

Dealer Terms and Conditions

1. INTRODUCTION

- 1.1. Vox Telecom Limited ("Vox Telecom") is South Africa's leading alternative Telecommunications Company and has over a decade's experience in the telecommunications (telco) sector. As a division of Vox Telecom, Vox Telepreneur and subsidiaries of Vox Telecom (collectively "the Vox group") sell voice and data products and services. Vox Telepreneur primarily, through its network of Dealers, sells voice and data products.
- 1.2. The following The Terms and Conditions and Dealer policies have been established for The Dealer and to govern the understanding between The Dealer and Vox Telepreneur. They represent the code of ethics by which The Dealer must operate. We encourage The Dealer to read and understand and understand these The Terms and Conditions in order for The Dealer to be aware of their and Vox Telepreneur's obligations, but also of their rights as a The Dealer. Vox is committed to maintaining integrity of the business, its sales and marketing plan, and its distribution network of independent Dealers. The Dealer is also encouraged to read and understand The Customer The Terms and Conditions which can be found on the Vox Telepreneur website (www.vox.co.za)

2. INTERPRETATION

- 2.1. Clause headings are for convenience and are not to be used in its interpretation, unless the context indicates the contrary:
 - 2.1.1. Any gender includes the other gender.
 - 2.1.2. The singular indicates the plural and vice versa.
- 2.2. An expression which denotes the following expressions bear the meanings assigned to them below and cognate expressions bear corresponding meanings:
 - 2.2.1. The parties means all of the parties to these Terms and Conditions, namely The Dealer and Vox.
 - 2.2.2. Vox Telepreneur shall be referred to as Vox or The Company.
 - 2.2.3. The Dealer refers to the primary reseller of Vox products and/or services, and can be a company or individual.
 - 2.2.4. A Dealership, Vox Dealer, Telepreneur or The Dealership is the organisation/entity owned by and referred herein after as The Dealer.
 - 2.2.5. Dealer Kit means the official Vox Dealer business pack made available by Vox to The Dealer on the Commencement Date.
 - 2.2.6. The Customer refers to the end user of the products and/or services.
 - 2.2.7. Subscriber refers to customers to which The Company provides products and/or services as a subscriber.
 - 2.2.8. Products and/or services means any telecommunications or information technology products and services such as but not limited to that pertaining to voice, wireless or fixed line connectivity, telephony equipment and accessories, or support and maintenance provided by The Company.
 - 2.2.9. Collateral refers to articles of printed material such as leaflets, brochures, fliers, fact sheets, cards, or booklets and marketing material
 - 2.2.10. . A trademark or logo is a proprietary name or symbol that Vox has the exclusive legal right to use. A trademark also includes the name used for Vox products and/or services.
 - 2.2.11. A trade name is a business name that Vox has the exclusive right to use including, "Vox" and "Vox Telepreneur".
 - 2.2.12. Commencement Date means the date on which The Dealer accepts these Terms and Conditions, completes the Dealer application form and pays the initial registration fee referred to below.
 - 2.2.13. GP (utilised in the Dealer Kit) refers to Gross Profit.

- 2.2.14. CV (utilised in the Dealer Kit) refers to Commissionable Value, which is the total GP.
- 2.2.15. For all purposes of these Terms and Conditions, all remuneration whether in the form of rebates, commission or other income payable to The Dealer pursuant to its appointment in terms hereof shall be collectively referred to in these The Terms and Conditions as commission.
- 2.2.16. MLM/Network Marketing (utilised in the Dealer Kit) refers to Multi-Level Marketing
- 2.2.17. Words and expressions defined in any clause will, for the purposes of that clause, bear the meaning assigned to such words and expressions in such clause.
- 2.2.18. Any other terms and/or interpretations utilised in these The Terms and Conditions which are not defined herein are defined in the Dealer Kit.

