to use the Software Products and Services for the Permitted Purpose; and
- (B) provide the Subscriber with any Optional Services and product subject to any additional charges, fees, terms and conditions.

3. Charges

- 3.1 In consideration of the services and products supplied by V2 Global under this Agreement, the Subscriber shall pay to V2 Global the Charges.
- 3.2 The Charges are expressed exclusive of any applicable tax, for which the Subscriber shall be additionally liable.
- 3.3 V2 Global will issue a valid tax invoice to the Subscriber in respect of the Charges at the frequency set out in Section B and the Subscriber shall pay the Charges due within 5 (five) days of the invoice date. V2 Global shall determine the volume and litres dispensed based on its own books and records and may refer to other data sources or records if needed.
- 3.4 Any other services or products supplied by V2 Global to the Subscriber for which a Charge is not expressly listed in this Agreement shall be charged by V2 Global at its rates prevailing when the service or product is supplied.
- 3.5 V2 Global shall have the right to introduce, change or increase any Charges at any time provided that not less than 30 days' prior written notice is given to the Subscriber, or on such lesser notice period as may be specified elsewhere in this Agreement.
- 3.6 In the event the Subscriber disputes any invoice then the Subscriber must notify V2 Global in writing within 5 days of receipt of the invoice. The Subscriber waives any right to dispute the invoice after such period has expired.
- 3.7 The Subscriber shall pay all Charges that are not disputed. In the event the Subscriber fails to pay in full on the due date any amount which is payable to V2 Global pursuant to this Agreement the amount outstanding shall bear interest, both before and after judgment, at 15% per annum or the prevailing maximum statutory rate (whichever is the higher) from the due date until payment is made in full. In addition, the system and all products supplied and services rendered will be suspended until the amount owing is settled in full. The subscriber will forfeit all charges, fees, levies and costs paid to date and will be liable to pay for all activation costs when the system is again made available for use by the Subscriber or liable for the de-installation cost prior to the term expiry.
- 3.8 V2 Global shall be entitled, but not obliged, at any time to set off any Charges or liability of the Subscriber to V2 Global or of any Subscriber Group Company, in each case howsoever arising against any liability of V2 Global (or any V2 Global Group Company) to the Subscriber (in either case howsoever arising including under the Subscriber Incentive Scheme or any other amounts referred to in Section C and irrespective of the currency of its denomination) and may for such purpose convert or exchange any currency.
- 3.9 The Subscriber acknowledges and agrees that V2 Global may engage third parties to recover outstanding invoices and as a result may provide the Subscriber's details to such third parties for such action. The Subscriber shall be liable for all costs incurred by V2 Global in enforcing payment of its invoices, including legal costs, collection agency charges and court fees. The Subscriber consents to V2 Global undertaking on-going credit monitoring and financial due diligence reviews of the Subscriber during the Term.
- 3.10 V2 Global reserves the right to introduce additional charges for enhanced system functionality at any time by providing the Subscriber with 30 days' prior written notice.
- 3.11 V2 Global reserves the right to introduce a charge in connection with system misuse or abuse without prior written notice pursuant to warning the Subscriber of such behaviour either verbally or in writing or both.
- 3.12 All sums payable by the Subscriber under this Agreement, whether for Charges, services, products, system abuse or otherwise as a result of claims by V2 Global against the Subscriber, are net of any withholding taxes. If the Subscriber is required by any applicable law to deduct taxes from or in respect of any sum payable under this Agreement to V2 Global, the amount paid shall be increased to the extent necessary to ensure that, after making all required deductions, V2 Global receives an amount equal to the sum that would have been received had no such deductions been required and the Subscriber shall then timely pay the amount due to the relevant tax authority. The Subscriber shall deliver to V2 Global a certified copy of the tax documents attesting to the collection of such withholding tax within a 30-day period following the payment date.

4. Subscriber Incentive Scheme

- 4.1 During the term of the Agreement, V2 Global may engage the Subscriber on Digital Marketing Campaigns and an incentive may be provided to the Subscriber on a quarterly basis should the Subscriber meet the Volume and/or Litre commitments on a monthly and quarterly basis.
- 4.2 Any Incentives included in Section C are expressed exclusive of any taxes and V2 Global shall have no obligation to pay any amounts except as required by the relevant local laws and subject to the issuance and receipt of a valid tax invoice.
- 4.3 V2 Global shall determine whether the Subscriber has met its obligations during the relevant calculation period prior to approving the Incentive pay out.
- 4.4 In the event that V2 Global has reasonable grounds for believing that the Subscriber is in breach of the terms of this Agreement then in addition to any other remedies available, V2 Global shall have the right to immediately suspend the application of the Subscriber Incentive Scheme without sending any notice to the Subscriber.
- 4.5 It is agreed by the Subscriber that V2 Global may amend the terms of the Subscriber Incentive Scheme and the associated terms of this Agreement on written notice to the Subscriber to the extent that such amendment is necessary to comply with any legislation or regulation applicable to V2 Global or this Agreement.
- 4.6 In the event of any non-payment, late payment or change to fees paid to the V2 Global Group by Vendors in relation to Incentives that would result in a fee revenue decrease or payment delay to the V2 Global Group, then V2 Global shall have the right to reduce, withhold and/or recover the Subscriber Incentive Scheme payments payable or paid to the Subscriber provided that not less than 30 days' prior written notice is given by V2 Global to the Subscriber.
- 4.7 The parties will use commercially reasonable endeavours to negotiate and agree on any other appropriate modifications to this Agreement within 60 days of V2 Global's notice issued under Clause 4.6.

