

STANDARD TERMS AND CONDITIONS OF HELLO KONNEKT SERVICE

1. INTRODUCTION

The Terms and Conditions govern the Clients' use of Hello Konnekt Holdings Proprietary Limited's service offering (the "Hello Konnekt Service") including but not limited to the software that we include as part of the Hello Konnekt Service and any related documentation ("Software"). You agree to our Terms and Conditions by downloading, uploading, installing, using, or accessing the Hello Konnekt Service, or obtaining the Hello Konnekt App or any other similar Hello Konnekt Holdings (Pty) Ltd. service.

2. DEFINITIONS AND INTERPRETATION

2.1 Unless a contrary intention is clear from the context, the following words and phrases shall have the following meanings:

- 2.1.1 "**Agreement**" means the current version of these Standard Terms and Conditions for the Hello Konnekt Service, and all annexures and addenda to these documents, as amended from time to time, and available at www.hello-konnekt.africa;
- 2.1.2 "**Acceptable Fair Use and Access Use Policy**" means Hello Konnekt Acceptable Fair Use and Access Policy detailed under clause 7 herein;
- 2.1.3 "**Authority**" means the Independent Communications Authority of South Africa (ICASA) established in terms of the Independent Communications Authority of South Africa Act 13 of 2000, as amended, and its successors, who oversee the telecommunications and electronics industry in the Republic of South Africa;
- 2.1.4 "**Business Day**" means any day which is not a Saturday, Sunday or a day which is defined as a public holiday in terms of the Public Holidays Act, Act 36 of 1994, as amended;
- 2.1.5 "**Charges**" means subscription, usage and all other charges relating to the provision of the Hello Konnekt Service to the Client;
- 2.1.6 "**Content**" means any message, communication and materials uploaded and / or downloaded by the Client including without limitation any (a) information, support forum postings, data, documents, images, photographs, graphics, audio, videos, or webcasts, and (b) Software;



- 2.1.7 “**Client**” or “**You**” means the person entering into these Terms and Conditions with Hello Konnekt for the provision of the Hello Konnekt Service;
- 2.1.8 “**Device**” refers to any portable equipment capable of connecting to the internet, including but not limited to smartphones, tablets, and laptops, with support for 3G, 4G, 5G, and/or WiFi connectivity across mobile telephone networks.;
- 2.1.9 “**Event of Force Majeure**” means any event or circumstance, other than a lack of funds required for payment, which is not within the reasonable control of the affected Party including, without limitation, war, plague, epidemic, pandemic, national emergency, strike, civil disturbance, theft, fire, prohibitive legislation or regulations, inability to secure materials or services and failure of power or utility supplies (including electronic communications);
- 2.1.10 “**Hello Konnekt App**” refers to the proprietary software application developed by Hello Konnekt. This application is designed to provide a wide range of digital services including, but not limited to, multimedia messaging, real-time location sharing, contact synchronisation, secure financial transactions, account management, bill payments, and customer service interactions. Additionally, the app integrates data usage monitoring, network management tools, and promotional features tailored to enhance the user experience and provide personalised services across various platforms and Devices.
- 2.1.11 “**Hello Konnekt Service**” means the complete suite of internet and digital services offered by Hello Konnekt;
- 2.1.12 “**Law**” means “any applicable law, regulation, or generally accepted practices or guidelines in South Africa;
- 2.1.13 “**Hello Konnekt**” means Hello Konnekt Holdings Proprietary Limited, registration number: 2021/590798/07, a company incorporated in terms of the laws of the Republic of South Africa;
- 2.1.14 “**Month**” means a calendar month beginning at 0h00 on the first day of the calendar month in question;
- 2.1.15 “**Network**” means the Hello Konnekt or any third-party provider’s telecommunication network including, but not limited to, fixed, mobile wireless, or any other network, that provides access to the Hello Konnekt Service;
- 2.1.16 “**Order Form**” means any order, service registration or quote in relation to the Hello Konnekt Service signed by the Client or electronic record of the Client’s acceptance to order the Hello Konnekt Service and enable the Hello Konnekt App;
- 2.1.17 “**Parties**” means the parties to this Agreement, being Hello Konnekt and the Client collectively, and “**Party**” means either one of them as the context may indicate;
- 2.1.18 “**Service Package**” means the products and/or services offered by Hello Konnekt selected by the Client from a range of available options.



