

1. PARTIES

1.1. The Parties to this Agreement are –

1.1.1. FixEezi Proprietary Limited as "FixEezi"; and

1.1.2. You, the client, as specified in the Application Form ("**Client**").

1.2. The Parties agree as set out below.

2. INTERPRETATION

2.1. In this Agreement, unless the context indicates a contrary intention, the following words and expressions bear the meanings assigned to them and cognate expressions bear corresponding meanings –

2.1.1. "**Agreement**" means this agreement, including all annexures;

2.1.2. "**Application Form**" means the application form for the Packaged Services on FixEezi's Website;

2.1.3. "**Assessment Fee**" means collectively or individually, depending on the context, the fee to be paid by the Client (inclusive of VAT thereon at the prescribed rate) to FixEezi in consideration for FixEezi performing or procuring the Assessor to perform the Assessment Services and the Repair Monitoring Services;

2.1.4. "**Assessment Material**" means (i) the pictures of all the damaged portions of the Vehicle; and (ii) information about such damaged portions, including but not limited to, how the damages occurred as well as the accident history of the Vehicle and any other information that the Assessor may require to discharge the Assessment Services which is submitted by the Client to FixEezi;

2.1.5. "**Assessment Services**" means the vehicle assessment services procured by FixEezi on the Client's behalf and provided by the Assessor to the Client to estimate the Repair Costs in relation to the Vehicle, as more fully set out in clause 5;

2.1.6. "**Assessor**" means the entity as may be nominated and appointed by FixEezi from time to time which, *inter alia*, performs the Assessment Services;

2.1.7. "**Customer Clearance Certificate**" means the customer clearance certificate to be completed by the Client on FixEezi's Website confirming that the Client is satisfied with the Repair Services;

- 2.1.8. "**Excluded Damage**" means any damage to the Vehicle not included in the Assessment Material or which the Client has not requested be assessed by the Assessor from the Assessment Material;
- 2.1.9. "**Fee**" means collectively or individually, depending on the context, the Repair Management Fee and the Assessment Fee to be paid by the Client (inclusive of VAT thereon at the prescribed rate) to FixEezi in consideration for FixEezi performing or procuring the performance of the Packaged Services in terms of this Agreement, as well as any other related fees or as may be agreed, including but not limited to car hire and towing charges;
- 2.1.10. "**FixEezi**" means FixEezi Proprietary Limited, registration number 2019/110819/07, a private company incorporated in accordance with the laws of South Africa;
- 2.1.11. "**FixEezi Website**" means www.fixeezi.co.za
- 2.1.12. "**Loan**" means the loan provided by the Loan Provider to the Client which will be paid to FixEezi and discharged by FixEezi for the primary purpose of paying the Repair Costs and the Fee;
- 2.1.13. "**Loan Provider**" means the entity as may be nominated and appointed by FixEezi from time to time which, *inter alia*, who provides the Loan;
- 2.1.14. "**Packaged Services**" means, collectively, the –
- 2.1.14.1. Assessment Services;
 - 2.1.14.2. Repair Services;
 - 2.1.14.3. Repair Monitoring Services; and
 - 2.1.14.4. Payment Services;
- 2.1.15. "**Parties**" means the parties to this Agreement;
- 2.1.16. "**Payment Services**" means the payment by FixEezi to the Repairer (on behalf of the Client, from the proceeds of the Loan if the Client has obtained same or if the Client is paying cash, from the proceeds of any Upfront Amount received from the Client) for the Repair Costs as set out, to the extent applicable, in clauses 10 and 11;
- 2.1.17. "**Pre-Authorisation**" means the conditional approval by the Loan Provider to provide the Loan to the Client subject to its further terms and conditions;