5. Software Products, Services, Manuals and Equipment

- 5.1 The Software, Hardware and Equipment that constitutes the System will be provided and installed by V2 Global solely. Should the Subscriber require an integration with existing software or systems or assistance requested by the Subscriber with any other third party products utilised by the Subscriber, all such assistance shall be entirely at the Subscriber's risk and, subject to Clause 23 and to the maximum extent permitted by law, V2 Global shall have no liability to the Subscriber with respect to such support or assistance. V2 Global shall have no liability or responsibility for upgrading any Third Party Products which may be provided together with any Equipment or other products/services.
- 5.2 Unless specifically permitted under this Agreement, the Subscriber may not without the prior written consent of V2 Global:
 - (A) modify, enhance, reverse compile or adapt or alter the whole or any part of the Software Products, Hardware and Equipment supplied by V2 Global;
 - (B) permit the whole or any part of the Software Products, Hardware and Equipment to be combined with or incorporated in any other computer program, software, hardware and equipment;
 - (C) make any copies of the Software Products or any part thereof including any documents and manuals relating to them.
- 5.3 V2 Global may from time to time provide to the Subscriber new releases or alternate Software Products, Hardware and Equipment and will be installed by V2 Global. From the implementation date of any new release, the terms and conditions of this Agreement will apply to that new release and the Subscriber will discontinue using the superseded release. New terms and conditions may apply to the new release.
- 5.4 V2 Global may retire, withdraw, modify or replace all or part of any of the Software Products, Services, Optional Services, Hardware, Equipment and/or the V2 Global System from time to time. V2 Global shall give reasonable notice to the Subscriber of any such action.
- 5.5 The Software Products (or any part thereof) may be provided pursuant to a subscriber or license agreement between V2 Global and a third party software provider and in such cases, the Subscriber must first agree to any relevant additional terms and conditions applicable for the relevant Software Products before V2 Global will agree to grant access to those Software Products.
- 5.6 V2 Global may make certain Manuals available to the Subscriber which will, unless V2 Global agrees otherwise, be made available in electronic format.
- 5.7 Hardware and Equipment may be provided to the Subscriber by V2 Global under this Agreement and is subject to Clause 23 and to the maximum extent permitted by law. The Subscriber is liable for any loss or damage to such Equipment, normal wear and tear excepted. Title to and ownership of the Equipment shall remain at all times with V2 Global and on termination or expiry of this Agreement for any reason whatsoever, the Hardware and Equipment will be removed by V2 Global (subject to Clauses 6.7 and 6.8 below). The Subscriber agrees that V2 Global may, in its sole discretion, substitute the Equipment with equipment of substantially equivalent quality. Subject to Clause 23 and to the maximum extent permitted by law, V2 Global shall not be liable or responsible for the provision (replacement or upgrade) of any software associated or provided together with the Equipment.
- 5.8 Software Products, Hardware and Equipment may be provided with preconfigured workflows and rules which may be revised by V2 Global. If the Subscriber request consulting and configuration services from V2 Global for other Third Party Software and Equipment, then the Subscriber agrees to pay V2 Global's then current fees for such services.
- 5.9 In the event that the Subscriber uses the V2 Global System to access third party content then the Subscriber agrees that V2 Global shall have no liability whatsoever to the Subscriber with respect to such third party content and/or the third party application (if applicable). The Subscriber is responsible for contracting directly with the third party content provider or the third party application provider and shall fully indemnify V2 Global for any claims, costs, demands or expense that V2 Global might incur as a result of the Subscriber's failure to comply with its obligations in relation to the third party content/application provider.

6. HARDWARE / EQUIPMENT

- 6.1 Hardware / Equipment may be provided to the Subscriber from the time of contract confirmation and signature by the Subscriber of this Subscriber Agreement, to be delivered to the specified Location(s) and ending on the termination of this Agreement or the date upon which the Hardware / Equipment is removed from the Location by V2 Global, whichever occurs first. Any additional Charges for Hardware / Equipment shall be as set out in Section B of this Agreement.
- 6.2 V2 Global may at its discretion either install or direct its service provider to install the Hardware / Equipment at the Locations. Unless otherwise specifically agreed in writing, the Subscriber is responsible for maintaining the Hardware and Equipment.
- 6.3 The Subscriber shall not sell, sub-let, pledge, charge for or part with possession or control of or otherwise deal with the Hardware / Equipment or any interest therein, nor permit any charge or other encumbrance to be created on the Hardware / Equipment.