- 2.1.19 “**Software**” means Hello Konnekt’s software code (object and source) and developer tools and associated documentation, including without limitation any desktop, Device or tablet applications related to the Hello Konnekt Service, content files, drivers, patches, or fonts;
- 2.1.20 “**Terms and Conditions**” means these Terms and Conditions in respect of the Hello Konnekt Service;
- 2.1.21 “**Trademarks**” means the trademarks, logos and service marks displayed on the Hello Konnekt Services;
- 2.1.22 “**VOIP**” means voice over IP technology for placing and transmitting telephone calls over an Internet Protocol network including the Internet.
- 2.1.23 “**VOIP Service**” means the VOIP services provided by Hello Konnekt as part of the Hello Konnekt Service in terms of this Agreement.

2.2 In these Terms and Conditions, unless a contrary intention is clear from the context:

- 2.2.1 the singular includes the plural and vice versa;
- 2.2.2 a reference to any gender includes the other genders and a reference to a person includes any individual, body corporate, unincorporated entity or any other entity recognised in law as having a separate legal existence;
- 2.2.3 when any number of days is prescribed, this shall be calculated by excluding the first and including the last day, unless the last day is not a Business Day in which case the days shall be calculated up to the next Business Day; and
- 2.2.4 headings of clauses have been inserted for convenience only and shall not be considered in the interpretation of these Terms and Conditions.

3. PROVISION OF THE HELLO KONNEKT SERVICE

- 3.1 The Hello Konnekt Service is a service offered by Hello Konnekt to Clients who register with Hello Konnekt to obtain the Hello Konnekt Service and complete the Order Form on the Hello Konnekt website, through the Hello Konnekt App, telephonically, by email, or by any other means that Hello Konnekt makes available.
- 3.2 The Client shall notify Hello Konnekt of any changes to the information provided to Hello Konnekt.
- 3.3 The Client agrees to receive text messages (SMS), emails and/or phone calls from Hello Konnekt with codes to complete the registration process, or to undertake security vetting when contacting Hello Konnekt, or if Hello Konnekt contact’s the Client.
- 3.4 By connecting to the Hello Konnekt Service, the Client’s consents for the Hello Konnekt Service to access the Client’s Device in order to install and provision the Hello Konnekt Service and to



provide Software updates to the Device from time to time.

- 3.5 In addition to the payment provisions dealt with under clause 8 below, the Client shall be liable for all payment of all charges applicable to the Client's mobile telephony service provider in respect of mobile network voice and data charges, as charged by the mobile service provider.
- 3.6 The Client must be in possession of a Device, certain software, and data connectivity to use the Hello Konnekt Service, which we do not supply. For as long as the Client makes use of the Hello Konnekt Service, the Client consents to automatic downloading and installing of updates, software revisions and other code required for use of the Hello Konnekt Service.
- 3.7 The Client agrees that his/her account information will always be complete, accurate, and up-to-date. It is the Client's responsibility to keep his/her account log-in credentials confidential at all times and the Client is solely responsible to Hello Konnekt for all activity that occurs on the Client's account. The Client will immediately notify Hello Konnekt of any unauthorised use of the account, or any other breach of security.
- 3.8 The Client represents and warrants that any Client Content and/or message uploaded, downloaded, forwarded or delivered by the Client will not violate or infringe any intellectual property right or other proprietary right, including right of publicity or privacy, of any person, company or entity, or other third party including but not limited to any copyright in the Software.

4. OWNERSHIP AND LICENSE

- 4.1 All rights, title, and interest in the Hello Konnekt Service and Software, in all languages, formats, and media throughout the world, are and will continue to be the exclusive property of Hello Konnekt and/or its licensors and nothing in these Terms and Conditions shall be construed to confer any license or right, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to you or any third party.
- 4.2 The Trademarks are the property of Hello Konnekt or other rights holders. The Client is not permitted to use the Trademarks without the prior consent of Hello Konnekt.
- 4.3 The Client grants Hello Konnekt, its successors in title and assigns, a worldwide, non-exclusive, royalty-free, sublicensable, and transferable license to use, reproduce, distribute, deliver, create derivative works of, display, and process the information (including without limitation, the content) that the Client uploads, submits, stores, sends, or receives on or through the Hello Konnekt Service for the purpose of delivering, operating and improving the Hello Konnekt Service to Clients.
- 4.4 Subject to Client's full compliance with these Terms and Conditions, Hello Konnekt grants the Client a non-exclusive, non-transferable, revocable right to access and use the Hello Konnekt Service and to share his/her Content on the Hello Konnekt Service.