- 2.1.18. **"Pre-Authorisation Information"** means the information and documents required by the Loan Provider from the Client to provide (if acceptable to the Loan Provider) the Client with Pre-Authorisation;
- 2.1.19. **"Pre-Authorisation Services"** means the transmission of the Client's Pre-Authorisation Information to the Loan Provider to enable the Client to obtain the Pre-Authorisation, as more fully set out in clause 7;
- 2.1.20. **"Repair Costs"** means the "desktop" estimate by the Assessor of the cost of the Repair Services after taking into consideration the Assessment Material;
- 2.1.21. **"Repair Management Fee"** means collectively or individually, depending on the context, the fee to be paid by the Client (inclusive of VAT thereon at the prescribed rate) to FixEezi in consideration for FixEezi performing the Repair Management Services;
- 2.1.22. **"Repair Monitoring Services"** means the monitoring of the Repair Services throughout the duration of the repair of the Vehicle and committing same to the Client;
- 2.1.23. **"Repair Services"** means the services which are estimated to be required to be performed by a Repairer to the portion of the Client's Vehicle as identified in the Assessment Material or as separately agreed between FixEezi and the Client, as set out in clauses 10 and 11;
- 2.1.24. **"Repairer"** means the relevant repairer designated by the Assessor to perform the Repair Services to the Vehicle;
- 2.1.25. **"South Africa"** means Republic of South Africa;
- 2.1.26. **"Upfront Amount"** means, if the Client is paying cash for the Repair Costs and Fees, an amount equal to 50% (fifty percent) of the Repair Costs, plus the entirety of the Fees; and
- 2.1.27. **"Vehicle"** means the vehicle on which the Repairs will be performed as specified in the Application Form and depicted in the Assessment Material.
- 2.2. In this Agreement –
- 2.2.1. clause headings and the heading of the Agreement are for convenience only and are not to be used in its interpretation; and

- 2.2.2. an expression which denotes -
- 2.2.2.1. any gender includes the other genders;
 - 2.2.2.2. a natural person includes a juristic person and *vice versa*;
 - 2.2.2.3. the singular includes the plural and *vice versa*;
 - 2.2.2.4. a Party includes a reference to that Party's successors in title and assigns allowed at law; and
 - 2.2.2.5. a reference to a consecutive series of two or more clauses is deemed to be inclusive of both the first and last mentioned clauses.
- 2.3. Any reference in this Agreement to –
- 2.3.1. "**business hours**" shall be construed as being the hours between 08h00 and 17h00 on any business day. Any reference to time shall be based upon South African Standard Time;
 - 2.3.2. "**days**" shall be construed as calendar days unless qualified by the word "business", in which instance a "**business day**" shall have the meaning ascribed thereto in the Companies Act;
 - 2.3.3. "**laws**" means all constitutions; statutes; regulations; by-laws; codes; ordinances; decrees; rules; judicial, arbitral, administrative, ministerial, departmental or regulatory judgements, orders, decisions, rulings, or awards; policies; directives; compliance notices; abatement notices; agreements with, requirements of, or instructions by any governmental authority; and the common law, and "law" shall have a similar meaning and
 - 2.3.4. "**person**" means any person, company, close corporation, trust, partnership or other entity whether or not having separate legal personality.
- 2.4. The words "**include**" and "**including**" mean "include without limitation" and "including without limitation". The use of the words "**include**" and "**including**" followed by a specific example or examples shall not be construed as limiting the meaning of the general wording preceding it.
- 2.5. Any substantive provision, conferring rights or imposing obligations on any Party and appearing in any of the definitions in this clause 2 or elsewhere in this Agreement, shall be given effect to as if it were a substantive provision in the body of the Agreement.

- 2.6. Words and expressions defined in any clause shall, unless the application of any such word or expression is specifically limited to that clause, bear the meaning assigned to such word or expression throughout this Agreement.
- 2.7. Unless otherwise provided, defined terms appearing in this Agreement in title case shall be given their meaning as defined, while the same terms appearing in lower case shall be interpreted in accordance with their plain English meaning.
- 2.8. A reference to any statutory enactment shall be construed as a reference to that enactment as at the Signature Date and as amended or substituted from time to time.
- 2.9. Unless specifically otherwise provided, any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day falls on a day that is not a business day, the next succeeding business day.
- 2.10. If the due date for performance of any obligation in terms of this Agreement is a day which is not a business day then (unless otherwise stipulated) the due date for performance of the relevant obligation shall be the next succeeding business day.
- 2.11. The rule of construction that this Agreement shall be interpreted against the Party responsible for the drafting of this Agreement, shall not apply.
- 2.12. No provision of this Agreement shall (unless otherwise stipulated) constitute a stipulation for the benefit of any person (*stipulatio alteri*) who is not a Party to this Agreement.
- 2.13. Any reference in this Agreement to "**this Agreement**" or any other agreement or document shall be construed as a reference to this Agreement or, as the case may be, such other agreement or document, as amended, varied, novated or supplemented from time to time.
- 2.14. In this Agreement the words "**clause**" or "**clauses**" and "**annexure**" or "**annexures**" refer to clauses of and annexures to this Agreement.