- 6.4 The Subscriber shall not:
- (A) use the Hardware / Equipment to access any Software or sites other than the V2 Global System; or
 - (B) cause or allow the Hardware / Equipment or any part thereof to be attached or affixed to any land or building so as to become a fixture; or
 - (C) remove any Hardware / Equipment from the Location(s) without V2 Global's express prior agreement.
- 6.5 The Subscriber shall at its own expense take out and maintain insurance against all usual risks relating to loss of or damage to the Hardware / Equipment for the full replacement cost thereof, from the time of delivery to the Location(s) until it is removed or returned to V2 Global in accordance with this Agreement. Such insurance shall be maintained with an insurance company acceptable to V2 Global, and the Subscriber shall produce to V2 Global on demand any policy and other details relating to such insurance and shall be appended to this Agreement following the Subscriber's confirmation of Agreement. V2 Global's interests shall be noted on such insurance.
- 6.6 Should this Agreement be terminated for any reason during the term of this Agreement, V2 Global retains the right to remove all Hardware / Equipment provided to the Subscriber pursuant to this Agreement from any and all locations and may charge the Subscriber for its removal.
- 6.7 The Hardware / Equipment is provided as is and without warranty or guarantee and, subject to Clause 23 and to the maximum extent permitted by law, V2 Global accepts no liability or responsibility for the condition or working order of the Hardware / Equipment.
- 6.8 In the event of any sums being outstanding to V2 Global and not recovered as prescribed in this agreement, V2 Global reserves the right at any time to enter any premises of the Subscriber or of any third party where the Hardware / Equipment is installed or stored for the purposes of recovering that Hardware / Equipment.
- 6.9 Where the Subscriber leases its business premises (or any part thereof), the Subscriber shall notify its landlord in writing that the Hardware and Equipment belongs to V2 Global and shall not be subject to any hypothec, and the Subscriber shall provide V2 Global with a copy of such notification.
7. **Risk**
- 7.1 V2 Global (or its authorised third party licensor, if applicable) shall at all times retain all right, title and interest in and to the Software Products, the Manuals, literature, Equipment, Hardware and to any Intellectual Property Rights in respect thereof. The Subscriber shall have no right, title or interest in the same other than to use the same upon the terms and conditions contained in this Agreement.
- 7.2 The Subscriber shall properly record that the V2 Global System and Software Products, Equipment and Hardware are owned or licensed by V2 Global and shall not account for the same in its books in any way as assets of the Subscriber, nor shall it sell or subject any part of the V2 Global System or Software Products, Equipment and Hardware to any lien, pledge, mortgage, charge or other encumbrance.
- 7.3 Risk in the whole or any part of the Software Products, Equipment and Hardware will pass to the Subscriber within reason upon delivery to the Subscriber or its agent or representative, whether at the Location(s) or otherwise.
- 7.4 The Subscriber shall from the date of signature and during the Term of the Agreement, put in place and maintain insurance for the full replacement value of the Software Products, Equipment and Hardware with a reputable insurer. The Subscriber shall on V2 Global's reasonable request provide copies of or evidence of the insurance policies. It is recorded that the Subscriber must ensure that adequate and sufficient insurance cover is provided to cover the Software, Equipment and Hardware from the date of installation to the date of removal/de-installation by V2 Global.
8. **Operation of the V2 Global System, Software Products, Equipment and Hardware**
- 8.1 The Subscriber agrees that it will use, access or seek access to the V2 Global System only as follows:
- (A) strictly in accordance with the terms of this Agreement and any operating instructions given from time to time by V2 Global; and
 - (B) solely for the Permitted Purpose.
- 8.2 The Subscriber:
- (A) shall take all reasonable precautions to prevent any unauthorised use of the V2 Global System, and any user sign-on identity assigned to the Subscriber;
 - (B) shall not use the V2 Global System in such a way that, in V2 Global's reasonable opinion, adversely affects V2 Global's service to its other customers or otherwise;
 - (C) shall not provide, sub-licence or otherwise make available the V2 Global System, Software Products, Equipment and Hardware to any third party or person other than the Subscriber's employees, agents or other personnel and the Subscriber shall procure that such employees and personnel shall use and access the same in accordance with the provisions of this Clause 8 only;
 - (D) undertakes during the continuance of this Agreement at its own expense to establish and maintain reasonable and appropriate safeguards against the destruction, loss or unauthorised alteration of the Software Products, Equipment, Hardware and the V2 Global System, and shall institute reasonable security and disaster recovery procedures (including, but not limited to, the adoption of a security firewall and anti-spyware protection up-to-date virus protection procedures and software or any such items as may be requested by, or provided by, V2 Global from time to time) to restrict the destruction, corruption or unauthorised access to the Software Products and/or the V2 Global System, data and data files, Equipment and Hardware;
 - (E) shall ensure that V2 Global System, Software Products, Equipment and Hardware are not used to transmit personal messages; transfer, provide access to or redistribute any data to any third party; or for any other purpose not authorised by V2 Global;
 - (F) shall not directly, indirectly, manually, or through robotic devices access or use, or allow any third party to access or use, the V2 Global System to train anyone other than Subscriber's employees or agents; or transact, create, process, or service any transactions outside the V2 Global System; or develop, test, market, use, or permit any third party to use any software applications, payment gateways, or any technology, product or service which has any adverse effect to any V2 Global technology, product or service as determined by V2 Global in its sole discretion;
 - (G) shall comply with all laws, regulations, rules, orders or directives that relate to its use of the V2 Global System;
 - (H) shall be responsible for ensuring its personnel are adequately trained in the system usage and Vendor offerings; and
 - (I) shall at all times comply with the Payment Card Industry Data Security Standards.
- 8.3 The Subscriber agrees not to undertake or allow any activity that has (or is likely to have) an adverse effect on the V2 Global System or the provision of the V2 Global System to other users. Such activity includes excessive tampering with the System not related to transactional processing or training on the System; accessing the V2 Global System outside normal commercial use; making or submitting excessive cancellations or any data which is excessive in size and content; or submitting fraudulent transactions, constitute an excessive use of the V2 Global System. If in V2 Global's opinion, a Subscriber is using or attempting to use the V2 Global System at excessive levels (such determination to be made solely by V2 Global) then V2 Global may (i) communicate with the Subscriber and try to establish the reasons for the high usage and how the usage patterns and habits can be modified to reduce the use of the V2 Global System to reasonable commercial levels, or (ii) reduce or restrict the Subscriber's capability to access the V2 Global System.
- 8.4 If the Subscriber allows its employees, agents, personnel or contractors to access the V2 Global System from a remote location ("**Remote Users**"), then in addition to the terms set forth in this Clause, the following shall apply:
- (A) the Subscriber shall ensure that each Remote User secures the appropriate hardware and software necessary to access the V2 Global System in accordance with any applicable Manuals or V2 Global minimum specifications;
 - (B) ensure adequate protection and firewalls are in place to prevent system being compromised when accessed remotely.
- 8.5 In many cases the use of the V2 Global System and associated services will be via use of and access through the Internet, either directly or through devices that access web-based content, and the Subscriber shall be wholly responsible for any charges or service fees associated with such access. The Subscriber is responsible for all equipment necessary to make such connection to the Internet, including a computer and modem or other access device and V2 Global has no responsibility nor does V2 Global warrant uninterrupted use of the V2 Global System, Software Products Equipment and Hardware which are subject to access availability via the Internet or due to load shedding or otherwise. The Subscriber shall not access the V2 Global System and/or Software Products by any means other than through the interfaces that are provided or approved by V2 Global.
- 8.6 V2 Global may immediately suspend or limit the Subscriber's access to the System if V2 Global's terms and conditions are breached or is requested by a preferred Vendor to limit access. In such case V2 Global shall have no liability to the Subscriber for any loss, cost, claim, damage, expense or other harm suffered by the Subscriber as a result of such suspension or limitation.
- 8.7 V2 Global may terminate or cease provision of particular functionality or content types in the V2 Global System, or any part of it at any time without notice, subject always to ensuring that this does not affect the Subscriber's ability to access the V2 Global System in accordance with the terms of this Agreement.
- 8.8 In the event the Subscriber's business model of operations are such that it may transact in more than a single currency then the Subscriber authorises V2 Global to undertake the required currency conversion at the applicable rate of the V2 Global System and any risk with respect to the currency conversion (including but not limited to change in currency rates and agency debit memos) shall remain with the Subscriber.
9. **Displays**
- 9.1 The Subscriber agrees to access the Principal Display and agrees not to manipulate data supplied by the V2 Global System in a manner that would result in the inaccurate, misleading or discriminating presentation of information to its customers or any other party.
- 9.2 Notwithstanding Clause 9.1, the Subscriber may request V2 Global to configure the display of information as approved by V2 Global and as provided for by the System at the cost of the Subscriber. V2 Global reserves the right to include sponsored information, promotions or marketing within its data display without seeking approval from the Subscriber.
10. **Third Party Products and Services**
- 10.1 The Subscriber shall ensure that any Third Party Products meet V2 Global's minimum technical standards for access to and use in association with the V2 Global System. If, in V2 Global's reasonable opinion, any Third Party Product does not meet V2 Global's minimum technical standards, V2 Global will notify the Subscriber of the reasons and may suspend access to the V2 Global System until V2 Global is reasonably satisfied that such Third Party Product meets V2 Global's minimum technical standards.
- 10.2 The Subscriber warrants that it has obtained all necessary consents, approvals and licences for the use of the Third Party Products and the use of such Third Party Products will not violate any Intellectual Property Rights belonging to any third party.
- 10.3 If a Subscriber's use of a Third Party Product adversely affects the use of the V2 Global System by any other party, then V2 Global may require that the Subscriber discontinue its use of such Third Party Product until the Subscriber can demonstrate that it has resolved the adverse effect.
- 10.4 The Subscriber acknowledges and agrees that V2 Global will have no liability whatsoever with respect to any Third Party Product and that V2 Global does not make any warranties, representations or undertakings in respect thereof, including but not limited to the content of any third parties which may be referred to or accessed by the V2 Global System.
- 10.5 The Subscriber shall be responsible for obtaining, installing, supporting, and maintaining all components of its own communications network such as ADSL, dial-up phone line, ISDN or cable access ("**User Access**"), together with paying all charges of the relevant communications providers. V2 Global recommends that the Subscriber establishes a firewall, in which case the Subscriber

