

TERMS AND CONDITIONS

1. GENERAL

- 1.1. By using your Kastelo Mobile SIM, you agree to comply with these Terms and Conditions ("**Terms**"). You acknowledge and agree that by using your Kastelo Mobile SIM and/or all offerings related to the provision of the Mobile Services, you are engaging and entering into these terms with Kastelo Mobile (Pty) Ltd ("Kastelo Mobile"), a subsidiary of Kastelo SA (Pty) Ltd and affiliate of the Kastelo group of Companies ("**Kastelo**").
- 1.2. Kastelo Mobile is a registered and approved Electronic Communications Service Licensee.
- 1.3. These Terms incorporate Kastelo's [Privacy Policy](#), [Fair Use Policy](#), and, where applicable, [Terms of Use](#) as well as any other applicable policies published on the Website. For the avoidance of doubt, the Privacy Policy forms part of the broader privacy framework of the Kastelo.
- 1.4. These Terms are intended to include all material Terms but are in no way exhaustive in relation to every and all circumstances that may from time to time become applicable when engaging Kastelo Mobile.
- 1.5. You acknowledge that these Terms are acceded to electronically and that you would be bound by such Terms in the event that Kastelo Mobile is mandated, overtly or tacitly, to execute the services, including the Mobile Services, described herein.
- 1.6. It shall be your responsibility to read through these Terms, and circumspect any concerns and/or uncertainties you may have, which concerns and/or uncertainties are to be directed, prior to accession hereof, to Kastelo Mobile.
- 1.7. In using the Kastelo Platforms, and soliciting the Mobile Services, you warrant that you are solely and exclusively responsible for making your independent appraisal of the risks involved in the usage of the Kastelo Platforms and Mobile Services.
- 1.8. Should Kastelo Mobile fail to enforce any provision of these Terms it shall not constitute a waiver of such provision or affect in any way its right to require the performance of such provision at any time in the future; a waiver of a subsequent breach shall not nullify the effectiveness of the provision itself.
- 1.9. You may not transfer or cede your rights attributed to the use of any Mobile Service.
- 1.10. Nothing in these Terms is intended to unlawfully restrict or avoid any rights and obligations created by law. Kastelo Mobile will use its best endeavours to ensure that information provided to you by Kastelo Mobile is accurate and up-to-date, but does not warrant as to the accuracy or completeness of any information and accepts no liability for errors or omissions in such information.
- 1.11. Defined Terms, characterised by capitalised letters, used but not specifically defined in these Terms shall bear the meaning ascribed thereto in the [Glossary of Terms](#) available on the Website on which these Terms were obtained.
- 1.12. These Terms incorporate various legal obligations and limitations on Kastelo Mobile's liability. Should you have any questions, kindly send an email to info@kastelo.co.za
- 1.13. For all of the Mobile Services, you acknowledge that Kastelo Mobile requires your Personal Information to perform its obligations fairly, competently and in accordance with Personal Information as defined in the POPIA.
- 1.14. You acknowledge that providing your Personal Information is mandatory, unless indicated otherwise, and that failure to provide complete and accurate Personal Information and/or any other information or documentation requested in the normal course of business, may lead to Kastelo Mobile being unable to offer you the Services. Please review the [Privacy Policy](#).

- 1.15. For the avoidance of doubt, by accessing, using and/or browsing the Kastelo Platforms, you consent to the collection, storage and use of your Personal Information.
- 1.16. Generally, you agree -
- 1.16.1. To disclose all material facts accurately considering that the accuracy and completeness of the information provided is your sole responsibility and any changes to your information, including your Personal Information, must be updated with Kastelo Mobile in writing and as soon as is practicable to you; and
 - 1.16.2. That any false misleading account of information, as well as the misrepresentation or non-disclosure of a material fact or inclusion of incorrect information, may adversely affect the provision of the Mobile Services.
- 1.17. These Terms become binding and effective once you subscribe to the Mobile Services.