3. INTRODUCTION

- 3.1. FixEezi is a company that assists clients, on their behalf, with the procurement and management of the Packaged Services in respect of a client's Vehicle.
- 3.2. The Client wishes to appoint FixEezi to perform the Packaged Services on its behalf and FixEezi has agreed to perform the Packaged Services on behalf of, and as agent for (save where otherwise provided), the Client on the terms and subject to the conditions herein contained.

- 3.3. The Parties wish to record in writing their agreement in respect of the above and matters ancillary thereto and accordingly do so hereunder.

4. **APPOINTMENT OF FIXEEZI**

- 4.1. The Client hereby appoints FixEezi to act, and FixEezi agrees to act, as the Client's agent (save where otherwise provided) in respect of the performance of the Packaged Services in accordance with the terms and conditions of this Agreement.
- 4.2. FixEezi hereby accepts the aforesaid appointment on the terms and conditions set out in this Agreement.
- 4.3. At no point whatsoever will FixEezi be acting as principal in respect of the performance of the Packaged Services (save where it performs the Assessment Services itself). It will perform such Packaged Services for and behalf of and in the name of the Client (save where otherwise provided). In this regard, a direct contractual relationship will be established between the Client and –
- 4.3.1. the Loan Provider, in respect of the Loan if the Client is obtaining a Loan; and
- 4.3.2. the Repairer, in relation to the Repairer Services.
- 4.4. Unless otherwise subcontracted by FixEezi to another Assessor, FixEezi will perform the Assessment Services (which it shall be permitted to do).

5. **LIMITED ROLE OF FIXEEZI**

FIXEEZI WILL ONLY PERFORM THE SERVICES SET OUT IN THIS AGREEMENT, AND ONLY TO THE EXTENT STIPULATED HEREIN. THE ROLE OF FIXEEZI, AS A LIMITED AGENT SET OUT HEREIN, SHALL NOT INCLUDE ANY DUTIES OTHERWISE ORDINARILY APPLIED TO OR FLOWING FROM AN AGENCY RELATIONSHIP AND ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.

6. **ASSESSMENT SERVICES**

- 6.1. For the Assessor to assess the damages to the Vehicle, the Client must upload the Assessment Material to FixEezi's Website.
- 6.2. The Assessor will process the Assessment Material supplied by the Client in terms of clause 6.1 and use its professional skill, expertise and experience to make an accurate as possible desktop assessment of the –
- 6.2.1. damages;

6.2.2. Repairer most suitable to perform the Repair Services; and

6.2.3. Repair Costs.

6.3. As the Assessment Services are wholly dependent on the completeness, accuracy and quality of the Assessment Material supplied by the Client, it is in the best interests of the Client to provide the Assessor with the best possible Assessment Materials or allow the Repairer to inspect the Vehicle.

6.4. FixEezi will notify the Client of the estimated Repair Costs in respect of the Vehicle.

7. PRE-AUTHORISATION SERVICE PROCEDURE

7.1. For FixEezi to submit the Pre-Authorisation Information to the Loan Provider to obtain Pre-Authorisation on behalf of the Client, the Client must upload the requisite Pre-Authorisation Information to the Agent's Website or such other assessment channel provided by FixEezi.

7.2. The amount of the Loan that is the subject of the Pre-Authorisation will be based on the estimated Repair Cost as set out in clause 6.4 plus the Fees.