shall configure such firewall in accordance with documentation supplied by V2 Global upon the Subscriber's reasonable request. V2 Global shall have no responsibility whatsoever with respect to the User Access, including, but not limited to, the performance or reliability of the User Access.

10.6 The Subscriber will not be allowed to use its own local area network operating environment ("LAN") to access the V2 Global System.

10.7 The Subscriber shall at all times be responsible for its Third Party Products including the obtaining, installation, operation, support and maintenance thereof.

11. Warranties

11.1 Each of the Subscriber and V2 Global hereby represents and warrants that it has the requisite authority and power to enter into this Agreement and perform its obligations hereunder.

11.2 Subject to Clause 11.3, V2 Global warrants that it will use reasonable care and skill in performing its obligations under this Agreement.

11.3 The parties acknowledge that the information provided to the Subscriber via the V2 Global System is the information obtained from the Subscriber's location/s and from other specified sources. V2 Global makes no representation or warranty regarding the accuracy, reliability or continued availability of any information provided to the Subscriber via the V2 Global System, and, subject to Clause 23 and to the maximum extent permitted by law, the Subscriber hereby releases and waives any claims against V2 Global concerning the accuracy or reliability of such information.

11.4 Except as expressly provided in this Agreement, V2 Global makes no representation or warranty of any kind, and to the maximum extent permitted by law, expressly disclaims and excludes all conditions, warranties, representations, undertakings and terms, whether implied, statutory, or arising out of custom, course of dealing or usage of or in trade, including warranties of merchantability or fitness for a particular purpose.

