

SMSBUNDLES TERMS AND CONDITIONS

DEFINITIONS AND INTERPRETATION

The words and phrases listed below shall bear the following meanings in these terms and conditions, unless the context clearly indicates otherwise: “SMSBUNDLES” shall mean Dynamic IT Consultants (Pty) Ltd registration number 2006/019362/07 or any of its subsidiaries or related SMSBUNDLES entities; “SMSBUNDLES website” and “website” shall mean all SMSBUNDLES websites including those located at <http://www.SMSBUNDLES.co.za>; shall include any page or part thereof; “end user” or “recipient” means any person or persons, including both natural and juristic entities who receives or is intended to receive any message sent by a User using SMSBUNDLES’s services; “network operator” means any party licensed to install, operate and maintain a cellular telephony network in the territory, and shall include 8ta, Cell-C, MTN and Vodacom; “services” shall mean and include all services offered to Users by SMSBUNDLES; “SMS” means a short message service provided by means of a text or data message to the cellular handset either on request of the handset User or via a pre-configured batch process; “territory” means the Republic of South Africa; “User” shall mean any party who makes use of any of the SMSBUNDLES services or who uses or visits the SMSBUNDLES website; “WASPA” means the Wireless Application Service Providers’ Association of South Africa.

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

Any reference to persons includes both natural and juristic persons.

Any reference to a gender includes the other gender.

Any clause headings inserted into these terms and conditions have been inserted for convenience only and shall not be taken into account in interpreting the terms and conditions.

Words and expressions defined in any other part of these terms and conditions shall, for the purposes of that part, bear the meaning assigned to such words and expressions in that part.

APPLICATION OF TERMS AND CONDITIONS

Persons using the SMSBUNDLES website for any reason whatsoever, subject themselves to and agree to the terms and conditions of SMSBUNDLES when accessing the website as set out herein.

Users accessing these terms and conditions via the SMSBUNDLES website shall accordingly be bound by the terms and conditions and in accordance with the provisions of section 11 of the Electronic Communications and Transactions (ECT) Act 25 of 2002.

Registration and use of the SMSBUNDLES website and / or services shall automatically bind a User to these terms and conditions.

Activation of the services shall be regarded as consent by the User to all of these terms and conditions. Should a User not agree to all the terms and conditions of this service agreement, or cannot comply with these terms and conditions, the User should immediately terminate the registration process. The entity that is filled in under “Company” during online registration is the entity that will be bound to these terms and conditions.

Hyperlinks contained in the online publication of these terms and conditions shall be deemed to be part of these terms and conditions in terms of section 11(3) of the ECT Act.

If a User is deemed to have ordered the service, SMSBUNDLES’s acceptance is expressly conditioned upon assent to all the terms and conditions, to the exclusion of all other terms. If these terms are considered an offer by SMSBUNDLES, acceptance is expressly limited to these terms.

Users agree that all terms and conditions herewith published shall be binding on the User and that should there be a contradiction between product-specific terms and conditions, and these terms and conditions, the product-specific terms and conditions shall apply.

AGREEMENT

Neither these terms and conditions nor any information or data on the SMSBUNDLES website is an offer, but merely an invitation to do business on such terms and conditions. Accordingly, no agreements shall be concluded merely by sending a data message to the SMSBUNDLES website or its owners, valid agreements require an acknowledgement of receipt from the SMSBUNDLES website or its owners.

SMSBUNDLES reserves the right to refuse to accept and/or execute an order or request to do business without giving any reasons therefor.

SMSBUNDLES also reserves the right to cancel orders in whole or in part in SMSBUNDLES sole and absolute discretion. SMSBUNDLES shall only be liable to refund monies already paid by the User. By using the SMSBUNDLES website or communicating with SMSBUNDLES by electronic means, the User consents and acknowledges that any and all agreements, notices, disclosures, or any other communication satisfies any legal requirement, including but not limited to the requirement that such communications should be 'in writing'.

CHANGES AND AMENDMENTS

SMSBUNDLES expressly reserves the right, in its sole and absolute discretion, to alter and/or amend any criteria or information set out in these

terms and conditions or any information on the SMSBUNDLES web site without prior notice.

SMSBUNDLES reserves the right to change and amend the prices and rates quoted on its website without any notice.

The User undertakes to check the SMSBUNDLES website frequently and to acquaint themselves with the changes and/or amendments in the information supplied on the web site.

Users should regularly verify which networks are covered. Changes may occur as to which networks are covered.

THE SERVICES

The delivery of SMS messages is largely dependent on the effective functioning of network operators' cellular networks, network coverage and the SMS recipient's mobile handset.

SMSBUNDLES cannot guarantee the availability of the service or delivery of SMS messages.

SMSBUNDLES shall make all reasonable endeavours to ensure uninterrupted and continued use of the service.

Network operators may modify, enhance, develop or discontinue components of their services at any time without prior notice, in which event

SMSBUNDLES shall be entitled to modify, enhance, develop or discontinue its services to Users without notice.

SMSBUNDLES shall use its reasonable endeavours to provide the User with advance notice of any modification, suspension or termination of its services and shall endeavour to minimise the duration of any suspension thereof in so far as this is reasonably practicable.

SMSBUNDLES reserves the right to change or terminate the services and/ or alter these terms and conditions for provision of the service at any time.

Messages shall be deemed to have been delivered when SMSBUNDLES has sent the messages to the immediate destination that it is requested to do including, but not limited to, mobile telephone networks, SMTP or other servers.

USER ACKNOWLEDGEMENTS AND UNDERTAKINGS

Users acknowledge and understand that SMSBUNDLES acts as a conduit for the provision of information and content. Users acknowledge that

SMSBUNDLES shall not be responsible or liable for any content transmitted and that full responsibility for content shall rest on the User. Users shall observe all relevant legislation and regulations applicable in their jurisdiction and in the jurisdiction of all persons to whom they cause messages to be delivered. It shall be the sole responsibility of Users to ensure awareness of all applicable laws, regulations and Codes of Conduct to which they may be subject and to ensure compliance therewith.