

Standard Terms & Conditions

Concluded between:
SYNCRONY (PTY) LTD - HEREWITH, SYNCRONY
And
THE CLIENT

COLLECTIVELY REFERRED TO AS:
THE PARTIES.

1. This agreement and its provisions are valid and enforceable within the Republic of South Africa, both parties consent to the jurisdiction of the South African Magistrates' Court and the High Court.
2. The parties consent to the jurisdiction of the Magistrates' Court in terms of Section 45 of the Magistrates' Court Act
3. No variation is to be made to this agreement without the written consent of both parties.
4. Syncrony accepts no liability for damages arising out of this agreement.
5. **Cancellation:**
 1. This agreement may be cancelled by the consent of both parties.
 1. The parties may determine what is reasonable and fair, in the circumstances, regarding debts owing on performance tendered
 1. In such circumstances, it is reasonable that the client pay Syncrony for the expenses it has incurred on the project to the date of the cancellation.
 2. Such a cancellation must be recorded formally by the parties
 2. Syncrony reserves the right to cancel any agreement, receiving any and all outstanding payment included in the agreement, and all losses, future and past, incurred by the agreement when:
 1. The client repudiates the agreement
 2. The client lapses into *mora*, and after receiving reasonable notice, fails to comply with its obligations
 3. The client indicates that, after having agreed to these terms, it will default on its obligations.
In such circumstances, Syncrony obliges itself to act reasonably and must be afforded repayment for all service rendered.
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 1. The client repudiates the agreement
 2. The client lapses into *mora*, and after receiving reasonable notice, fails to comply with its obligations
 3. The client indicates that, after having agreed to these terms, it will default on its obligations.
In such circumstances, Syncrony obliges itself to act reasonably and must be afforded repayment for all service rendered.
6. **Services falling outside of the scope of this agreement:**
 1. Syncrony reserves the right to charge for services required that fall outside of the scope of the original agreement
 1. This includes, but is not limited to, expenses for additional plug-ins, extensions, software, hardware, and any other procurements that necessarily need to be purchased for the extended scope provided for in the above provision.

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Where the procurements listed above are foreign in nature, the price reflected will be calculated using the USD \$ to ZAR exchange rate on the date and time of procurement.

2. The parties may agree on the price of additional work after the conclusion of this agreement.

Absent any agreement, the rate of such additional work is prescribed by the Service-Level Agreement Quote.

2. The client acknowledges the content and services provided for in this agreement.
 1. Where a dispute exists as to the scope of this agreement, all services must be temporarily suspended.
 2. Syncrony undertakes to act reasonably in the construction of this agreement and the scope of the project it pertains to.

The client bears the onus of proving that Syncrony, in the scope provided for by this agreement, and any other, acted unreasonably.

7. Both parties reserve their common law right to withhold reciprocal performance when the other party fails to perform.

1. The crediting party, the client, must provide reasonable notice of service or performance that has been tendered being lacking or incomplete before exercising this right.
2. The debiting party, or Syncrony, reserves the right to withhold performance within 24 hours of payment having lapsed, determined either by the prescribed date in this agreement or any other.

1. Syncrony accepts no liability for any losses incurred when it is exercising its rights under these provisions.

8. Any rejection to be bound by a material term of this agreement constitutes an act of repudiation
 1. Material is used in its typical sense, and in relation to the circumstances surrounding the rejection.

9. The *contra proferentem* rule shall not apply to this contract

10. International, foreign, or non-domestic clients hereby acknowledge that the application and interpretation of this contract fall within the jurisdiction of the Magistrates' Courts and High Courts of the Republic of South Africa.

1. Any claim made against Syncrony by such a party must be instituted within the Republic of South Africa

11. Where the parties do not immediately agree to these terms, these terms shall remain valid as an offer for 30 days.

1. Where the parties enter into a contractual relationship within this time without formally concluding the terms herein, the contract will be deemed valid and enforceable
 1. The party, or parties, that have tacitly agreed to this contract will be deemed to have acknowledged, understood and consented to all the clauses herein.