3. DEALER APPLICATION PROCEDURE

- 3.1. In order to become a Vox Dealer an applicant must be sponsored by an active, authorised Vox Dealer. The applicant must register online on the Vox website (www.vox.co.za) and pay an initial and once off registration fee of R780. Vox shall be entitled to rely on all information provided on the application for Dealership and shall have no obligation of whatsoever nature to verify the correctness or accuracy of any information so provided.
- 3.2. Should the prospective Dealer not have a sponsor, then that prospective Dealer may select a Dealer on the Vox website when registering as a Dealer.
- 3.3. No application for Dealership will be accepted as valid until the applicant accepts these Terms and Conditions, completes the Dealer application form and pays the initial registration fee of R780.
- 3.4. The Dealer will be limited to one Dealership under one sponsor. In the event that The Dealer applies for more than one Dealership, the first accepted by Vox is considered the valid Dealership.
- 3.5. The Dealer is advised to ensure that the password selected by the Dealer and the member number provided to it by Vox upon its successful appointment as a Dealer are kept strictly confidential. Vox shall not be liable in any circumstances for any loss or damage suffered by The Dealer as a consequence of its password or member number being accessed by anyone other than The Dealer.

4. APPOINTMENT OF THE DEALER

- 4.1. With effect from the Commencement Date, Vox appoints The Dealer as a non-exclusive, independent reseller to solicit and refer prospects for products and/or services to Vox, subject to the Terms and Conditions set out herein.
- 4.2. It is specifically recorded that The Dealer is not an employee of Vox nor a franchise and acts as Vox's independent reseller only on the terms as set out in these Terms and Conditions. The Dealer shall not represent to any third party (including a customer) that it represents Vox in any capacity other than as set forth in these Terms and Conditions.
- 4.3. The Dealer shall not cede, transfer, assign or grant to any third party any right, privilege, duty or obligation of The Dealer, in terms of these Terms and Conditions without written consent from Vox.
- 4.4. Vox has the sole and absolute discretion and right to accept or reject any order, and/or to enter into and/or approve, any application for the provision of products and/or services that are submitted by The Dealer to Vox. The Dealer shall have no authority to accept or approve any subscriber orders or contracts for products and/or services, on Vox's behalf, or otherwise to bind Vox to any obligations.
- 4.5. The provision and offering of products and/or services by Vox to subscribers shall at all times be subject to the availability of such products and/or services and Vox reserves the sole right at any time, to discontinue or to restrict the sale or provision of the products and/or services to subscribers in the event that the facilities for the provision of products and/or services

become unavailable to Vox. In such circumstances, The Dealer shall not hold Vox liable for any commission payable on any products and/or services that a subscriber has ordered or requested but which Vox is unable to supply nor shall The Dealer have any claim against Vox for any losses incurred by The Dealer as a result of such non-availability.

- 4.6. Vox shall provide services to the subscriber in terms of requirements analysis, recommendations, proposals, implementation, support and billing entirely at its own discretion with no recourse from The Dealer in terms of service levels which may or may not lead to the retention or loss of the subscriber as a customer of Vox.
- 4.7. Vox will provide such training to The Dealer as Vox deems necessary to ensure that, together with the Dealer Kit and the information provided on the Vox website, The Dealer is able to become a fully functioning Dealer.
- 4.8. Applicants must be a minimum of 18 years of age.

5. OFFERING THE BUSINESS OPPORTUNITY

When offering the business opportunity or presenting products/services to potential customers or potential new Dealers, The Dealer must:

- 5.1. clearly indicate that the principal activity of a Dealer is to sell Vox products and/or services to customers and may not represent or imply that this is secondary to sponsoring or building the business.
- 5.2. not imply or represent that a Dealer can benefit solely by the sponsoring of other Dealers.
- 5.3. not imply that a Dealer is under any obligation to sponsor others to become Dealers.
- 5.4. not imply that success may be achieved with little or no effort. Achieving success as a Dealer requires hard work, patience and much effort and this should be clearly explained to prospective Dealers.
- 5.5. not make any statements that are inaccurate or untruthful.
- 5.6. clearly indicate that commission earned by a Vox Dealer can only be achieved through continuing sales of Vox products and/or services to customers by The Dealer and its sponsored Dealers, and only after certain qualifications have been met as clearly set out in the Vox Dealer commission structure.
- 5.7. ensure that all documentation and application forms required to be completed by the customer or a prospective Dealer are fully completed and The Dealer shall be obliged to retain copies of all such documentation and application forms which shall be made available to Vox forthwith upon request by Vox.
- 5.8. ensure that the customer or prospective Dealer's details on the Vox website are accurate and correct and that they are in fact all of the details of the customer and prospective Dealer. As all transactions primarily take place on the Vox website and communication is mostly via email, the customer and prospective Dealer's email address is of utmost importance and accuracy again must be ensured.
- 5.9. ensure confidentiality of customer and prospective Dealer's private information.

