Assist 247 Website Use Terms and Conditions

PART 1: GENERAL - USING THE WEBSITE

Terms This document sets out the terms and conditions ("Terms") of The Minga Trust (IT351/97) t/a Assist247, an *inter vivos* trust registered in accordance with the laws of the Republic of South Africa with address at 1 Berg-en-Dal Road, Somerset West, Western Cape, 7130("Assist247") pertaining to the access and use of the information, products, services and functions provided on www.assist247.co.za ("Website"). If there is anything in these Terms that you do not understand then please contact us as soon as possible. Please note that calls to us are charged at national rates and may be monitored for training, security and quality assurance purposes.

Use Should any person that accesses the Website ("you" or "User") disagree with any of the Terms, you must refrain from accessing the Website and/or using our services. If you are under the age of 18, you must obtain your parents' or legal guardians' advance consent to be bound by these Terms before purchasing any products or services.

Amendment Assist247 reserves the right, in its sole discretion, to amend and/or replace any of, or the whole of, the Terms. Such amendments shall supersede and replace any previous Terms and shall be made available on the Website. Each time a User accesses the Website and/or uses the services, the User shall be deemed to have consented, by such access and/or use, to the Terms, as amended and replaced by Assist247 from time to time. If you are not satisfied with the amended Terms, you should refrain from using the Website. We will however give you prior notice where we have collected personal information from you and where the purpose for which we collected that information, is affected by the intended amendment.

Services Assist247 reserves the right to change and amend the products and rates quoted on this Website from time to time without notice. Assist247 may use the services of third parties to provide information on the Website. Assist247 has no control over this information and makes no representations or warranties of any nature as to its accuracy, appropriateness or correctness. The User agrees that such information is provided "as is" and that Assist247 and its online partners shall not be liable for any losses or damages that may arise from the User's reliance on it, howsoever these may arise.

Content Assist247 makes no representations or warranties, whether express or implied, as to the accuracy, completeness or reliability of any information, data and/or content on the Website, including without limitation: (1) Assist247 does not warrant that the Website or information or downloads shall be error-free or that they shall meet any particular criteria of performance or quality. Assist247 expressly disclaims all implied warranties, including without limitation, warranties of merchantability, fitness for a particular purpose, non-infringement, compatibility, security and accuracy; (2) whilst Assist247 has taken reasonable measures to ensure the integrity of the Website and its contents, no warranty, whether express or implied, is given that any files, downloads or applications available via this Website are free of viruses, or any other data or code which has the ability to corrupt, damage or affect the operation of the User's system; and (3) Assist247 disclaims any responsibility for the verification of any claims. Information published on this Website may be done so in the format in which Assist247 receives it and statements from external parties are accepted as fact. The Website content may be out of date, and Assist247 makes no commitment to update the content on the Website.

Third Parties Assist247 may provide links to third party websites on the Website. These links are provided to the User for convenience purposes only and Assist247does not endorse such websites, or their owners, content, security practices or operations. Any dealings that you may have with any

linked websites, including advertisers, found on the Website, are solely between you and the third party website. While Assist247 tries to provide links only to reputable websites or online partners, Assist247 cannot accept responsibility or liability for the information provided on other websites. You agree that Assist247shall not be held liable, directly or indirectly, in any way for the content, the use or inability to use or access any linked website or any link contained in a linked website, nor for any loss or damage of any sort incurred as a result of any dealings with, or as the result of the presence of such third party linked websites on the Website.

Usage Restrictions The User hereby agrees that it shall not itself, nor through a third party: (1) copy (other than for backup, archival or disaster recovery purposes), reproduce, translate, adapt, vary, modify, lease, licence, sub-licence, encumber or in any other way deal with any part of the Website for any reason and in any manner; (2) decompile, disassemble or reverse engineer any portion of the Website; (3) write and/or develop any derivative of the Website or any other software program based on the Website; (4) modify or enhance the Website. In the event of a User effecting any modifications or enhancements to the Website in breach of this clause, such modifications and enhancements shall be the property of Assist247; (5) without Assist247's prior written consent, provide, disclose, divulge or make available to or permit the use of or give access to the Website by persons other than the User; (6) remove any identification, trademark, copyright or other notices from the Website; (7)post or transmit, by means of reviews, comments, suggestions, ideas, questions or other information through the Website, any content which is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane or hateful, or racially, ethnically or otherwise objectionable content of any kind; and/or (8) unless it is consistent with the intent and purpose of these Terms, use the Website for any purpose other than personal, non-commercial and information purposes.