7.3. FixEezi will give the Loan Provider access to and copies of the Pre-Authorisation Information reasonably required for the Loan Provider to provide a Pre-Authorisation, if applicable.

7.4. Once Pre-Authorisation has been received, the Client will be contacted directly by the Loan Provider to complete the application process in relation to the Loan. The Client hereby consents to the Loan Provider (i) contacting them as aforesaid; and (ii) notifying FixEezi of the outcome of the Pre-Authorisation and the amount thereof.

7.5. The agreement in respect of the Loan is between the Client and the Loan Provider.

7.6. The Client hereby consents to and authorises –

7.6.1. FixEezi to provide the Pre-Authorisation Information on their behalf to the Loan Provider;

7.6.2. FixEezi to provide the Pre-Authorisation Information to any third party (whether or not for profit or sale) for their lawful use, processing and exploitation; and

7.6.3. FixEezi and the Loan Provider to use and process the Pre-Authorisation Information in accordance with and pursuant to this Agreement and the Loan Provider's pre-authorisation procedures, respectively.

8. CASH PAYMENTS

- 8.1. If the Client elects to discharge the Repair Costs and Fees himself, the provisions of this clause 8 shall apply.
- 8.2. The Client shall pay –
 - 8.2.1. the Upfront Amount within 7 (seven) days of receiving a quote for FixEezi in relation to the Repair Costs and the Fee; and
 - 8.2.2. the balance of the amount outstanding in respect of the Repair Costs before the Repairer is authorised to release the Vehicle.
- 8.3. Save as otherwise specified herein, any payments in terms of this Agreement may be made only by electronic funds transfer or another nominated payment gateway, or direct deposit into the bank account designated by FixEezi from time to time, provided that payment will only be deemed to have been made once the funds have cleared and reflect in FixEezi's designated bank account.
- 8.4. FixEezi shall not be required to provide any insurance in respect of any amounts held on behalf of the Client, accordingly, such amounts are held by FixEezi on behalf of the Client at the Client's sole risk and exposure.
- 8.5. Any interest accrued on the amounts being held by FixEezi on behalf of the Client while in FixEezi's account will accrue for the benefit of FixEezi and shall not be payable to the Client.

9. REPAIR SERVICES

- 9.1. The Assessor contracts with a number of Repairers to discharge the Repair Services and FixEezi will procure that the Assessor, on the Client's behalf, appoints a suitable Repairer to perform the Repair Service to the Vehicle.
- 9.2. A Repairer will only be appointed by FixEezi once –
 - 9.2.1. (i) the Loan has been granted; (ii) the amount of the Loan is equal or greater than the Repair Costs plus the Fees; and (iii) the Loan has been paid by the Loan Provider to FixEezi on the Client's behalf; or
 - 9.2.2. payment of the Upfront Amount has been received by FixEezi in accordance with clause 8.
- 9.3. Once a Repairer has been appointed on the Client's behalf, FixEezi will provide the Client with the contact details and location of Repairer so that the Client and Repairer can arrange the

date and time for the Client to drop-off the Vehicle to be repaired. Any cost to transport the Vehicle to the drop-off location will be for the Client's sole account.

- 9.4. The Assessor or Repairer may request to view the Vehicle before commencing any Repair Services. Any cost to transport the Vehicle to the Repairer will be for the Client's sole account. If the Client consents, the Repairer may request to remove damaged portions of the Vehicle to inspect and determine if any Unforeseen Damages are present. If there are any Unforeseen Damages, this will be communicated to the Assessor (who will notify FixEezi) who will revise the Repair Costs quote accordingly in terms of clause 10.2. Any inspection or removal of portions of the Vehicle must be consented to by the Client. As a result, this will be performed at the Client's sole risk and cost.
- 9.5. The Repairer shall only release and deliver the Vehicle to the Client once the Client has completed the Customer Clearance Certificate.
- 9.6. Should the Client nevertheless be dissatisfied with the Repair subsequent to completing the Customer Clearance Certificate, the Client shall be entitled to request that FixEezi investigate the reasons for such dissatisfaction and to the extent it relates to the Repairer's poor workmanship in relation to the Repair, request the Repairer remedy such Repair at the Repairer's cost, provided that the Client must inform FixEezi of such dissatisfaction within 7 (seven) days from the date on which the Client completed the Customer Clearance Certificate in respect of such Repair, failing which the Client must engage directly with the Repairer.
- 9.7. The resulting repair will be in terms of an agreement between the Client and the relevant Repairer.