6. ANTI-SPAM POLICY

- 6.1. Vox will not tolerate spamming/unsolicited bulk or individual messages and has a zero tolerance policy regarding the transmission of "spam" e-mail/sms or any other means by The Dealer.
- 6.2. Vox requires that all Dealers and customers abide by the Vox anti-spam policy and that they expressly warrant that they will not engage in spamming or any other type of unsolicited marketing.
- 6.3. A breach by The Dealer of this policy shall entitle Vox, at its discretion and without limiting Vox's right to enforce any other remedies available to it, to terminate the Vox Dealership.

7. SPONSORSHIP RESPONSIBILITIES AND CONDITIONS

7.1. A new Vox Dealer must be sponsored by a current Vox Dealer.

7.2. The sponsoring Vox Dealer must abide by the following conditions:

- 7.2.1. The Dealer/sponsor relationship is the foundation of the Vox sales and marketing plan and, as such, the principles and rules of the company protect the rights of the sponsor. Changes of sponsorship are considered to be detrimental to the integrity of the business and are not permitted.
- 7.2.2. The sponsor will be responsible for training sponsored Dealers. Training of Dealers must include product knowledge, the marketing plan and rules of conduct, company rules and guidelines for Dealers. Support and all material (including The Dealer Kit) will be sourced from Vox.
- 7.2.3. No sponsor may request payment from a personally sponsored Dealer for training or training facilities unless the sponsor wants to participate in such training and states in advance the cost for such training. If the Dealer refuses to participate in such paid training, the sponsor is obligated to provide the basic training necessary to learn the business. Vox in turn will also provide training where it deems necessary and upon request.
- 7.2.4. A sponsor must maintain and uphold the independent relationship between it and its Dealers.
- 7.2.5. In order to protect the sponsor, no Dealer may interfere with the relationship between another Dealer and its sponsor in any way. A Dealer may not offer, entice, encourage, solicit, or otherwise influence or attempt to persuade another Dealer to change sponsor or line of sponsorship, either directly or indirectly.
- 7.2.6. Vox has the sole and absolute discretion to rescind the acceptance of an application for Dealership from a former Dealer, at any time in the future, if evidence is provided that shows the former Dealer was not completely inactive for the full 1 year waiting period after termination of these The Terms and Conditions, or in circumstances of such Dealer having failed to advise Vox of a prior Dealership, or if the Dealer did not otherwise meet The Terms and Conditions as set forth herein. If Vox determines it is necessary to rescind an acceptance of a former Dealer due to violation of the rules for protecting the lines of sponsorship then Vox shall be entitled, without limiting its rights to enforce any other remedies available to it including the right to recover damages for any loss it may have suffered as a consequence of the Dealer's conduct, to transfer all the sponsored Dealers in the new Dealership to the original sponsor's organisation and terminate these Terms and Conditions.

8. GENERAL

- 8.1. The Dealer must comply with all local and national laws and regulations and shall not engage in any business practice or activity that could discredit or damage the image or reputation of Vox or that is determined by Vox, in its absolute discretion, to be conduct unbecoming of a Vox Dealer.
- 8.2. All Vox Dealers are independent business persons and The Dealer shall not represent or imply that it has any employment relationship with Vox or with any of its affiliated companies. The Dealer may not use the words employee, agent or company representative verbally or any other stationery, business cards or other printed material.
- 8.3. The Dealer may not knowingly submit false or misleading information to Vox. Violation of this rule may lead to rejection of The Dealer's application or termination of the Dealership.
- 8.4. **Vox shall have no liability to The Dealer in respect of any cost, loss, damage or expense suffered by The Dealer directly or indirectly as a result of any act, omission, representation or statement of The Dealer.**

8.5. The Dealer must comply with these Terms and Conditions, policies and procedures and any amendments or additions together with any procedures, recommendations, guidelines or instructions issued by Vox from time to time.

9. ANNUAL DEALERSHIP RENEWAL FEE

9.1 The Dealer shall pay Vox an Annual Dealership Renewal Fee of R150 on the anniversary of the commencement date of their Dealership.