Security In order to ensure the security and reliable operation of the services to all Assist247's Users, Assist247 hereby reserves the right to take whatever action it may deem necessary to preserve the security, integrity and reliability of its network and back-office applications. You may not utilise the Website in any manner which may compromise the security of Assist247's networks or tamper with the Website in any manner whatsoever, which shall include without limitation, gaining or attempting to gain unauthorised access to the Website, or delivering or attempting to deliver any unauthorised, damaging or malicious code to the Website, all of which is expressly prohibited. Any person or entity which does so, or attempts to do so, shall be held criminally and civilly liable. Any User who commits any of the offences detailed in Chapter 13 of the Electronic Communications and Transactions Act 25 of 2002 ("ECTA") (specifically sections 85 to 88 (inclusive)) shall, notwithstanding criminal prosecution, be liable for all resulting liability, loss or damages suffered and/or incurred by Assist247 and its affiliates, agents and/or partners.

Intellectual Property Rights "Intellectual Property Rights" means all and any of the rights in and to intellectual property of any nature whatsoever owned and/or controlled directly or under licence by Assist247, now or in the future, including without limitation, Assist247's rights, title and interest in and to all technology, source code/s, trade secrets, logos, systems, methods, trademarks, trade names, styles, insignia, designs, patents and copyright, and all similar proprietary rights which may subsist in any part of the world, whether registered or not. All copyright and other Intellectual Property Rights in all content, trademarks, software, data, material, including logos, databases, text, graphics, icons, hyperlinks, confidential information, designs, agreements, and multimedia works, published on or via the Website ("proprietary material"), are the property of, or are licensed to, Assist247 and as such are protected from infringement by local and international legislation and treaties. All rights not expressly granted are reserved and no right, title or interest in any proprietary material or information contained in this Website is granted to you.

User Content By submitting reviews, comments and/or any other content (other than your personal information) to Assist247 for posting on the Website, you automatically grant Assist247 and its affiliates a non-exclusive, royalty-free, perpetual, irrevocable right and licence to use, reproduce,

publish, translate, sub-license, copy and distribute such content in whole or in part worldwide, and to incorporate it in other works in any form, media, or technology now known or hereinafter developed, for the full term of any copyright that may exist in such content. Subject to this licence, you retain any and all rights that may exist in such content. If the content, including text and images, displayed on the Website is offensive or damaging to anyone, or infringes on any rights including any copyright or trademark, Assist247 will in its absolute discretion and on receipt of details of such infringements be entitled, but not obliged, to immediately remove same.

Risk The User's use of this website and the information contained on the website is entirely at the User's own risk and the User assumes full responsibility and risk of loss resulting from the use thereof. The transmission of information via the internet, including without limitation e-mail, is susceptible to monitoring and interception. The User bears all risk of transmitting information in this manner. Under no circumstances shall Assist247 be liable for any loss, harm, or damage suffered by the User as a result thereof. Assist247 reserves the right to request independent verification of any information transmitted via e-mail and the User consents to such verification should Assist247 deem it necessary.

Limitation of Liability and Indemnity To the extent permissible by law: (1) Neither Assist247, its affiliates, shareholders, agents, consultants or employees shall be liable for any damages whatsoever, including without limitation any direct, indirect, special, incidental, consequential or punitive damages, howsoever arising (whether in an action arising out of contract, statute, delict or otherwise) related to the use of, or the inability to access or use the content of the website or any functionality thereof, or the information contained on the website, or of any linked website, even if Assist247 knows or should reasonably have known or is expressly advised thereof; (2) In no event shall Assist247 be liable to the User for loss of profits or for special, incidental, consequential or punitive losses or damages arising out of or in connection with the website or its use or the delivery, installation, servicing, performance or use of it in combination with other computer software; and (3) You hereby unconditionally and irrevocably indemnify Assist247 and agree to hold Assist247 free from all loss, damages, claims and/or costs, of whatsoever nature suffered or incurred by Assist247 or instituted against Assist247 as a direct or indirect result of your use of the website; software, programs and support services supplied by, obtained by or modified by you or any third party without the consent or knowledge of Assist247; your failure to comply with any of the terms or any other requirements which Assist247 may impose from time to time; the actions or requirements of any telecommunications authority or a supplier of telecommunications services or software; or any unavailability of, or interruption in, the service which is beyond the control of Assist247. Assist247 makes no warranty or representation as to the availability, accuracy or completeness of the content of the Website. You expressly waive and renounce all your rights of whatever nature that you may have against Assist247 for any loss suffered by you, as a result of information supplied by Assist247 being incorrect, incomplete or inaccurate.