12. Liability

The provisions of this Clause 12 are subject to Clause 23 and apply to the maximum extent permitted by law.

12.1 If V2 Global is prevented or delayed from performing its obligations under this Agreement by reason of any act or omission of the Subscriber, then the Subscriber shall pay to V2 Global all reasonable costs, charges and losses sustained or incurred by V2 Global as a result.

12.2 In no event will V2 Global be liable for any damages resulting from:

- (A) loss of data or use, loss of revenue, loss of profits, loss of contracts, loss of anticipated savings, loss of goodwill or third party claims whether such losses are direct or indirect; or
 - (B) any losses or damages that are indirect or secondary consequences of any act or omission of V2 Global, its employees, representatives, contractors or agents,
- In either case, whether such losses or damages were reasonably foreseeable or actually foreseen.

12.3 V2 Global hereby excludes any liability of any kind relating to any problems of whatever nature which have been caused in the reasonable opinion of V2 Global by the Subscriber's failure to comply with its obligations under this Agreement or any act or omission of the Subscriber.

12.4 In no case shall the liability of V2 Global to the Subscriber arising out of or connected with this Agreement exceed the total sum of ZAR500,000.00 (five hundred thousand SA Rand) inclusive of all relevant charges and taxes.

12.5 All liability that is not expressly assumed by V2 Global in this Agreement is hereby excluded to the fullest extent permitted by law, save that V2 Global shall not seek to exclude or limit its liability for fraud.

12.6 The limitations set out in this Clause 12 will apply regardless of the form of action, whether under statute, in contract, tort, including negligence, or any other form of action. For the purposes of this Clause, a reference to V2 Global includes V2 Global's Group Companies, employees, agents, contractors, representatives and suppliers.

12.7 The Subscriber shall have no rights against V2 Global unless the Subscriber shall have served written notice of the same upon V2 Global within 30 days of the date it became aware of the circumstances giving rise to the event in question or the date when it ought reasonably to have become so aware.

12.8 Nothing in this Clause 12 shall be interpreted as placing a limit on either party's liability for death or personal injury caused by negligence or any other liability that cannot by law be excluded or limited.

12.9 The Subscriber agrees to indemnify and keep indemnified and defend at its own expense, V2 Global (and/or any V2 Global Group Company or Vendor) against all and any costs, claims, losses, liability and/or expenses (including legal fees) incurred by V2 Global (and/or any V2 Global Group Company or Vendor) or for which V2 Global (and/or any V2 Global Group Company or Vendor) may become liable due to any failure by the Subscriber or its employees or agents to comply with any of its obligations under this Agreement or as a result of the breach of any warranty given by the Subscriber in this Agreement.

12.10 V2 Global shall defend or settle any suit, action, claim, demand or proceedings alleging that the V2 Global System, Software Products, Equipment and Hardware infringes any Intellectual Property Rights enforceable in the Territory (a "Claim") and shall, subject to the Subscriber complying with the procedure for notifying claims set out in Clause 12.11 below, indemnify the Subscriber against any liability, costs, claims, damages or expenses under or in respect of any proceedings brought by any third party against the Subscriber alleging that the use of the V2 Global System or any Software Products constitutes such an infringement.

12.11 Following receipt of any Claim against it, the Subscriber shall promptly give written notice thereof to V2 Global together with a copy of any document setting out the Claim and the Subscriber shall provide V2 Global with reasonable assistance and shall give sole authority to V2 Global to defend or settle the Claim.

12.12 The provisions of this Clause 12 constitute a stipulation for the benefit of the V2 Global Group Companies which may be accepted by any of them at any time, without them being required to do so in writing or to notify the Subscriber of such acceptance.

13. Proprietary Rights and Data Protection

13.1 The Subscriber acknowledges and agrees that it does not acquire any Intellectual Property Rights, proprietary rights or other rights in, or to:

- (A) the data stored in or accessed via the V2 Global System; or
- (B) any Software Products, Equipment, Hardware and documentation (including the Manuals), trademarks or service marks of any of the V2 Global Group Companies; or
- (C) any related materials used in connection with the V2 Global System, except as expressly provided in this Agreement.

13.2 The Subscriber agrees and acknowledges that it shall have no right to use for any purpose any trade mark (whether in word and/or logo device form) or any other Intellectual Property Rights of V2 Global without the prior written consent of V2 Global and then only in such form and upon such terms as V2 Global may from time to time specify in writing.

13.3 The Subscriber, both during and after the Term of this Agreement:

- (A) shall comply with the Data Protection Laws; and
- (B) shall not do, or cause or permit to be done, anything that may cause or otherwise result in a breach by the Subscriber, V2 Global or any third party of the Data Protection Laws.

13.4 The Subscriber warrants that in the collection, control and management of Personal Data it has complied with all applicable Data Protection Laws. Each of V2 Global and the Subscriber warrant to the other that it will process the Personal Data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments.

13.5 The Subscriber warrants that, having regard to the state of technological development and the cost of implementing any measures, it will:

- (A) take appropriate technical and organisational measures against the unauthorised or unlawful processing of Personal Data and against the accidental loss or destruction of, or damage to, Personal Data to ensure a level of security appropriate to (i) the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction of damage; and (ii) the nature of the Personal Data to be protected including, but not limited to sensitive Personal Data; and
- (B) take necessary steps to ensure that customers or the Subscriber have consented to their Personal Data being processed by V2 Global both within and outside of the Territory.
- (C) not alter, delete, add to or otherwise interfere with Personal Data or information (save where expressly required to do so by the terms of this Agreement).