9.2 Unless the Dealer notifies Vox of an intention to terminate the Dealership, the Dealer grants Vox permission to debit the Dealer's bank account on the anniversary of the Dealership. Vox notify the Dealer of the debit and should this debit order reject Vox will assume this to be a cancellation of the Dealership.

9.3 Should these The Terms and Conditions terminate due to non-payment of the Annual Dealership Renewal Fee the Dealer will have to wait 1 year before it will be entitled to apply to become a Dealer again.

9.4 Responsibility lies with The Dealer to ensure the Annual Dealership Renewal is paid on the due date.

10. PRODUCTS AND SERVICES

10.1.1. All products and services are solely owned by Vox, unless otherwise stated.

10.1.2. At no point will The Dealer hold stock of any products and/or services. All products and/or services will be distributed by Vox.

10.1.3. The Dealer shall only be entitled to market and sell the products and/or services at the prices displayed on the Vox website.

11. TERRITORIES

11.1.1. Vox does not allocate a territory to any Dealer. The Dealer may not in any way imply that they represent any geographical area.

11.1.2. The Vox products and/or services are only available to citizens residing within South Africa.

12. ADVERTISING AND DOCUMENTATION

12.1.1. The Dealer shall be entitled, during the term of the Dealership created by these The Terms and Conditions to advertise as an authorised Dealer of the products and/or services. At all times during the term of the Dealership created by these The Terms and Conditions, the Dealer shall use the trademarks, trade names and logos provided by Vox in all advertisements and other activities conducted by the Dealer to promote the sale of the products and/or services.

12.1.2. All advertising, promotional material and collateral must be sourced from Vox and must strictly adhere to all procedures outlined in the marketing material section on the Vox website.

12.1.3. All material making use of the Vox trademarks, trade names and logos is copyrighted by Vox and, as such, shall not be reproduced, copied or altered without the express agreement of Vox.

12.1.4. The Dealer shall submit examples of all proposed advertisements and other promotional materials for the products to Vox for inspection and The Dealer shall not use any such advertisements or promotional materials without having received the prior written consent of Vox to do so.

12.1.5. The Dealer shall not acquire any right, title or interest in or to Vox's trademarks.

12.1.6. The Dealer may not delete, add, modify or alter any label, literature, material or packaging of a Vox product, logo, trade name or trademark.

- 12.1.7. The Dealer may not display or mention the name of any Vox product, trademark or trade name in any material produced by The Dealer (including video and audio recordings), unless such material has been approved by Vox.
- 12.1.8. It is not permitted for The Dealer to advertise Vox's products and/or services without the express permission of Vox. This includes print and online media channels, as well as the broadcast of video or audio recording of any kind.
- 12.1.9. The Dealer may list itself in the telephone directory or yellow pages under the heading Vox Independent Dealer . The only information that may follow this is The Dealer's contact details. Any directory display advertising may only use the Vox logo provided by Vox.
- 12.1.10. In addition to Vox's policies, The Dealer must comply with any and all local and national ordinances, laws or other regulations when promoting Vox products and/or services, as well as the business opportunity. It is the responsibility of The Dealer to determine what these may be and how they apply to The Dealer.
- 12.1.11. Written consent must be received from Vox if The Dealer wishes to use full and exact reproductions of articles or materials contained in official Vox material.
- 12.1.12. The Dealer may use Vox-produced literature and promotional material solely for the purpose of conducting business as a Vox Dealer.
- 12.1.13. In the event that Vox determines that non-Vox-produced sales aids and materials supplied by The Dealer violates any applicable law, these Terms and Conditions, or any other rules and regulations published by Vox from time to time, or impairs the Vox business or damages its reputation, Vox reserves the right to instruct The Dealer to cease producing, supplying or distributing the sales aids and materials. If The Dealer fails to comply, Vox is entitled to sanction The Dealer, including termination of the Dealership and hold The Dealer responsible for any costs, losses, damages or any other liabilities suffered by Vox as a result of the production or distribution of such materials.