2. MOBILE SERVICES

2.1. DESCRIPTION OF SERVICE

- 2.1.1. Kastelo Mobile provides prepaid mobile services, including Voice, SMS and/or Data in its capacity as an MVNO, using the Network Provider;
- 2.1.2. Kastelo Mobile offers signups for all Mobile Services via the Kastelo Platform and you remain solely responsible for ensuring that your choice of service aligns with your requirements or desired outcome;
- 2.1.3. Kastelo Mobile will not be liable for compensation, costs, or damages resulting from the incorrect selection of Services, or any resultant delays in rectifying such errors;
- 2.1.4. Subscription for the Mobile Services is subject to the cooling-off period as outlined in section 44 of ECTA;
- 2.1.5. Kastelo Mobile provides services based on the information you provide, and Kastelo Mobile offers no warranty regarding the suitability of the Mobile Services beyond the requirements you express;
- 2.1.6. Kastelo Mobile reserves the right to discontinue specific Services if necessary. In such cases, Services shall, in the sole discretion of Kastelo Mobile, continue for the remaining paid period, be refunded or dealt with in accordance with the prevailing circumstances;
- 2.1.7. Kastelo Mobile performs RICA checks on natural persons (individuals), and as a result, the agreement for the provision of the Mobile Service will always be with a natural person. Kastelo Mobile assumes that you will apply for and use the Mobile Service in your capacity as a natural person, and not as a representative of a juristic person (such as a company). You will be personally responsible for your use of the Mobile Service and all obligations under these Terms.

2.2. RICA REQUIREMENTS

- 2.2.1. In compliance with RICA, Kastelo Mobile requires you, before being allowed usage of the Mobile Services, to undergo identity and address verification before a SIM can be activated.
- 2.2.2. To meet RICA requirements, the following must be provided:
 - 2.2.2.1. South African citizens must submit a green barcoded ID Book or a SmartID Card or South African Passport;

- 2.2.2.2. When made available to non-South African citizens or non-permanent residents, they must provide a valid foreign passport and at least one address from the country where the passport was issued;
- 2.2.2.3. Proof of Address which must be a document not older than 3 (three) months. Acceptable forms of proof include:-
 - 2.2.2.3.1. Utility bill;
 - 2.2.2.3.2. Bank statement evidenced with the official bank stamp;
 - 2.2.2.3.3. Municipal rates and taxes invoice;
 - 2.2.2.3.4. Lease agreement;
 - 2.2.2.3.5. Rental or credit sale agreement;
 - 2.2.2.3.6. Mortgage or home loan statement;
 - 2.2.2.3.7. Valid television license;
 - 2.2.2.3.8. Long-term or short-term insurance policy;
 - 2.2.2.3.9. Telephone or cellular account;
 - 2.2.2.3.10. Motor vehicle license documentation;
 - 2.2.2.3.11. Statement of account issued by a retail store.
- 2.2.2.4. The address must be the address where you usually reside, or if unavailable, the address where you are employed or where your business is situated.
- 2.2.2.5. If you reside in an informal settlement and cannot provide an address as described in the preceding paragraphs, you may provide any other address where you usually receive your post, evidenced by way of an affidavit or an acceptable letter from a school, church or a retail store.
- 2.2.3. RICA can be performed via the Kastelo Platform by following the next steps:
 - 2.2.3.1. register for the Mobile Services on the Kastelo Platform;
 - 2.2.3.2. provide Kastelo Mobile with any such general and/or Personal Information as may be required or prompted on the Kastelo Platform;
 - 2.2.3.3. positively comply with any other requests or instructions that Kastelo Mobile may deem appropriate; and
 - 2.2.3.4. positively comply with any requirement that may be imposed by statute or regulation, or by Kastelo Mobile in its undertakings to be compliant with such requirement or standard to which it is bound or which it has set.
- 2.2.4. You must be over 18 (eighteen) years old or older, or have the consent of your parent or guardian to receive the Mobile Services. By signing up, you confirm that you are over 18 (eighteen) or have the consent of your parent or guardian.
- 2.2.5. Kastelo Mobile is required, under section 40 of RICA, to verify your identity and address before providing any of the Mobile Services and commits to maintaining the confidentiality and protection of your Personal Information in accordance with Applicable Laws.