10. UNFORESEEN DAMAGES

- 10.1. As the Repair Costs are estimated by the Assessor solely on the basis of the Assessment Materials, there may be damages that would only be identified by the relevant Repairer once the Vehicle has been physically inspected by the Repairer ("**Unforeseen Damages**"). This may occur after drop-off of the Vehicle has taken place in terms of clause 9.3 if either the Repairer or the Assessor have not requested to view the Vehicle beforehand in terms of clause 9.4.
- 10.2. Any Unforeseen Damage discovered by a Repairer will be reported by the relevant Repairer to the Assessor who shall validate the Unforeseen Damages as the discovery of Unforeseen Damage may require that the Repair Costs be increased accordingly to take into account the additional Repair Services required.
- 10.3. To the extent that the increase to the Repair Costs results in the amount of the Loan not being sufficient to fully pay the increased Repair Cost and Fee, then the Client can either –

- 10.3.1. authorise FixEezi to liaise (on behalf of the Client) with the Loan Provider to request an increase to the amount of the Loan to fully discharge the increased Repair Costs and the Fee;
- 10.3.2. pay the difference to FixEezi in cash;
- 10.3.3. authorise FixEezi to liaise (on behalf of the Client) with the Loan Provider to request an increase to the amount of the Loan to partially discharge the Repair Costs or the Fee and for the Client to pay the balance in cash.

10.4. If: (i) the Loan Provider will not increase the amount of the Loan in accordance with clauses 10.3.1 or 10.3.3; or (ii) the Client has elected to make payment in accordance with clause 14 and the Repair Costs have increased in accordance with clause 10.2, then the Client may elect to either –

- 10.4.1. pay the entire difference in cash; or
- 10.4.2. terminate this Agreement.

11. **ADDITIONAL REPAIRS**

- 11.1. The Client may request for additional repairs to be made to the Vehicle in addition to the Unforeseen Damages and the damages identified in terms of clause 10 ("**Additional Repairs**").
- 11.2. Any Additional Repairs will be reported to FixEezi by the relevant Repairer as the Additional Repairs may require that the Repair Costs be increased accordingly to take into account the additional Repair Services required.
- 11.3. If the Client requests for the Additional Repairs to be made, the provisions of clause 10.4 shall apply with the necessary changes, provided that the Client shall not have the right to terminate this Agreement in accordance with clause 10.4.2.
- 11.4. If a Client elects to make payment in terms of clause 8 and has requested for Additional Repairs to be made, then the Client must make payment to FixEezi of the cost of the Additional repairs before the Repairer will perform same.

12. **EXCLUDED DAMAGES**

Any damages to a Vehicle which constitutes Excluded Damages will not be subject to this Agreement and will not be repaired.

13. PAYMENT SERVICES

- 13.1. If the Client elects to discharge the Repair Costs and Fee from the proceeds of a Loan with the Loan Provider, the provisions of this clause 13 shall apply.
- 13.2. Once the Loan is approved by the Loan Provider (in accordance with clause 7 and to the extent applicable, clause 10 and the Loan Agreement), the full amount of the Loan shall be paid into FixEezi's bank account on the Client's behalf.
- 13.3. Once the Loan is paid into FixEezi's bank account, FixEezi shall hold such amount until 7 (seven) days from the date on which the Repairer delivers the Vehicle to Client after which FixEezi will –
- 13.3.1. pay on the Client's behalf to the Repairer, the Repair Costs;
 - 13.3.2. release and transfer the balance remaining once the payments in clause 13.3.1 and 13.4.2 have been made, if any, back to the Client.
- 13.4. The Client hereby consents to and authorises FixEezi to –
- 13.4.1. receive and keep the proceeds from Loan on their behalf
 - 13.4.2. deduct and transfer to itself, the Fee; and
 - 13.4.3. disburse the proceeds from the Loan in accordance with clause 13.3.
- 13.5. FixEezi shall not be required to provide any insurance in respect of the Loan proceeds held on behalf of the Client, accordingly, the Loan proceeds are held by FixEezi on behalf of the Client at the Client's sole risk and expense.
- 13.6. Any interest accrued on the Loan proceeds while in FixEezi's account will accrue for the benefit of FixEezi and shall not be payable to the Client.