Assist247 Privacy and Cookie Policy This clause provides details about our Privacy and Cookie Policy, which Policy forms part of these Terms. Assist247takes your privacy seriously and is committed to protecting your personal information. We use the personal information that we collect from you in accordance with this Privacy and Cookie Policy. Personal information when used in this Policy means information that can identify you as an individual or is capable of identifying you. By personal information we don't mean general, statistical, aggregated or anonymised information. Your use of our services signifies your consent to us collecting and using your personal information as specified below.

How do we collect information about you? You may provide personal information to us when communicating with us, through the registration of an account and if you enter a competition or participate in a promotion.

How do we use your information? Your personal information is used to advertise your services on the Website if you are a registered Service Provider; invite you to provide a rating and comments;

when providing help desk support to you; to prevent and detect criminal activity, fraud and misuse of or damage to the Website or networks and to prosecute those responsible; and to contact you for marketing purposes. You are entitled to opt-out of marketing communication.

How long do we keep your information for? The time periods for which we keep your information may vary according to the use or purpose attached to the information. Unless there is a specific legal requirement requiring us to keep your information, however, we will not keep it for longer than necessary for the purpose for which the information was collected or for which it is to be processed.

Disclosing your information to third parties Assist247 may provide aggregate statistics about our sales, customers, traffic patterns and other website information to third parties, but these statistics will not include any information that could identify you. If you want to list your business, Assist247 will provide certain of your personal information, such as your name and contact details, to Website users so that they may contact you.

When and where do we use cookies? We allocate cookies during the registration process for our services. These cookies will hold information collected during your registration and will allow us to recognise you as a customer and provide you with the services you require.

How can you refuse or opt out of cookies? Most browsers are set by default to accept cookies automatically, but usually you can alter the settings of your browser to prevent automatic acceptance and to prompt you every time a cookie is sent to you or to allow you to choose not to receive cookies at all.

How can you manage your privacy preferences? If you'd like us to stop processing your information for marketing purposes, please write to us at or email address set out below.

Compliancewithsection43(1) of ECT Act In compliance with section 43(1) of the ECT Act, the following is noted:

Full name: The Minga Trust t/a Assist247

Registration number: IT351/97

Physical address: 1 Berg-en-Dal Road, Somerset West

Fax number:086 537 6328

Telephone number:0861 244 636 Website address: www.assist247.co.za E-mail address: info@assist247.co.za

Names of office bearers: Paul Zietsman Meyer, Wilhelmina Meyer, Mieke Meyer, Piet Britz

Registered at: The Master's Office, Bloemfontein

Notices Any notices to Assist247 shall be given by email to info@assist247.co.za or such other address that has been duly nominated by Assist247 from time to time in writing. Any notices to a User shall be given by email to such address that has been duly nominated by the User from time to time in writing, or in the case of the Service Provider, to the Service Provider's email address as nominated in its Assist247 Account.

General These Terms set forth the entire understanding and agreement between Assist247 and you with respect to the subject matter hereof. These Terms are governed in all respects by the laws of the Republic of South Africa. This Website is controlled, operated and administered by Assist247 from its offices within the Republic of South Africa. Assist247 makes no representation that the content of the Website is appropriate or available for use outside of South Africa. Access to the Website from territories or countries where the content of the Website is illegal is prohibited. Users may not use this Website in violation of South African export laws and regulations. If the User accesses this Website from locations outside of South Africa, that User is responsible for compliance with all local laws. If

any provision of these Terms is held to be illegal, invalid or unenforceable for any reason, such provision shall be struck out from these Terms and the remaining provisions shall be enforced to the full extent of the law.Assist247's failure to act with respect to a breach by you or others does not constitute a waiver of our right to act with respect to subsequent or similar breaches. You shall not be entitled to cede your rights or assign your rights or delegate your obligations in terms of these Terms to any third party without the prior written consent of Assist247.Assist247is entitled to cede or assign its rights or delegate its obligations in terms of these Terms to any third party without your prior written consent. No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein, whether it induced the contract and/or whether it was negligent or not. The head notes to the paragraphs to these Terms are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate. Words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include females and words importing persons shall include partnerships and corporate and unincorporated entities.