5. LIMITATIONS OF HELLO KONNEKT SERVICE

- 5.1 The Hello Konnekt Service is a best-efforts service that relies on the internet, mobile telephony networks, VOIP service provisioning availability, and third-party service providers which is outside of the control of Hello Konnekt. Hello Konnekt does not guarantee the availability of the Hello Konnekt Service, and/or the connectivity of any network to the Client's Device.
- 5.2 The Hello Konnekt service may be subject to interference and disruption. Hello Konnekt makes no guarantee in respect of the Hello Konnekt service's uptime and quality of service.
- 5.3 Because of the need to conduct repairs and maintenance activity on the Network from time to time, the Hello Konnekt Service may be suspended from time to time without notice.
- 5.4 The Hello Konnekt Service does not permit access to emergency telephone numbers including police, fire and ambulance and will not connect to certain other numbers including without limitation premium numbers and short code numbers. The Client must access these numbers through his/her mobile telephone network and not the Hello Konnekt Service.
- 5.5 The Client may not use the Hello Konnekt Service if (a) you are prohibited by Law from receiving or using the Services, and (b) you are not fully able and competent to enter into a binding contract with Hello Konnekt, such as if you are not of legal age or have not obtained parental consent.

6. PERSONAL INFORMATION, DATA AND PRIVACY

- 6.1 Hello Konnekt will receive, collect and process personal information from the Client as a result of the Clients use of the Hello Konnekt Service including, without limitation, the Client's name, address, package, numbers dialled, the callers identity, the duration of the call. The data collected and processed includes *inter alia* personal, account and contact information and data.
- 6.2 The Client acknowledges and agrees that the data collected is necessary for the provision and use by the Client of the Hello Konnekt Service. The Client further acknowledges that Hello Konnekt is required to make use of third-party service providers in order to research, analyse, deliver and improve the quality of the Hello Konnekt Service. Hello Konnekt makes use of cookies to deliver the Hello Konnekt Service. The Client consents to the downloading and use of cookies on his/her Device to enhance the Hello Konnekt Service.
- 6.3 Hello Konnekt undertakes that all data and Client personal information collected, used, processed, and shared by it and its service providers shall be kept securely, in confidence, and in terms of Law.
- 6.4 The Client consents and agrees to the collection, transfer and processing of data and personal information by Hello Konnekt and its service providers in South Africa as well as the transfer of data to those service providers with places of business outside of South Africa, including but not limited to, Service Providers providing cloud computing, storage and data analytical facilities.



7. ACCEPTABLE USE OF THE HELLO KONNEKT SERVICE

7.1 The Client shall only access the Hello Konnekt Service using the interface developed by Hello Konnekt.

7.2 The Client shall only use the Hello Konnekt Service for lawful and acceptable purposes in accordance with Law. The Client shall not use the Hello Konnekt Service to (i) defame, insult, or impair the dignity of any person; (ii) engage in homophobic speech, hate and offensive speech (racial or gender), continuous harassment, stalking or other untoward advances, (iii) distribute obscene, threatening and offensive content, or (iv) disseminate falsehoods and untruths, promote or incite criminal activity of any kind or physical harm to any person, and (iv) send bulk communications of any kind.

7.3 The Client is prohibited from obtaining, disseminating or facilitating any unlawful materials over the Hello Konnekt Service including, but not limited to:

7.3.1 Sharing any content that you do not have the right to share under Law or contract;

7.3.2 Copying or dealing in intellectual property without authorisation;

7.3.3 Child pornography;

7.3.4 Any unlawful hate-speech, racist or inflammatory materials;

7.3.5 Facilitation or funding of terrorist activities; and / or

7.3.6 Share materials that contain software viruses or computer code, files, or programmes designed to interrupt, destroy or limit the functionality of any computer software, hardware or telecommunications equipment or disrupt, interfere with, cause harm to any Client Device, computer network, the Hello Konnekt Service or any Hello Konnekt Network.

7.4 The Client is responsible for keeping the Device and his/her account safe and secure, and must notify Hello Konnekt promptly of any unauthorised use or security breach of your account or our Hello Konnekt Service.

8. BILLING AND PAYMENT

8.1 The Client shall select any one of the Hello Konnekt packages when completing the Order Form (“Service Package”).

8.2 The Client may be billed in advance or arrears depending on the terms of the applicable Service Package selected by the Client in the Order Form. Any usage Charges over and above the usage rate in the selected Service Package shall be billed at the agreed rate, in arrears, and such additional charges shall be carried over into the following month’s invoice and statement.