13.6 The Subscriber warrants that the V2 Global Group Companies will have the right to extract, use and send any data that the Subscriber enters into the V2 Global System, to the participating Vendor and Oil Brand Company in the relevant transaction, for the sole purpose of facilitating such transaction. The Subscriber further warrants that the V2 Global Group Companies will not be in breach of any applicable and relevant laws (including but not limited to Data Protection Laws) by such use and processing of this data and is not limited to Personal Data.

13.7 V2 Global will have the right to extract Product Data and to disclose (including sell) and send Product Data to third parties.

13.8 Without prejudice to the generality of Clause 13.4 above the Subscriber hereby warrants and undertakes that any data supplied by it to V2 Global (whether stored on or sent over the V2 Global System or on the Software Products or otherwise pursuant to this Agreement) will not contain anything obscene, offensive or defamatory, or which is in breach of any laws or regulations.

13.9 V2 Global's privacy policy (as updated from time to time) is available for viewing at any time at <https://V2Gsol.com>.

14. Termination

14.1 V2 Global may terminate this Agreement by giving the other party at least two week's written notice, such notice not to expire before the first anniversary of the Effective Date.

14.2 Either party may immediately terminate this Agreement by giving written notice to the other party if:

- (A) the other party commits any material breach of any of the provisions of this Agreement (including a breach of warranty) and, if the breach is capable of remedy, fails to remedy it within 30 days after being given a written notice setting out in reasonable detail the breach and requiring it to be remedied; or
- (B) an encumbrancer takes possession of, or (if that other party is a company) an administrative receiver, receiver or manager is appointed over any of the property or assets of that other party; or
- (C) the other party makes any voluntary arrangement with his or its creditors or (if a company) has an administrator appointed or any person takes any steps, including filing documents with any court of competent jurisdiction and giving notice of intention to appoint an administrator, for the purpose of placing it in administration; or
- (D) the other party (if an individual or firm) has a bankruptcy order made against him or it or (if a company) goes into liquidation (except for the purposes of amalgamation or reconstruction and so that the resulting company effectively agrees to be bound by or assume the obligations imposed on that other party under this Agreement); or
- (E) that other party ceases, or threatens to cease, to carry on business.

14.3 For the purposes of Clause 14.2, a breach shall be considered capable of remedy if the party in breach can comply with the provision in question in all respects other than as to the time of performance (provided that the time of performance is not of the essence).