PART 2: USING ASSIST247 AS AN END USER

Terms As an End User, Part 1 of these Terms also apply to you and by using Assist247 you are bound by Part 1 and Part 2 of the Terms. Words and expressions defined in Part 1 shall bear, unless the context otherwise requires, the same meaning in this Part 2.

Definitions In Part 2 of these Terms: "End User" means the person or entity who has made use of the Website to search and/or obtain contact details of a Service Provider; "Service Provider" means an independent third party service provider whose details appear on the Website, and includes Assist247 Accredited and Approved Service Providers; "Assist247 Accredited" means that the Service Provider appears to comply with the minimum regulations and qualifications necessary to provide the relevant SP Service competently and professionally; "Approved" means that an independent industry body has approved the Service Provider in accordance with its standards of compliance; "SP Service" means the service provided the Service Provider to the End User.

Assist247 Accreditation The status of Service Providers cannot be purchased, and is solely dependent on the compliance criteria of Assist247. While every reasonable effort is made to verify the Approval status of Service Providers (other than Assist247 Accredited Service Providers), we are simply reporting such approval and do not in any way guarantee the accuracy thereof. Assist247 Accredited Service Providers are inspected by our agents and based on their findings and recommendations we simply report our impressions regarding their capabilities via our ACE Rating concept, and in no way whatsoever issue warranty regarding the quality of their workmanship or materials used. Assist247 Approved Service Providers are evaluated according to an electronic questionnaire supplied to them which in some cases includes a visit from an inspector, however once again we do not guarantee the quality of their services in any way whatsoever. Notwithstanding Assist247 Accreditation, access to the Service Providers via the Website is for convenience and facilitation purposes only and Assist247 does not endorse the Service Providers or their practices and operations.

Relationship of the Parties The End User acknowledges that Assist247 is not the service provider of the SP Services, and the SP Services are provided by Service Providers who are independent third parties and who are not employed by or are agents of Assist247. While Assist247 endeavours to provide access only to reputable service providers, Assist247 does not accept responsibility or liability for the SP Services to be provided by the Service Providers. The End User agrees that Assist247 shall not be held liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of any dealings with, instructions to, or presence of Service Providers. Any dealings that the End User may have with any Service Providers, are at the End User's own risk and solely between the End User and the Service Provider.

PART 3: LISTING YOUR BUSINESS AS A SERVICE PROVIDER

Terms As a Service Provider, Part 1 of these Terms also apply to you and by using Assist247 you are bound by Part 1 and Part 3 of the Terms. Words and expressions defined in Part 1 shall bear, unless the context otherwise requires, the same meaning in this Part 2.

Definitions In Part 3 of these Terms: "Service Provider" means the independent third party service provider on whose behalf the Assist247 application form has been completed for listing on Assist247, and any reference to "Service Provider" includes the Service Provider's principals, employees, authorised representatives, agents and consultant; "End User" means a person or entity who has made use of the Website to search and/or obtain contact details of a Service Provider; "SP Service" means the service provided by the Service Provider to the End User; "Assist247 Accredited" means that the Service Provider appears to Assist247, after an inspection of the Service Provider's premises and qualifications, to comply with the minimum regulations and qualifications necessary to provide the relevant SP Service competently and professionally, which is represented by an ACE rating which corresponds with its level of accreditation; and" Approved" means that an independent industry body has approved the Service Provider in accordance with its standards of compliance.

Application Only persons who have the necessary authority on behalf of the Service Provider may complete this application and debit order instruction, and in doing so they confirm their authority. Assist247 is entitled, but not obliged, to make any enquiries as it deems fit to confirm the authority of the applicant on behalf of the Service Provider. Assist247 has the right to accept or reject any application in its sole discretion.

Assist247 Account Registration of its Assist247 Account requires information such as the Service Provider's trading name, representative name, registration number, business address, mobile number and bank account details. It is the sole responsibility of the Service Provider to ensure that its information is kept up to date on its Assist247 Account, and the Service Provider undertakes to immediately update its information upon any change.