- 8.3 The Client shall pay the fees and charges within seven (7) days from the date of invoice and statement, into the bank account nominated by Hello Konnekt for this purpose, in full, without deduction or set-off and free of bank charges for the supply and delivery of the Hello Konnekt Services, irrespective of whether or not the Service is used.
- 8.4 Hello Konnekt shall be entitled to change the fees payable by the Client upon 30 (thirty) days' notice.
- 8.5 A certificate signed by any Director of Hello Konnekt shall be *prima facie* proof of the amount owing by the client for the purposes of obtaining provisional sentence or summary judgment. The burden of proof should the Client dispute the correctness of such signed certificate shall rest with the Client.

9. SUSPENSION AND TERMINATION OF SERVICES

- 9.1 An Administrator for a Hello Konnekt Service may terminate an individual user's access to a Hello Konnekt Service at any time.
- 9.2 Hello Konnekt may, upon notice to the Client, suspend the Client's use of the Hello Konnekt Service, if the Client fails to perform any obligation under these Terms and Conditions or breaches any term of these Terms and Conditions.
- 9.3 The Hello Konnekt Service may be interrupted from time to time, including for maintenance, repairs, upgrades, or network or equipment failures. Events beyond our control may affect the Hello Konnekt Service, such as events in nature and Events of Force Majeure.
- 9.4 Hello Konnekt may modify, suspend, or terminate your access to or use of the Hello Konnekt Service at any time for any reason, such as if you violate our Acceptable Fair Use and Access policy or the spirit of our Terms and Conditions or create harm, risk, or possible legal exposure for us, our Clients, or others.
- 9.5 Billing of all fees and charges may continue to accrue during suspension.
- 9.6 Should the Client's failure to meet obligations in terms of these Terms and Conditions continue for longer than 60 (sixty) days, Hello Konnekt reserves the right to terminate these Terms and Conditions and any associated Hello Konnekt service obtained under these Terms and Conditions without any further notice to the client.

10. CANCELLATION AS A RESULT OF IMPOSSIBILITY OF PERFORMANCE

- 10.1 If Hello Konnekt is restricted or prevented from carrying out any or all of its obligations as a result of an Event of Force Majeure or any other event or circumstance giving rise to impossibility or performance delay, then Hello Konnekt will be relieved of its affected obligations during the period that such event continues and will not be liable for any costs or damages arising from such delay or the failure in performance of any obligations, as a result of such



event.

10.2 If the event in 10.1 continues for a period more than 30 (thirty) days, either Party may cancel this agreement with immediate effect by written notice to the other Party.

11. DISCLAIMER, LIMITATION OF LIABILITY AND INDEMNITY

11.1 The Client uses the Hello Konnekt Service at his/her own risk and the Hello Konnekt Service is provided on “as is” basis without any express or implied warranties, including, but not limited to, warranties of merchantability, fitness for a particular purpose, title, non-infringement, and freedom from computer virus or other harmful code. Hello Konnekt does not warrant that any information provided by us is accurate, complete, or useful, that our services will be operational, error free, secure, or safe, or that our services will function without disruptions, delays, or imperfections. We do not control, and are not responsible for, controlling how or when our Clients use our services or the features, services, and interfaces our services provided. Hello Konnekt is not responsible for and is not obligated to control the actions, content or data of our Clients or other third parties. The Client releases us, our services providers, and our and their Directors, Officers, Employees, Partners, and Agents from any claim, complaint, cause of action, controversy, or dispute (together, “claim”) and damages, known and unknown, relating to, arising out of, or in any way connected with any such claim that the Client has against any third parties.

11.2 Hello Konnekt will not be liable to the Client for any lost profits or consequential, special, indirect, or incidental damages relating to, arising out of, or in any way in connection with our Terms and Conditions or the use of our Hello Konnekt Service. Hello Konnekt’s aggregate liability relating to, arising out of, or in any way in connection with our Terms and Conditions or our services will not exceed the amount you have paid us in the past twelve months. the foregoing disclaimer of certain damages and limitation of liability will apply to the maximum extent permitted by law.

11.3 It is specifically agreed that Hello Konnekt shall not be liable for any damages or losses incurred by the Client relating to the unavailability (temporary or otherwise) of the Network due to network malfunction and/or failure of any third-party network on which the network is dependent, or for any other reason whatsoever.