13. COMMISSION PAYABLE

- 13.1. The Dealer, not being an employee of Vox, shall not receive a salary or any of the benefits due to employees from Vox but shall earn only commissions from Vox for the referral of subscribers to Vox as prospective customers of Vox products and/or services.
- 13.2. The commission so payable is reflected in the Dealer Kit and on the Vox website
- 13.3. Vox agrees to pay 100% of the commission entitlement due to The Dealer on condition that:
 - 13.3.1. No amounts are outstanding and due by the customer/subscriber;
 - 13.3.2. The customer/subscriber agreements are valid and in force;
 - 13.3.3. The Dealership is valid and in force;
 - 13.3.4. Should Vox be obliged to refund any amounts to any customer by reason of the cancellation of such customer's agreement for the supply of products and/or services, Vox shall be permitted to claw back the commissions which may have been paid to the Dealer in respect of such refunded amounts;
 - 13.3.5. Should The Dealer not sign up a new Dealer or sell a product for a period of 6 months, Vox reserves the right to re-classify The Dealer as "inactive" and to therefore forfeit his/her right to earn commission until such time as The Dealer signs up a new Dealer or sells a product;
 - 13.3.6. All commissions payable by Vox to The Dealer shall be paid into the Dealer's bank account as registered on the Vox website. It shall be The Dealer's responsibility to ensure that all bank account details so furnished are correct;
 - 13.3.7. No amounts under R100 will be paid to The Dealer. These amounts will be accumulated and upon reaching the amount of R100, The Dealer will then be paid the amount owing.
 - 13.3.8. Payment of commission takes place on the last working day of each month.

14. NON-DISCLOSURE AND CONFIDENTIALITY

- 14.1. The Dealer, by virtue of its appointment in terms of these The Terms and Conditions may become possessed of and may access to Vox's trade secrets, know-how and confidential information including, but without limiting the generality of the foregoing, the following matters, all of which are hereinafter referred to as "the trade secrets" –
 - 14.1.1. distribution and marketing know-how, processes and techniques in relation to the products and/or services;
 - 14.1.2. knowledge of Vox's suppliers, Dealers and other business associates;
 - 14.1.3. knowledge of Vox's marketing, sales, distribution and other strategies;
 - 14.1.4. the contractual arrangements between Vox and its suppliers, Dealers and other business associates;
 - 14.1.5. the financial details of Vox's relationship with its suppliers, Dealers and other business associates; other matters which relate to the business of Vox, and in respect of which information is not readily available in the ordinary course of the business to a competitor of Vox.
- 14.2. If, on termination of the Dealership or at any time during the currency of the Dealership the Dealer becomes associated with or interested in a competitor of Vox, Vox's proprietary interests in the trade secrets will be prejudiced.
- 14.3. Having regard to the facts recorded above, the Dealer irrevocably undertakes, in favour of Vox, its successors-in-title and assigns, that in order to protect the proprietary interest of the trade secrets –
 - 14.3.1. It will not at any time during the currency of these The Terms and Conditions or at any time thereafter either in any way whatever use or directly or indirectly divulge or disclose to others (except as required by the terms and nature of these Terms and Conditions) any of the trade secrets;
 - 14.3.2. any written instructions, drawings, notes, memoranda or records (in whatever media they are contained) relating to the trade secrets which have been or are made by the Dealer or which come into its possession at any time during the currency of these Terms and Conditions, shall be deemed to be the property of Vox and shall be surrendered to Vox on demand and in any event on the termination of these The Terms and Conditions and the Dealer shall not retain any copies thereof or extracts there from.

15. DURATION AND TERMINATION

- 15.1. The Dealership shall be deemed active on acceptance of these Terms and Conditions provided the initial registration fee is also paid in full. The Dealership shall endure for successive 12 (twelve) month periods unless terminated by either party on written notice to the other at least 20(twenty) working days prior to the expiration of any 12 (twelve) month period.
- 15.2. The Dealer shall, however, be entitled, within 10 (ten) working days of commencement of these Terms and Conditions, to withdraw from these The Terms and Conditions and to obtain reimbursement of any payment (without any form of penalty for such withdrawal) made by Dealer in respect thereof provided that Dealer tenders return of all documentation, stock, products, intellectual property and the like to Vox. All costs incurred by Vox in collecting the foregoing will be deducted from any amounts which may be owing by Vox to The Dealer.
- 15.3. If these Terms and Conditions terminated –
 - 15.3.1. The Dealer shall continue to receive any commission due to it (excluding any commission on new or renewed contracts entered into by any subscribers via another Dealer) for a period of 3 (three) calendar months following the date of termination hereof, where

after The Dealer shall have no further entitlement to any commission from Vox. The Dealer's downline will be rolled up to The Dealer's immediate sponsor