Assist247Accreditation and Ratings The status of Service Providers cannot be purchased, and is solely dependent on the compliance criteria of Assist247. TheAssist247 Accreditation process is managed by Assist247 according to its own criteria and within its sole discretion. The Approval process is managed by independent industry bodies and the Approval status is simply reported by Assist247 without any confirmation or endorsement of the process. Notwithstanding Assist247Accreditation or Approval, Assist247 does not endorse the Service Provider or its practices and operations, and Assist247 will not accept responsibility or liability for the SP Services to be provided by the Service Provider. Where End User comments are posted on the Website, the Service Provider hereby expressly consents to such publication. Assist247 shall not be liable for any losses or damages to the Service Provider that may arise due to publication of such ratings and comments, including where such content is or may be harmful to the Service Provider's reputation or goodwill.

Payment Payment of listing fees is due and payable in advance on the terms specified in the application form, either monthly, bi-annually or annually, by the 7th day of the month for which payment is due. Where payment is made by debit order, such payment will be deducted on the 7th day of the month in which payment is due.

Escalation Assist 247 is entitled to increase listing fees in its sole discretion due to added features or inflationary pressure, by giving 30 days' notice to the Service Provider via its registered email address.

Listing Assist247 may at its own discretion decide to list the Service Provider prior to the first payment being deducted by debit order, but where the Service Provider elects to pay by EFT or cash the listing will only be posted after receipt of the first payment.

Suspension Assist247 is entitled, in its sole discretion, to temporarily suspend the Service Provider's listing in order to recover any outstanding fees which may be due until such fees have been recovered, where after the listing may be reactivated or permanently cancelled in Assist247's sole discretion.

Cancellation Assist247 has the right, in its sole discretion, to immediately cancel the listing without notice in the case of late or non-payment of listing fees, unresolved disputes or complaints from End Users, any unlawful activity by the Service Provider, or any other breach of this Agreement by the Service Provider.

Cancellation by Service Provider The listing may be cancelled by the Service Provider at any time by furnishing a calendar month's written notice to Assist247. Fees remain payable in the notice month. For debit order clients, the listing may be cancelled at any time by the Service Provider provided written notice of cancellation is furnished to Assist247 before the last day of the given month, as debit orders are submitted on the 1st day of a month for processing on the 7th and will not be recalled.

VAT Invoices Please note that SARS has determined that invoices are not required for the reclaiming of VAT for this type of debit order deduction, however should they be required for other reasons they will be provided on request.

Privacy The Service Provider hereby acknowledges his familiarity with the provisions of the prevailing privacy and data protection legislation, and hereby instructs Assist247 to process, and consents to the processing of, its personal information. This includes publishing the Service Provider's contact details on the Website as well as all our affiliated and partner websites, Apps and maps. It also includes the transfer of information to interested groups and businesses where these entities make use Service Providers in the running of their businesses, for the benefit of the Service Provider. This consent may be withdrawn at any time by furnishing written notice to Assist247, provided that this will result in the listing being deactivated. Where the Service Provider has registered an account on the Whizzoh SP Partner App, the Service Provider consents to Whizzoh accessing, receiving, using and processing its information as provided for purposes of its Assist247 Account, as well as any accreditation information, ratings and any other content for the purpose of facilitating transactions via the SP Partner App. Neither Assist247, its Related or Associated parties, affiliates, shareholders, agents, consultants or employees shall be liable for any damages whatsoever, including without limitation any direct, indirect, special, incidental, consequential or punitive damages, howsoever arising (whether in an action arising out of contract, statute, delict or otherwise) related to any failure of the Assist247 website or database or failure by the Service Provider to provide correct or updated information and the Service Provider utilises these services entirely at its own risk.

Relationship Between the Parties The Service Provider acknowledges that Assist247 is not the agent of the End User. Assist247 makes the Website available to the End User to facilitate the selection and appointment of a Service Provider of its own choice. The Service Provider acknowledges that Assist247 is not the agent or partner of the Service Provider, and the Service Provider is not the agent or partner of Assist247. The SP Services are provided by the Service Provider to the End User as an independent third party to Assist247, and the Service Provider is not employed by Assist247.

Limitation of Liability and Indemnity The Service Provider hereby confirms and agrees neither of Assist247, its affiliates, trustees, agents, consultants or employees shall be liable for any damages

whatsoever, including without limitation any direct, indirect, special, incidental, consequential or punitive damages, howsoever arising (whether in an action arising out of contract, statute, delict or otherwise) related to the SP Services, and that the Service Provider will be solely responsible and liable for all and any claims from the End User arising from or in connection with the SP Services. The Service Provider hereby unconditionally and irrevocably indemnifies Assist247 and agrees to hold Assist247 free from all loss, damages, claims and/or costs of whatsoever nature suffered by or brought against or incurred by Assist247 arising from or in connection with the SP Services. This includes any payout by Assist247 to an End User on a Guarantee issued by Assist247 in accordance with the terms of the Guarantee set out on the Website.