11.4 The Client agrees to defend, indemnify, and hold harmless Hello Konnekt from and against all liabilities, damages, losses, and expenses of any kind (including reasonable legal fees and costs) relating to, arising out of, or in any way in connection with any of the following: (a) The Client’s access to or use of the Hello Konnekt Service, including information and content accessed, provided or shared in connection therewith; (b) any claim that your content caused damage or harm to any third party, (c) the Client’s breach or alleged breach of these Terms and



Conditions; or (d) any misrepresentation made by you or incorrect information provided by you. The Client agrees to cooperate as fully as required by Hello Konnekt in the defense or settlement of any claim.

12. DOMICILIA AND NOTICES

12.1 The Client:

As per the details provided on the Order Form, and/or the details provided by the Client on registration to the Hello Konnekt Service, and as amended by the Client from time-to-time as per the terms of this Agreement.

12.2 Hello Konnekt Holdings Proprietary Limited:

Physical Address:	Hello Konnekt Holdings (Pty) Ltd. Willow Vale Office Park, 15 Van Hoof Street Ruimsig Roodepoort, 1724
Telephone:	0861 777 555
Electronic Mail (Email):	legal@hello-konnekt.africa
Marked for the attention of:	Head of Legal

13. DISCLOSURE

13.1 The Client warrants and represents that all information provided during registration or elsewhere relating to these Terms and Conditions, is true, correct and complete and the Client indemnifies Hello Konnekt against any claim that may arise as a result of a breach of this warranty.

13.2 Should it be necessary in terms of the provision of a Service Package applied for, or the Order Form submitted by the Client to Hello Konnekt, the Client authorises Hello Konnekt to make general credit reference enquiries about the Client and to disclose any information, which has been supplied, or any information relating to the Client's account to any registered credit bureau.

13.3 Hello Konnekt shall further be entitled to disclose any information of the Client to enable the provision of emergency services, directory or repair services to the Client and for any purpose for which such information is required in law.

13.4 Hello Konnekt undertakes not to disclose any of the Client's information for any purpose, except as provided for in this clause or as agreed to elsewhere in these Terms and Conditions



or in writing by the Client.

14. GENERAL

14.1 The Client will not transfer any of your rights or delegate any obligations under our Terms and Conditions to anyone else without Hello Konnekt's prior written consent.

14.2 The Client acknowledges that Hello Konnekt seeks, on an on-going basis, to improve the services that it offers to its Clients. This, together with other changes which may be required as a result of legislation or regulation or arising from the environment in which Hello Konnekt operates, may require Hello Konnekt to amend the Terms and Conditions of this, and other, Agreement/s duly concluded between the parties from time to time. Any revised or updated version of these Terms and Conditions will be available on Hello Konnekt's website at www.hello-konnekt.africa and no notification of such amendment will be provided to the Client. It is the Client's responsibility to ensure that he/she has the latest version of these Terms and Conditions. Should the Client not be comfortable with any revisions to these Terms and Conditions, the Client may terminate these Terms and Conditions at any time by giving 30 (thirty) calendar days' notice in writing to Hello Konnekt.

14.3 If any part of these Terms and Conditions are found to be invalid, the balance of the provisions shall remain enforceable. The rule that, in the case of any ambiguity in an agreement, the agreement shall be interpreted against the party responsible for the preparation thereof, shall not apply to these Terms and Conditions.

14.4 This Terms and Conditions shall be subject to and shall be governed by the Laws of the Republic of South Africa.

14.5 The Client agrees, in accordance with the provisions of the Magistrates Court Act of 1944, as amended from time to time, to the jurisdiction of the Magistrates Court having jurisdiction over its person in connection with any action or proceeding instituted against the Client in terms of or arising out of these Terms and Conditions.

14.6 Dispute resolution and escalation:

14.6.1 Subject to clause 14.6.2 below, the Client shall be entitled to refer any dispute between itself and Hello Konnekt regarding the installation and/or accessibility of Services to the Authority or to refer any matter to any other regulatory body having jurisdiction in respect thereof.

14.6.2 However, the Client shall first exhaust Hello Konnekt's internal escalation route for dispute resolution and fault reporting before escalating any such matter to the Authority or other regulatory body having jurisdiction.

14.6.3 The Client shall refrain from attacking Hello Konnekt or its Contractors on the Hello Konnekt Service or any Social Media Platforms for delays in installation and/or Service interruption repairs, without first following the escalation routes and remedies stated above. Failure to



comply with this clause shall entitle Hello Konnekt to cancel these Terms and Conditions without any further notice to the Client. Hello Konnekt furthermore reserves the right to take legal action for defamation against the Client for any untrue statements made on social media in addition to cancelling these Terms and Conditions as aforementioned.