- 15.3.2 If The Dealer is a person and not a legal entity, and The Dealer dies, then the Dealership shall be deemed to have been terminated by The Dealer on the date of The Dealer's death and the provisions of clause 18.3 shall apply mutatis mutandis. The Dealer's downline will be rolled up to The Dealer's immediate sponsor
- 15.3.3 Should The Dealer breach any material term of these Terms and Conditions then Vox shall be entitled, without prejudice to any of its other rights under these Terms and Conditions and/or in law and by giving written notice, to immediately terminate these The Terms and Conditions or to claim immediate specific performance of all of The Dealer's obligations due for performance, in without prejudice to Vox's right to claim damages. With effect from the date of such notice, The Dealer shall have no entitlement to any commission of any kind from Vox. The Dealer shall pay all legal costs, including attorney/own client costs, tracing agent's fees and collection charges that Vox may incur in taking any steps pursuant to any breach of these The Terms and Conditions by The Dealer.
- 15.4 The Dealer will remain liable for unpaid debts owed to Vox.
- 15.5 The Dealer may only re-apply to become a Dealer again after the expiration of at least a 1 year period reckoned from the date of termination hereof;

16. VOX WEBSITE

- 16.1. The website (<http://www.vox.co.za>) is run by Vox.
- 16.2. Payment may be made via Visa or MasterCard credit cards or by bank transfer into the Vox bank account, the details of which will be provided on request.
- 16.3. Credit card transactions will be acquired for Vox via PayGate (Pty) Ltd who are the approved payment gateway for Standard Bank of South Africa. PayGate uses the strictest form of encryption, namely Secure Socket Layer 3 (SSL3) and no credit card details are stored on the website. Users may go to www.paygate.co.za to view their security certificate and security policy.
- 16.4. Customer details will be stored by Vox separately from card details which are entered by the client on PayGate's secure site. For more detail on PayGate refer to www.paygate.co.za.
- 16.5. The merchant outlet country, at the time of presenting payment options to the cardholder, is South Africa. Transaction Currency is South African Rand (ZAR).
- 16.6. Vox takes responsibility for all aspects relating to the transaction, including sale of goods and services sold on this website, customer service and support, dispute resolution and delivery of goods
- 16.7. The Vox website is governed by the laws of South Africa.
- 16.8. Copyright and all intellectual property rights in all text, graphics, logos, button icons, images, audio clips, databases and software utilised or appearing on the Vox website(collectively "the materials"), is the property of Vox, alternatively Vox is the lawful user thereof and are protected by South African and international intellectual property laws. Furthermore, the compilation (meaning the collection, arrangement, and assembly) of the materials is the exclusive property of Vox and protected by South African and international copyright laws. The trademarks, names, logos and service marks (collectively "trademarks") displayed on the Vox website are registered and unregistered trademarks of Vox. Nothing contained on the Vox website should be construed as granting any licence or right to use any trademark without the prior written permission of Vox.

17. DISCLOSURE OF PERSONAL INFORMATION

- 17.1. Vox shall take all reasonable steps to protect the personal information of users.
- 17.2. For the purpose of this clause, personal information shall be detailed in the Promotion of Access to Information Act 2 of 2000 (PAIA).
- 17.3. The PAIA may be downloaded from: <http://www.polity.org.za/html/govdocs/legislation/2000.act2.pdf>.
- 17.4. The Dealer understands that the personal information given in the Dealer Application form may be used by Vox for the purposes of assessing credit worthiness.
- 17.5. Vox has The Dealer's consent at all times to contact and request information from any persons, credit bureau or businesses including those mentioned in the Dealer Application form and to obtain any information relevant to The Dealer's credit assessment, including but not limited to information regarding the amounts purchased from suppliers per month, length of time customer has dealt with each supplier, type of products and/or services purchased and manner and time of payment.
- 17.6. The Dealer agrees and understands that information given in confidence to Vox by a third party on The Dealer will not be disclosed to The Dealer.
- 17.7. The Dealer hereby consents to and authorises Vox at all times to furnish credit information concerning The Dealer's dealing with Vox to a credit bureau and to any third party seeking a trade reference regarding The Dealer in his dealings with Vox.