- 14.4 If the Subscriber is in material breach of this Agreement at any time (including late payment of the Charges), V2 Global may suspend provision of any or all of the V2 Global System and associated services to be provided by it under this Agreement until such breach is remedied to V2 Global's satisfaction. In the event of such suspension, the Subscriber agrees to pay V2 Global's then current reconnection and (re-)installation charges where applicable.
- 14.5 V2 Global may, in its sole discretion on written notice to the Subscriber, terminate this Agreement immediately if:
- (A) the Subscriber is deemed delinquent by law or is liquidated;
 - (B) if the Subscriber uses the V2 Global System, Software Products, Equipment and Hardware for any improper, fraudulent or illegal use or purpose or allows or enables any 3rd party to do so, including attempting to or enabling the hacking of the System and its Software Products to retrieve its IP or code;
 - (C) if the Subscriber uses the V2 Global System, Software Products, Equipment and Hardware for any purpose other than a Permitted Purpose;
 - (D) there is a change of Control of the Subscriber or the Subscriber merges with, and/or purchases or otherwise acquires another business or entity where the effect of the merger, purchase or acquisition is such that has a materially negative impact to the contracted Subscriber;
 - (E) The Subscriber assigns, sells, transfers, restructures or otherwise disposes of the whole, or a part of, its business with the result that, in V2 Global's reasonable opinion, the Subscriber's ability to achieve the desired outcomes of this agreement is affected. This Agreement cannot be automatically ceded to any Third Party whatsoever and any such arrangement can only be authorised by V2 Global pursuant to a new Agreement being entered into by the Third Party.
- 14.6 Upon the termination of this Agreement for any reason:
- (A) the Subscriber shall immediately stop accessing the V2 Global System and/or the use of the Software Products and return the Software Products, Manuals, Equipment, Hardware (if requested to do so by V2 Global) and any other information provided by V2 Global or will be removed/collected by V2 Global from any location;
 - (B) any sum or Charges owed by the Subscriber to V2 Global, shall be immediately payable;
 - (C) the rights granted under this Agreement shall immediately terminate and each party shall consent to the cancellation of any formal rights granted to it, or of any registration of it in any register, under or pursuant to this Agreement; and
 - (D) V2 Global may recover any outstanding or repayable financial incentives in accordance with Section C.
- 15. Confidentiality**
- 15.1 The parties hereby agree not to disclose any terms of this Agreement without the prior written consent of the other party unless and to the extent such disclosure is required by law or any relevant regulatory authority. For the avoidance of doubt, this obligation shall not restrict V2 Global from making any disclosure to a V2 Global Group Company.
- 15.2 The Subscriber undertakes with V2 Global that, except as provided by Clause 15.4 or as authorised in writing by V2 Global it shall at all times during the continuance of this Agreement and after its termination:
- (A) keep confidential all Restricted Information and the Subscriber must not disclose any Restricted Information to its group companies;
 - (B) not use any Restricted Information for any purpose other than as contemplated by and subject to the terms of this Agreement; and
 - (C) not make any copies of, record in any way or part with possession of any material containing or recording any Restricted Information, save as otherwise expressly permitted under this Agreement.
- 15.3 The Subscriber shall ensure that none of its directors, officers, employees and other personnel, representatives, agents or advisers does any act which, if done by the Subscriber, would be a breach of this Clause 15.
- 15.4 The parties may disclose any Restricted Information:
- (A) to any employee or personnel of the relevant Party (or of a V2 Global Group Company) to such extent only as is necessary for the purposes contemplated by this Agreement and the Subscriber undertakes to ensure that any employees or other personnel who are permitted to have access to the Restricted Information are made aware prior to the disclosure to them of the Restricted Information, or any part thereof, that the same is confidential and that they owe a duty of confidence in respect thereof to V2 Global; and
 - (B) to the extent required by law or any relevant regulatory authority.
- 16. Force Majeure**
- 16.1 If any act of Force Majeure occurs in relation to either party which affects or may affect the performance of any of its obligations under this Agreement, it shall immediately notify the other party in writing of its nature and extent.
- 16.2 Neither party shall be deemed to be in breach of this Agreement, or shall otherwise be liable to the other party, by reason of any delay in performance, or the non-performance, of any of its obligations under this Agreement, to the extent that the delay or non-performance is due to any Force Majeure of which it has notified the other party, and the time for performance of that obligation shall be extended accordingly.
- 16.3 If the performance by either party of any of its obligations under this Agreement is prevented or delayed by Force Majeure for a continuous period in excess of 30 days, the other party shall be entitled to terminate this Agreement with immediate effect by giving written notice to the party so affected.
- 17. Notices**
- 17.1 Any notice required or authorised by this Agreement to be given by either party to the other must be in English and in writing and may be:
- (A) delivered by hand; or
 - (B) sent by pre-paid registered post; or
 - (C) sent by email.
- to the other party at the address or email address appearing in Section A of this Agreement, or to such other address or email address as may be notified in writing by that other party from time to time in accordance with this provision.
- 17.2 Any notice sent by post in accordance with Clause 17.1 shall be deemed to have been received on the second Business Day after being posted (unless sent by airmail in which case it shall be deemed to have been received on the seventh Business Day after being posted). Any notice delivered by hand or by email shall be deemed to have been received on the day of delivery or transmission where such delivery or transmission takes place before 17:00 on a Business Day, or on the following Business Day where delivery or transmission takes place on a day not being a Business Day or after 17:00 on a Business Day.
- 17.3 The Subscriber must notify V2 Global within 10 Business Days in writing in the event there is any change to the Control of the Subscriber or the Subscriber's name, registered office, address, and Locations or other contact details.
- 18. Compliance with instructions, warnings and laws**
- The Subscriber must, at all times:
- 18.1 comply with all relevant laws, regulations and standards relating to the V2 Global System, the Software Products, the Hardware, the Equipment and/or the Services, including but not limited to the handling, installation, security, maintenance and use thereof;
- 18.2 comply with the instructions provided by V2 Global in relation to, and take proper notice of the warnings provided by V2 Global in relation to any hazards associated with, the V2 Global System, the Software Products, the Hardware, the Equipment and/or the Services; and
- 18.3 communicate the items listed in Clauses 18.1 and 18.2 to all permitted persons to whom the Subscriber grants access to the V2 Global System, the Software Products, the Hardware, the Equipment and the Service, and, subject to Clause 23 and to the maximum extent permitted by law, the Subscriber indemnifies V2 Global for all loss or damages arising from a failure by the Subscriber to fulfil its obligations under this Clause 18.
- 19. Nature of the Agreement**
- 19.1 V2 Global shall have the right to assign, subcontract or otherwise delegate all or any of its rights or obligations under this Agreement.
- 19.2 The Subscriber may not assign this Agreement or any right or obligation hereunder without the prior written consent of V2 Global which shall not be unreasonably withheld or delayed.
- 19.3 In the event of any permitted assignment this Agreement shall continue to bind the successors in title and assigns of the relevant parties.
- 19.4 Nothing in this Agreement shall create, or be deemed to create, a partnership, or the relationship of principal and agent, between the parties.
- 19.5 This Agreement may not be modified except by an instrument in writing duly executed by or on behalf of the parties, or as otherwise expressly stated in this Agreement.
- 19.6 This Agreement supersedes any and all previous agreement or arrangements between the parties relating to the subject matter of this Agreement, and any such agreement or arrangement shall, with effect from the Effective Date, be deemed to be terminated by mutual consent of the parties; and, except for any accrued right or liability of any of the parties at the Effective Date, none of the parties shall be deemed to have any further right or obligation, or any accrued right or liability, under any such agreement or arrangement.
- 19.7 This Agreement, which includes Sections A to E and any other Addenda constitutes the entire agreement and understanding between the parties in relation to the subject matter hereof. Each party acknowledges that, in entering into this Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in this Agreement, and any conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law, but nothing in this Agreement shall affect the liability of any party for any fraudulent misrepresentation.
- 19.8 If any provision of this Agreement is held by any court or other competent authority to be invalid or unenforceable in whole or in part or is so rendered by any applicable code, regulation or law, such provision or the relevant part of the affected provision, as the case may be, shall be deemed deleted without prejudice to the remainder of the affected provision and the remaining provisions of this Agreement which shall continue in full force and effect notwithstanding such deletion and the parties shall promptly after such deletion negotiate in good faith to agree a substitute provision or provisions complying with the said code, regulation or law.
- 19.9 No failure or delay by either party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, or otherwise prejudice, affect or restrict the rights or remedies of that party in relation to the other party, and no waiver by either party of a breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision of this Agreement.
- 19.10 This Agreement may be executed in more than one counterpart and shall come into force once each party has executed such a counterpart in identical form and exchanged it with the other party.
- 19.11 The parties agree that they will comply with anti-bribery provisions of the Law and any other associated legislation and with any equivalent legislation in the jurisdictions in which the Subscriber operates (or is established) and the Territory as may be updated from time to time. The Subscriber agrees that it shall disclose immediately to V2 Global if any government official acquires any