- 2.2.6. You acknowledge that upon purchasing a SIM, immediate access to the Network will not be granted. To access the Network and use the Mobile Services, you agree to provide the following information:
- 2.2.6.1. Your full names and identity number as shown on your identification document (including a photo, full names, and identity number);
- 2.2.6.2. Your residential or postal address, along with proof of the address.
- 2.2.7. You agree to complete Kastelo's proprietary biometric verification (liveness check) to confirm your identity.
- 2.2.8. Kastelo Mobile reserves the right to verify your Personal Information.
- 2.2.9. Once Kastelo Mobile is satisfied with the provided information, the Mobile Services will be made available to you as soon as reasonably practicable.
- 2.2.10. You warrant that all information and documentation provided are true and correct, and have not been falsified in any way.
- 2.2.11. You acknowledge that the requirements in these Terms may change at any time due to amendments to RICA.
- 2.2.12. You agree to notify Kastelo Mobile of any changes to the information provided under RICA as soon as reasonably possible.

2.3. SIM CARDS

- 2.3.1. To use the Mobile Services, an appropriate SIM Card or eSIM ("**SIM**") must be obtained from Kastelo Mobile, subject to any applicable fees as is communicated from time to time. The Mobile Services includes both a SIM Card and eSIM capability for use on approved smartphones, both of which are subject to the standard RICA requirements.
- 2.3.2. To use the Mobile Services, you must insert and/or activate a suitable SIM into/on your Apparatus. This SIM must be obtained from Kastelo Mobile or the number must be ported as detailed in clause 2.6.
- 2.3.3. In the case of an eSIM, you must simply follow the instructions on the Kastelo Platform when selecting the Mobile Service. It is your responsibility to ensure that your device is compatible with an eSIM prior to signing up for the Mobile Services. Kastelo Mobile shall not be held liable if you fail to do so.
- 2.3.4. You are responsible for ensuring that the SIM is used in the appropriate Apparatus and only as intended by the SIM and Apparatus manufacturers. Kastelo Mobile is not liable for any claims arising from the misuse or abuse of the SIM, including loss of service access, Airtime, or Data.
- 2.3.5. You must not use the SIM for machine-to-machine communication, such as vehicle tracking devices, smart security systems, or Internet-of-Things applications.
- 2.3.6. Any risk in the delivery of a SIM transfers to you and you remain solely responsible for the caring and safekeeping of the SIM issued to you.
- 2.3.7. In the case of a SIM Card, you are responsible for accepting the delivery and, as informed by the circumstances, may be required to supply the related third party with an One-Time PIN.
- 2.3.8. Kastelo Mobile may in its sole discretion discontinue the Mobile Services at any time, and reserve the right to decline any instruction received from you if Kastelo Mobile deems such instruction inappropriate, unfeasible, impracticable or illegal, or for any reason that Kastelo Mobile may deem justified under the circumstances.

- 2.3.9. When you use the SIM you agree not to use (or permit others to use) network services or the Mobile Services, including the SIM for any unlawful or improper purpose, in a way that may cause harm or damage to persons or property, or in a manner that may impair or disrupt the network.
- 2.3.10. Only Apparatus approved by ICASA may be used on the network. For more information, visit <http://www.icasa.org>
- 2.3.11. In the event that you transfer your SIM to another person, save for a family member, you are responsible to immediately, upon the sale or provision of the SIM, provide Kastelo Mobile with the recipient's information, including all the details described in clause 2.2.2 above. Failure to do so may result in a fine or imprisonment under RICA.
- 2.3.12. To use the SIM you must purchase prepaid airtime, voice, data or SMS bundles by making purchases on the Kastelo Platform.
- 2.3.13. Please refer to the **Fair Use Policy** for more detailed provisions on Prohibited Activities and Unacceptable Use and Behaviour.
- 2.3.14. In the event that your SIM Card is lost, stolen or damaged:
 - 2.3.14.1. You are legally required to notify the South African Police Services;
 - 2.3.14.2. You must also notify us immediately and request the suspension of your SIM. This can only be done by contacting our customer care team or reporting it on your Kastelo Profile which can be accessed through any of the Kastelo Platforms from any device;
 - 2.3.14.3. Until we receive your suspension request, you remain responsible for all fees related to the SIM.
- 2.3.15. If your SIM Card is lost or stolen:
 - 2.3.15.1. You may apply for a replacement SIM Card ("**SIM swap**") via the Kastelo Platform;
 - 2.3.15.2. Fees may apply for the SIM swap process and the issuance of a new SIM Card.