14. FEES

In consideration for FixEezi performing or procuring that the following services are performed, the Client will pay to FixEezi, the following Fees –

- 14.1. in relation to the remainder of the Assessment Services, the Assessment Fee as reflected on FixEezi's Website at the date of invoice by FixEezi, plus value added tax thereon at the prescribed rate; and

14.2. in relation to the remainder of the Packaged Services, the Repair Management Fee as reflected on FixEezi's Website at the date of invoice by FixEezi, plus value added tax thereon at the prescribed rate.

15. **STIPULATIO ALTERI**

No part of this Agreement shall constitute a *stipulatio alteri* in favour of any person who is not a Party unless the provision in question expressly provides that it does constitute a *stipulatio alteri*.

16. **BREACH**

16.1. If a Party ("**Defaulting Party**") commits any breach of this Agreement and fails to remedy such breach within 10 (ten) business days ("**Notice Period**") of written notice requiring the breach to be remedied, then the Party giving the notice ("**Aggrieved Party**") will be entitled, at its option –

16.1.1. to claim specific performance of any of the Defaulting Party's obligations in default under this Agreement and with or without claiming damages; or

16.1.2. subject to the provisions of clause 16.2, to cancel this Agreement with or without claiming damages, in which case (i) the written notice in relation to 16.1 shall state that if the breach is not remedied, it will be cancelled in terms of this clause 16.1.2; and (ii) further written notice of the cancellation shall be given to the Defaulting Party, and the cancellation shall take effect on the giving of the notice.

16.2. None of the Parties shall be entitled to cancel this Agreement unless the breach is a material breach of a material term, provided that a breach by FixEezi may only arise when such breach arises from the grossly negligent or intentional acts or omissions of FixEezi.

17. **TERMINATION**

17.1. Notwithstanding anything to the contrary contained in this Agreement, the Client shall be entitled to cancel this Agreement by means of notice by either email or telephone to FixEezi –

17.1.1. at any time prior to the delivery of the Vehicle in accordance with clause 9.2; or

17.1.2. in accordance with clause 10.4.2.

17.2. Notwithstanding anything to the contrary contained in this Agreement, FixEezi shall be entitled to cancel this Agreement by means of notice by either email or telephone to the Client at any time if the Client has not indicated an intention to proceed with this Agreement.

17.3. If the Agreement terminates as aforesaid by the Client or FixEezi, FixEezi shall remain entitled to charge and deduct the full Fee.

17.4. Notwithstanding anything to the contrary contained or implied in this Agreement, unless specifically provided for, no Party shall have any claim against the other Party, of whatsoever nature and howsoever arising, in the event that this Agreement is terminated by the either Party in accordance with this clause17.

18. **WARRANTIES**

18.1. The Client hereby gives unto and in favour of FixEezi the warranty that –

18.1.1. he has the legal capacity and authority to enter into this Agreement and gives this warranty; and

18.1.2. he has the right to the Assessment Material and anything it is legal and permissible to be transmitted to FixEezi.

18.2. Each warranty –

18.2.1. is given as at the date of this Agreement;

18.2.2. induced FixEezi to enter into this Agreement; and

18.2.3. is a separate warranty and will in no way be limited or restricted by reference to or inference from the terms of any other warranty or by any other words in this Agreement.