direct or indirect ownership interest in the Subscriber or in this Agreement. The Subscriber shall provide V2 Global with any information reasonably requested by V2 Global with respect to this provision. A breach by the Subscriber of this Clause shall give V2 Global the ability to terminate this agreement immediately.

- 19.12 Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law, in equity or otherwise in this Agreement

20. Survival

The relevant Clauses of this agreement shall in all cases survive the expiration, termination or cancellation of this Agreement.

21. Dispute Escalation and Resolution

- 21.1 Prior to commencing formal legal proceedings (other than where injunctive relief is appropriate), the parties shall refer by notice in writing any dispute between the parties arising out of or relating to this Agreement to their respective contract managers for resolution. The contract managers shall negotiate in good faith to attempt to resolve such disputes. Where a party to this Agreement seeks but fails to secure injunctive relief this will not be considered to be a breach of this Clause 21.1.
- 21.2 If any dispute cannot be resolved by the contract managers within 21 days (or such other time as agreed in writing between the parties) after it has been referred to them, the dispute shall be referred to the appointed Country Manager/General Manager/Executive/Director of V2 Global and a suitable individual nominated by the Subscriber (which in the case of the Subscriber being a company, shall be a director of the Subscriber), who shall negotiate in good faith to resolve such disputes within a further 14 days or such time as agreed in writing between the parties.
- 21.3 Use of this dispute resolution procedure will not constitute a waiver of any right of either party to issue proceedings or make any claim in respect of this Agreement where the parties have been unable to resolve this dispute by the procedures set out in this Clause 21.
- 21.4 If no resolution is reached under the provisions of Clause 21.1 and 21.2 then either party may refer this matter to litigation subject to Clause 22 below to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation and any disputes or claims in connection with any non-contractual obligations arising between the parties.
- 21.5 Unless concluded with a written legally binding agreement, all negotiations (including any correspondence, discussions, exchanges or offers) connected with any procedures set out in this Clause 21 shall be confidential (save that the parties may disclose the same to their respective legal advisors and any mediator) and neither party shall be entitled to disclose information regarding the conduct of such procedures or negotiations in any future proceedings.

22. Governing Law

- 22.1 This Agreement and any disputes or claims arising out of, or in connection with, its subject matter, arising between the parties, shall be governed by and construed in accordance with South African law.
- 22.2 In the event that any dispute or difference in relation to the interpretation or application of, or any matter relating to, this Agreement cannot be settled amicably then either party may refer the matter to arbitration. The arbitration shall be governed by the Arbitration Act, No. 42 of 1965 (as amended from time to time) or any replacement Act and shall be conducted in accordance with the Commercial Arbitration Rules of the Arbitration Foundation of Southern Africa ("AFSA") or such body or organisation which may supersede or replace AFSA, in the presence of an arbitrator agreed on by the parties or, if agreement is not reached within 10 days after any party calls in writing for such agreement, an arbitrator nominated by the Registrar of AFSA for the time being.
- 22.3 The place of arbitration shall be Johannesburg and the language of arbitration shall be English.
- 22.4 The award of the arbitrator or arbitrators, as the case may be, shall be final and binding on the parties with no right of appeal.
- 22.5 The Subscriber acknowledges that damages alone would not be an adequate remedy for a breach of any of the provisions of this Agreement. Accordingly, without prejudice to any other rights and remedies it may have, V2 Global shall be entitled to the granting of relief by way of interdict, specific performance or otherwise concerning any threatened or actual breach of any of the provisions of this Agreement.
- 22.6 Nothing contained in this Clause 22 shall prohibit a party from approaching any court of competent jurisdiction for urgent interim relief pending determination of the dispute by arbitration.
- 22.7 In the event that this Agreement is translated into any language other than English then it is agreed that the English language version shall prevail.
- 22.8 The parties acknowledge and agree that this Agreement may be entered into electronically, and without the necessity of written signatures.

23. Consumer Protection Act

- 23.1 If this Agreement, and/or any Software Products, Hardware, Equipment and/or Services provided under this Agreement, is regulated by the Consumer Protection Act, 68 of 2008, as amended, it is not intended that any provision of this Agreement contravenes any provision of that Act. Therefore, all provisions of this Agreement must be treated as being qualified, to the extent necessary, to ensure compliance with the provisions of the Consumer Protection Act.
- 23.2 No provision of this Agreement:
- (A) does or purports to limit or exempt V2 Global from any liability (including liability for any loss directly or indirectly attributable to V2 Global's gross negligence or wilful default that of any person acting for, or controlled by, V2 Global) to the extent that the law does not allow such a limitation or exemption; or
 - (B) requires the Subscriber to assume risk or liability, including (without limitation) for the kind of loss referred to in (A) above, to the extent that the law does not allow such an assumption of risk or liability.