2.4. PAYMENT AND BILLING

- 2.4.1. The Mobile Services are provided on a prepaid basis only, which you acknowledge.
- 2.4.2. Subject to the prevailing circumstances, you may fund your use of the Mobile Services through the Kastelo Platform, approved third party payment partners, or via such channels as may be communicated to you from time to time.
- 2.4.3. You shall be liable for the applicable charges, rates and related fees as published on the Kastelo Platforms or communicated to you from time to time, which are subject to change.
- 2.4.4. You must maintain a positive balance order to access the Network and/or make use of the Mobile Services.
- 2.4.5. You may be subject to a once-off SIM activation fee as prompted during sign-up.
- 2.4.6. Charges for calls, SMSs and Data usage will be applied according to the rates published on the Kastelo Platforms.

2.5. APN

- 2.5.1. Kastelo Mobile will inform you of the appropriate APN settings required for service access.
- 2.5.2. You may be restricted to specific APN settings when using your SIM.

- 2.5.3. If you do not configure the correct APN, you may be unable to access the Mobile Services. Kastelo Mobile will not be held responsible for any losses you may incur as a result of an incorrect APN configuration.

2.6. NUMBER PORTING

- 2.6.1. To use the Mobile Services, you have the option to port your existing number to Kastelo Mobile using a SIM provided by Kastelo Mobile.
- 2.6.2. Porting between Networks is subject to the prevailing rules set by Network operators, which rules may change from time to time.
- 2.6.3. Kastelo Mobile is responsible for managing the porting process on your behalf and will gather the necessary information to facilitate such porting.
- 2.6.4. Regardless of the Mobile Service being provided, Kastelo Mobile will not be liable for any losses you may incur if the porting is delayed or fails for any reason. This includes situations where incomplete information is supplied, consent to process personal information is not granted, or the required actions are not completed by you, the Network Provider, or the other network operator. The responsibility to complete the porting process rests solely with you.

2.7. AIRTIME AND DATA

- 2.7.1. You will purchase Data and Airtime through the Kastelo Platforms.
- 2.7.2. Data and Airtime may, if approved, be transferred only between you and Kastelo Mobile Clients, which, if approved, may be done only via Kastelo Platforms.
- 2.7.3. Transfer of Data or Airtime is only available between identical service types. Kastelo Mobile will not be obliged to effect transfers where the properties of the targeted transfer service are not compatible with the requested destination service.
- 2.7.4. Transfer of Data and Airtime is only possible between active Kastelo Mobile Users. Should either subscription be suspended, terminated, or in any other ineligible state, then the transfer is not possible. Subscriptions which are active, but not in good standing, may be determined to be ineligible for transfer at Kastelo Mobile's sole discretion.
- 2.7.5. Data and Airtime can only be transferred from the initial user to the initial recipient, the recipient cannot be changed mid-transfer and cannot be reversed once made.
- 2.7.6. You can enable or disable automatic Top Ups for Data or Airtime via the Kastelo Platform.
- 2.7.7. Transactions are irreversible and cannot be reversed. It remains your responsibility to verify the details of your purchase before making payment.
- 2.7.8. Refunds are only available where required by the Applicable Laws, or due to a service fault directly attributable to Kastelo Mobile.
- 2.7.9. No refunds will be provided for used Airtime, Data or the like already rendered.
- 2.7.10. For the avoidance of doubt, you have a 7 (seven) days' cooling-off period for purchases of the Service(s), provided it has not been used.