19. **LIMITATION OF LIABILITY**

FIXEEZI WILL NOT BE LIABLE, WHETHER IN CONTRACT OR IN DELICT OR OTHERWISE, FOR ANY REASON WHATSOEVER AND HOWSOEVER ARISING, FOR ANY LOSS, COSTS OR EXPENSES SUFFERED OR INCURRED BY THE CLIENT (EITHER DIRECTLY OR INDIRECTLY) IN RELATION TO THE PERFORMANCE, MALPERFORMANCE OR NON-PERFORMANCE BY IT OF ANY OF THE PROVISIONS OF THIS AGREEMENT AND BY ANY OF THE PROVIDERS APPOINTED BY IT IN TERMS OF THE PERFORMANCE OF ANY OF THE PACKAGED SERVICES. THIS LIMITATION OF LIABILITY SHALL NOT APPLY WHEN SUCH LOSS ARISES FROM THE GROSSLY NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF FIXEEZI.

20. **NOTICES**

20.1. The Parties choose as their addresses for all purposes under this Agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature (including the exercise of any option), the following addresses -

- 20.1.1. **FixEezi**, as reflected in FixEezi's Website.
- 20.1.2. **Client**, the contact details included in the Application Form.
- 20.2. Any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing but it shall be competent to give notice by e-mail.
- 20.3. Any Party may by notice to the other Parties change the physical address chosen as its *domicilium citandi et executandi* to another physical address where postal delivery occurs in South Africa or its e-mail address, provided that the change shall become effective on the 5th (fifth) business day from the deemed receipt of the notice by the other Parties.
- 20.4. Any notice to any Party -
 - 20.4.1. delivered by hand to a responsible person during ordinary business hours at the physical address chosen as its *domicilium citandi et executandi* shall be deemed to have been received on the day of delivery; or
 - 20.4.2. sent by e-mail to its chosen e-mail address stipulated in clause 20.1, shall be deemed to have been received on the date of despatch (unless the contrary is proved).
- 20.5. Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by any Party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen *domicilium citandi et executandi*.

21. **APPLICABLE LAW AND JURISDICTION**

- 21.1. This Agreement will in all respects be governed by and construed under the laws of the Republic of South Africa.
- 21.2. The Parties hereby consent and submit to the non-exclusive jurisdiction of the Magistrates' Court for the Region of rRandburg, in any dispute arising from or in connection with this Agreement.

22. **GENERAL**

22.1. **Whole Agreement**

- 22.1.1. This Agreement read with the Assessment Material constitutes the whole of the agreement between the Parties relating to the matters dealt with herein and, save to the extent otherwise provided herein, no undertaking, representation, term or

condition relating to the subject matter of this Agreement not incorporated in this Agreement shall be binding on any of the Parties.

22.1.2. This Agreement supersedes and replaces, in their entirety, any and all agreements and letters between or amongst the Parties (and other persons, as may be applicable) and undertakings given to or on behalf of the Parties (and other persons, as may be applicable) in relation to the subject matter hereof.

22.2. Variations to be in Writing

No addition to or variation, deletion, or agreed cancellation of all or any clauses or provisions of this Agreement will be of any force or effect unless in writing and signed by the Parties.

22.3. No Indulgences

No latitude, extension of time or other indulgence which may be given or allowed by any Party to any other Party in respect of the performance of any obligation hereunder, and no delay or forbearance in the enforcement of any right of any Party arising from this Agreement and no single or partial exercise of any right by any Party under this Agreement, shall in any circumstances be construed to be an implied consent or election by such Party or operate as a waiver or a novation of or otherwise affect any of the Party's rights in terms of or arising from this Agreement or estop or preclude any such Party from enforcing at any time and without notice, strict and punctual compliance with each and every provision or term hereof. Failure or delay on the part of any Party in exercising any right, power or privilege under this Agreement will not constitute or be deemed to be a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

22.4. No Waiver or Suspension of Rights

No waiver, suspension or postponement by any Party of any right arising out of or in connection with this Agreement shall be of any force or effect unless in writing and signed by such Party. Any such waiver, suspension or postponement will be effective only in the specific instance and for the purpose given.

22.5. Provisions Severable

All provisions and the various clauses of this Agreement are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision or clause of this Agreement which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be

treated as *pro non scripto* and the remaining provisions and clauses of this Agreement shall remain of full force and effect. The Parties declare that it is their intention that this Agreement would be executed without such unenforceable provision if they were aware of such unenforceability at the time of execution hereof.