Service Levels In providing the SP Services to the End User, the Service Provider undertakes to and warrants that it shall: (1) comply with all relevant legislation in its dealings with the End User, including the CPA and the ECTA; (2) provide the SP Services in a prompt, professional, efficient, sober, courteous and workmanlike manner to the End User while putting customer relations at the forefront of its service delivery; (3) provide the SP Services at the place where and at the time when communicated by the End User; (4) provide the SP Services only in accordance with the instructions issued to the Service Provider; (5) promptly respond to calls; (6) never accept a call from an End User if the Service Provider is unable to perform the SP Services at the place where and at the time when instructed by the End User, promptly and in a professional manner; (7) hold and maintain all licenses and registrations necessary as may apply to its contracted trade or occupation, and to comply at all times with the relevant statutory requirements; (8) ensure that all employees, authorised representatives, agents and consultants engaged by it to provide the SP Services, have and maintain the necessary skills and expertise to provide the SP Services; (9) obtain and at all times maintain for the duration of this Agreement, comprehensive insurance with a registered insurer for an amount of minimum of R1 000 000 (ONE MILLION RAND), to insure against all insurable risks, all loss and damage relating to or arising from the performance of the SP Services by the Service Provider and all employees, authorised representatives, agents and consultants engaged by it to provide the SP Services. The Service Provider agrees to furnish Assist247 with proof of insurance immediately upon request thereof by Assist247; (10) not do, permit or omit to do anything which will have the effect of prejudicing or infringing Assist247's or the End User's reputation, interests or goodwill; (11) only advertise and promote Assist247's trade marks (including its logos) with Assist247's written consent; (12) immediately inform Assist247 of any complaint made by an End User, ensure every effort is made to resolve such a complaint without undue delay, and fully co-operate with Assist247 and the End User in the investigation and resolution of any dispute; (13) attend to any complaint received from an End User whether verbally, by email or by fax, and inform Assist247 in writing with an outcome and solution within 48 (FORTY EIGHT) hours from becoming aware of the complaint.

ASSIST247 SERVICE AND WORKMANSHIP GUARANTEE - TERMS AND CONDITIONS

The Assist247 Service Guarantee will be issued independently by Assist247 to our Website's End Users on behalf of all Assist247Accredited (ACE Rated) Service Providers, as follows:

- 1. Words and expressions defined in the Assist 247 Website Use Terms and Conditions shall bear, unless the context otherwise requires, the same meaning in this guarantee.
- 2. This guarantee applies only where, prior to the service being provided by the Service Provider: (1) an End User has applied for the guarantee by registering with Assist247 his intention to make use of the Service Provider in accordance with the procedure set out on the Website; (2) Assist247 has furnished the End User with written confirmation that the guarantee has been registered; and (3) the Service Provider was sourced on the Website or one of our group websites (Assist247.mobi, Service4Africa and Services4Africa.mobi). The guarantee does not apply where the Service Provider was sourced from any alternative source, or where the End User does not have written confirmation of the guarantee.
- 3. In case of any dispute or allegations of inferior quality workmanship the End User must first, genuinely and in good faith, attempt to resolve the dispute with the Service Provider, failing which full submissions, including a detailed description of the resolution attempts, must be furnished in writing to Assist247 within 7 days of the event.
- 4. In the event of any complaint or dispute, the End User's submissions will be evaluated by in-house Assist247 experts, and should the Service Provider's work be found by Assist247 to be defective Assist247 will instruct the Service Provider to effect repairs accordingly, failing which Assist247 will instruct an alternate Service Provider of its choice to effect the necessary repairs. These repairs will be paid for by Assist247 at our own discretion up to a maximum of amount of R10 000. Assist247's decision as to who was to blame will be regarded as final and no discussions will be entered into.
- 5. This guarantee is only for repair of the faulty workmanship, and does not entitle the End User to replacement of goods or reimbursement of damages or expenses by Assist247.
- Please note this guarantee is supplementary to, and will not replace, any rights or recourse that
 the End User may have against the Service Provider in terms of the Consumer Protection Act or
 any other law.