3. ACCEPTABLE USE

- 3.1. You must comply with Kastelo Mobile's [Fair Use Policy](#) when using the Mobile Service.
- 3.2. Furthermore, and for the avoidance of doubt, you are not permitted to use the Mobile Service in a manner that:
 - 3.2.1. Could reasonably be deemed fraudulent in relation to the Mobile Service provided;
 - 3.2.2. Reflects a lack of good faith in service usage; or
 - 3.2.3. Contravenes lawful, acceptable, and reasonable commercial practices related to service usage.

4. SUPPORT AND RECORDS

- 4.1. You can access your transaction records via the Kastelo Platform;
- 4.2. Support is available via email and phone for any assistance with the Mobile Services.

5. PROPRIETARY PROTECTION

- 5.1. All Proprietary Material in relation to Kastelo Mobile's Intellectual Property Rights is its property, or licensed to it, and as such, are hereby asserted and protected from infringement.
- 5.2. Content, Services, functions and Proprietary Material presented on the Kastelo Platforms and its associated platforms:
 - 5.2.1. are not sold to you; and
 - 5.2.2. subject to your ongoing compliance with these Terms, are granted to you under a personal, limited, revocable and non-transferable licence to access and use the Kastelo Platforms and such approved Services, and/or functions strictly for your personal and non-commercial use.
- 5.3. You are strictly prohibited from copying, reproducing, uploading, republishing, transmitting, creating derivative works of, showcasing or distributing the Content, Proprietary Material, or any information related to the Mobile's Service(s), and/or functions without its express and written consent.
- 5.4. Kastelo Mobile does not grant you or any other Client or third party any licence or proprietary right to use any of its Proprietary Material.

6. CONFIDENTIALITY, DATA PRIVACY AND PROTECTION

- 6.1. You are specifically directed to Kastelo's [Privacy Policy](#), which is to be found on the Website. Should your Personal Information be required for its Service(s), the terms and conditions of said policy shall apply.
- 6.2. You consent to Kastelo Mobile processing your Personal Information in relation to any Services rendered by it, subject to the provisions of POPIA.
- 6.3. The aforesaid processing includes, without limitation, profile building, security checks and/or the processing of Personal Information for both parties' mutual interest and in accordance with set compliance standards.
- 6.4. You accept and agree that Kastelo Mobile is a commercial stakeholder endeavouring to protect its Proprietary Material in accordance with its Intellectual Property Rights.

- 6.5. You agree that you shall hold in the strictest confidence and not disclose to any third party information acquired in connection with any aspect of the Website, Service(s), functions, features or workings offered by Kastelo Mobile.
- 6.6. Any information, including but not limited to, data, software, know-how, techniques, processes, designs, specifications, drawings, or other Proprietary Material, disclosed by Kastelo Mobile to you in connection with your use of this Website, shall be treated as confidential. You agree to maintain the confidentiality of such information and you shall not disclose or use it for any purpose other than as expressly permitted. You shall take reasonable measures to protect the confidentiality of such information and shall not permit any unauthorised access to or disclosure of such information.