18. DOMICILIUM

- 18.1. Vox chooses as its domicilium citandi et executandi for all purposes under these Terms and Conditions, whether in respect of court process, notice, or other documents or communication of whatsoever nature: Block B, Rutherford Estate, 1 Scott Street, Waverley, South Africa
- 18.2. The Vox contact details are as follows:
 - 18.2.1. Email: help@voxtelecom.co.za
 - 18.2.2. Phone: 087 805 9111

19. GENERAL

- 19.1. Vox reserves the right in its sole discretion to vary or amend these Terms and Conditions. Vox shall publish any such amendments on the Vox website. The Dealer acknowledges and agrees that it is solely responsible for reviewing any such amendments on Vox's website from time to time and to make itself aware of any such changes. For the avoidance of doubt, it shall not be a defence against any assertion that The Dealer accepted the amendments to these Terms and Conditions, that The Dealer was not aware of such changes.
- 19.2. This contract, as amended from time to time, represents the entire agreement between Vox and The Dealer and shall govern all future relationships between Vox and The Dealer.
- 19.3. No amendment and/or alteration and/or variation and/or deletion and/or addition and/or cancellation of these Terms and Conditions, whether consensual or unilateral or bilateral shall be of any force and effect unless reduced to writing and signed by a director of Vox. No agreement, whether consensual or unilateral or bilateral, purporting or obliging Vox to sign a written agreement to amend, alter, vary, delete, add or cancel these Terms and Conditions shall be of any force and effect unless reduced to writing and signed by a director of Vox.
- 19.4. No relaxation, indulgence or extension of time which Vox may grant The Dealer shall prejudice or be deemed to be a waiver or novation of any Vox rights in terms of these Terms and Conditions.

- 19.5. The Dealer undertakes to notify Vox within 7 (seven) days of any change of address or change in member, director, shareholder, address or the information as set out in these Terms and Conditions.
- 19.6. The headings in this document are included for convenience and are not to be taken into account for the purpose of interpreting this contract.
- 19.7. Each of the terms herein shall be a separate and divisible terms and if any such term becomes unenforceable for any reason whatsoever, then that term shall be severable and shall not affect the validity of the other terms.

20. FORCE MAJEURE (ACT OF GOD)

If Vox is prevented from or restricted directly or indirectly from carrying out all or any of its obligations under these The Terms and Conditions due to any reason and/or cause beyond the control of Vox or by reason of force majeure, Vox shall be relieved of its obligations in terms of these Terms and Conditions during such period.

21. LAW AND JURISDICTION

- 21.1. These Terms and Conditions shall be governed and construed under and in accordance with the laws of the Republic of South Africa
- 21.2. The Vox products and/or services are only available to citizens residing within South Africa.
- 21.3. Vox shall, at its option and notwithstanding that the amount of its claim or the nature of the relief sought exceeds the jurisdiction of the Magistrate's Court be entitled to institute action out of such court.
- 21.4. The Dealer's address in the Dealer application form shall be recognised as The Dealer's domicilium for all purposes in terms of this contract whether in respect of the serving of any court process, notices that payment of any amount or communications of whatever nature.
- 21.5. Any document will be deemed duly received by The Dealer within:
 - 21.5.1.3 (three) working days of pre-paid registered mail to any of The Dealer's domicilium address of The Dealer, or to the personal address of any director, member or owner of The Dealer; or;
 - 21.5.2.24 (twenty four) hours of being faxed to any of The Dealer's fax numbers or any director, member of owner's fax numbers; or
 - 21.5.3. on being delivered by hand to The Dealer or any director, member of The Dealer; or 48 (forty eight) hours if sent by overnight courier.

22. ARBITRATION

- 22.1. Vox may refer any dispute arising from or in connection with this contract to arbitration which arbitration award shall be final and binding on The Dealer and Vox.
- 22.2. The arbitrator will be a person agreed upon by the parties or failing agreement, appointed by the Arbitration Foundation of Southern Africa, who shall then finally resolve the dispute or issue in accordance with the Rules of the Arbitration Foundation of SA. The arbitration must be held at the place and in accordance with whatever procedures, the arbitrator considers appropriate.