22.6. Continuing Effectiveness of Certain Provisions

The expiration or termination of this Agreement shall not affect such of the provisions of this Agreement as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.

22.7. No Assignment

22.7.1. Neither this Agreement nor any part, share or interest herein nor any rights or obligations hereunder may be ceded, delegated or assigned by the Client without the prior signed written consent of the FixEezi.

22.7.2. FixEezi is entitled to cede their rights and delegate their obligations under this Agreement (including subcontracting its rights to any party).

22.8. Commencement

This Agreement shall only be binding on the Parties and of force and effect once FixEezi informs the Client that it has accepted the appointment as contemplated herein.

ANNEXURE A**FIXEEZI - PAYMENT TERMS AND CONDITIONS****1. Detailed description of goods and/or services**

Fixeezi (Pty) Ltd is a business in the car accident repair services industry that services the un-insured market.

2. Delivery policy

Subject to receipt of payment of at least the 1st 50% of the quoted repair cost + 100% of the admin and assessment fees, the client's vehicle will be booked in for repair monitoring. Final invoice amount to be paid in full (balance of the 50% repair cost for cash customer) before taking delivery of the vehicle. Vehicle will only be released to the client, once full amount reflects in the Fixeezi (Pty) Ltd account.

3. Export restriction

The offering on this website is available to South African clients only.

4. Return and Refunds policy

Refunds are acceptable if a cash client has paid 50% of the repair cost plus assessment and admin fees, then decides to cancel prior to vehicle being booking in for repair monitoring, we will NOT refund the assessment fee and admin fee.

5. Customer Privacy policy

Fixeezi (Pty) Ltd (Pty) Ltd shall take all reasonable steps to protect the personal information of users. For the purpose of this clause, "personal information" shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000 (PAIA). The PAIA may be downloaded from:
http://www.polity.org.za/attachment.php?aa_id=3569

6. Payment options accepted

Fixeezi (Pty) Ltd accepts various secure payment methods. Including Credit/ Debit Card (VISA and MasterCard), InstantEFT (SID) and Direct Cash Deposit.

7. Card acquiring and security

Credit card transactions will be acquired for Fixeezi (Pty) Ltd via PayGate, the approved payment gateway for Nedbank Limited 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.

8. Customer details separate from card details

Customer details will be stored by Fixeezi (Pty) Ltd (Pty) Ltd 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.

Fixeezi (Pty) Ltd has no access to card details entered by the client on Paygate's secure site.

9. Merchant Outlet country and transaction currency

The merchant outlet country at the time of presenting payment options to the cardholder is South Africa. Transaction currency is South African Rand (ZAR).

10. Responsibility

Fixeezi (Pty) Ltd 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. Please refer to the general T&C document available on our website, to be read with our payment terms and conditions viz herewith document, named annexure A.

11. Country of domicile

This website is governed by the laws of South Africa and Fixeezi (Pty) Ltd (Pty) Ltd chooses as its domicilium citandi et executandi for all purposes under this agreement, whether in respect of court process, notice, or other documents or communication of whatsoever nature, P.O. Box 787246, Sandton, 2146.

12. Variation

Fixeezi (Pty) Ltd (Pty) Ltd, in its sole discretion, may change this agreement or any part thereof at any time without notice.

13. Company information

This website is run by Fixeezi (Pty) Ltd based in South Africa, trading as **Fixeezi** and with registration number 2019/110819/07 and Clifford Joffe and Aletta Maria Van Heerden are the Directors.

14. Fixeezi (Pty) Ltd (Pty) Ltd contact details

Company Physical Address: 2 Coldstream Street, Wilgespruit 190-IQ, Ruimsig, Roodepoort, 1735

Fixeezi (Pty) Ltd contact details: Email support: info@Fixeezi.co.za | Telephonic support: 0861 349 339 or 011 574 5302

Alternatively, you can submit your query through the contact page on our website,

<https://www.fixeezi.co.za/Contact>

For any accounts related enquiries, please contact:

Email: joseph.m@fixeezi.co.za Telephone: (011) 574 - 5302 ext 2001