7. LIMITATION OF LIABILITY & INDEMNITY

- 7.1. Kastelo Mobile shall not be held liable for any consequential damages suffered by you, as a result of your failure to comply with your obligations as per these Terms, legislative provisions, and/or the common law.
- 7.2. Kastelo Mobile shall not be held liable for any losses, damage or financial exposure if such is attributable, directly or indirectly, to the commissions or omissions of any third party, exchange, regulatory body (including the legislator) or a data breach, internal or external, of any kind.
- 7.3. To the maximum extent permitted by any Applicable Laws, you agree to indemnify and hold harmless Kastelo Mobile (including its directors, employees and/or agents) against any action, liability, claim, loss, cost, proceeding, damage or expense suffered or incurred directly or indirectly arising from their use of or conduct in relation to the Mobile Services.
- 7.4. In addition to the limitations on liability and indemnities set out in these Terms, Kastelo Mobile shall not be held liable for, and you agree to indemnify and hold Kastelo Mobile (including its directors, employees, and/or agents) harmless against any loss caused by or related to:
 - 7.4.1. Service interruption or failure for any reason whatsoever (including interruption to calls, SMS, or data usage);
 - 7.4.2. Modification, suspension, or discontinuation of Services, value-added services, or product features by any third party, regulatory body, or network operator;
 - 7.4.3. Delay or failure in mobile number porting;
 - 7.4.4. Failure to report a lost, stolen, or damaged SIM card as required;
 - 7.4.5. Incorrect or outdated information provided by you to Kastelo Mobile or any third party; and/or
 - 7.4.6. Error, delay, failure, or non-availability of Kastelo Mobile's Services and any loss or damage which may result from the use or possession of a Kastelo Mobile SIM.

8. WARRANTIES

- 8.1. You warrant that the person using the Kastelo Platforms, and entering the Personal Information, is yourself, and you accept responsibility for any actions performed or perpetrated in relation thereto, and that such information is both true and correct.
- 8.2. You warrant that you are above the age of 18 (eighteen) years, and have the legal capacity to accede to these Terms, and have not been unduly influenced or induced to agree to these Terms.
- 8.3. You warrant that you will at all relevant times comply with all laws, regulations and standards or rules imposed by Kastelo Mobile.

- 8.4. Over and above but inclusive of the warranties you make in the [Terms of Use](#), you warrant that you will not engage with Kastelo Mobile or utilise its Service(s) for any fraudulent or illicit activities, or to harm its reputation or commercial standing.
- 8.5. You represent and warrant that you have the necessary technical, operational and financial expertise to review and evaluate the risks, merits and operational functions of Kastelo Mobile's Services and/or the Kastelo Platform(s).

9. SUSPENSION AND TERMINATION

- 9.1. Kastelo Mobile reserves the right to suspend or disconnect Network Services at any time without prior notice for reasons including, but not limited to -
- 9.1.1. Network maintenance,
 - 9.1.2. Modifications, or upgrades;
 - 9.1.3. If Kastelo Mobile is compelled to do so on account of commercial or economic viability; or
 - 9.1.4. Under any applicable law or regulation, or if Kastelo Mobile has reason to believe that the Kastelo Platform is being used for unlawful purposes.
- 9.2. Any such termination, suspension or closure shall be without prejudice to any rights that Kastelo Mobile may have to recover amounts due to it, or losses or damages suffered by it. Under the aforesaid circumstances, Kastelo Mobile shall be entitled to cancel any mandate or instruction received from you.
- 9.3. No suspension or termination shall be binding or have any force or effect unless reduced to writing.
- 9.4. Kastelo Mobile reserves the right at any time and for any reason to terminate its relationship with you, or your right to use the Service(s) or any part thereof. In such an instance, Kastelo Mobile will give you 30 (thirty) calendar days prior written notice (unless the termination is required by law or it is reasonable in the circumstances to give shorter notice).
- 9.5. Kastelo Mobile may also end the relationship and/or suspend and/or terminate your use of its Service(s), immediately at any time in one or more of the following circumstances:
- 9.5.1. where you breach a material provision of these Terms, and fail to remedy the breach after Kastelo Mobile have given you seven (7) calendar days' notice (or such shorter period where this is reasonable);
 - 9.5.2. where you breach the Privacy Policy, Terms of Use and Fair Use Policy;
 - 9.5.3. where Kastelo Mobile has reasonable grounds to believe you are committing or have committed a Prohibited Activity or engaged in Unacceptable Use;
 - 9.5.4. In the event that you damage, abuse, or jeopardise the network services or the Network itself;
 - 9.5.5. where Kastelo Mobile has reasonable grounds to believe you are engaged in illegal or improper use of its Service(s);
 - 9.5.6. where Kastelo Mobile must do so to comply with the law;
 - 9.5.7. where a court or regulator tells Kastelo Mobile to do this; or
 - 9.5.8. if any provision of these Terms, or part of a provision, becomes unenforceable, illegal or invalid.
- 9.6. Your use of Kastelo Mobile's Service(s) may also be suspended or disconnected if you:

9.6.1. Are suspected of engaging in fraudulent activity;

9.6.2. Provide false or misleading information; or

9.6.3. In the event of the death of the SIM holder.

9.7. In cases of suspension, you will be responsible for any reasonable administration or reconnection fees charged by the Network Provider or Kastelo Mobile. Access to Services may be denied until these fees are fully settled with both parties.

10. CANCELLATION

10.1. You may stop using the Mobile Service(s) at any time.

10.2. No cancellation fees or penalty will apply if the cancellation is within the scope of section 44 of ECTA, i.e. within seven (7) days of conclusion of the agreement.

10.3. Upon cancellation, access to Kastelo Mobile's Services will be terminated and any unused Airtime or Data will be forfeited.

11. BREACH

Should you breach any of these Terms, Kastelo Mobile may, without prejudicing any rights that Kastelo Mobile may have in law, claim specific performance, or terminate your use of its Service, or claim damage from you, where appropriate.

12. DISPUTES AND GOVERNING LAW

These Terms shall be governed and construed in accordance with the laws of the Republic of South Africa; the parties agree that the High Court of South Africa, Western Cape Local Division, Cape Town is to have exclusive jurisdiction regarding all proceedings, transactions, applications and/or disputes which may arise from these Terms.

13. DOMICILIA AND NOTICES

13.1. Kastelo Mobile elects its *domicilium citandi et executandi*, under these Terms to be:

Address: 155 Loop Street, Cape Town City Centre, Cape Town, 8000
Tel: (+27) 021 180 2548
Email: info@kastelo.co.za

13.2. You agree that the address and contact details as provided for upon registering your use of Kastelo Mobile's Services, regardless of any subsequent alternatives provided during correspondence with us, shall be deemed to be your *domicilium citandi et executandi*.

13.3. Any notice given in terms of these Terms shall be given in writing and shall be deemed to be received if delivered by hand during office hours or transmitted by email.

14. AMENDMENT OF TERMS

14.1. No addition, variation or amendment to these Terms shall be binding unless reduced to writing. No terms, conditions, representation or provision relating to the subject matter hereof, and which are not reduced to writing and acknowledged, shall be binding and/or enforceable.

- 14.2. Kastelo Mobile may, at its sole discretion, change, modify or update these Terms at any time. It is and remains your responsibility to check these Terms. Your continued use of the Website and associated platforms constitutes your acceptance of these Terms, as modified by such amendment.

15. ENTIRE AGREEMENT

- 15.1. These Terms represent the complete agreement between you and Kastelo Mobile regarding their subject matter, replacing and overriding all previous discussions, agreements, and understandings of any kind between you and Kastelo Mobile.
- 15.2. Headings in the Terms are inserted for reference purposes only and shall not affect the interpretation of any provisions to which they relate.
- 15.3. 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, only where applicable and permitted, include legal persons, partnerships, corporate and unincorporated entities.

16. SEVERABILITY

- 16.1. If any provision of these Terms, as updated from time to time, is found to be unlawful, invalid, or unenforceable, in whole or in part, under any applicable law, that provision or part will be considered excluded from these Terms to the necessary extent. However, the remaining provisions will remain valid, enforceable, and fully effective.
- 16.2. Should any provision or part thereof be deemed unlawful, invalid, or unenforceable, the parties agree to replace it with a lawful, valid, and enforceable provision or part that closely reflects the original intent and purpose of these Terms to the greatest extent possible.

17. CHANGE OF CONTROL

In the event that Kastelo Mobile is acquired by or merged with a third party, Kastelo Mobile reserves the right to transfer or assign the information Kastelo Mobile has collected from you as part of such merger, acquisition, sale, or other change of control.