



TRANSFER OF OWNERSHIP

Please complete the details and return to:
Gauteng Fax: 011 650 1949
Kwazulu Natal Fax: 031 560 5086/5065
Western Cape Fax: 021 943 6652/6653
Eastern Cape Fax: 041 391 7051

Dear Subscriber

PLEASE READ BELOW BEFORE APPLYING FOR TAKE OVER

Attached please find an Altech Autopage Cellular (PTY) LTD Cession agreement as requested. Please complete the form and initial on the first page and sign in full on the second page.

Below is a **compulsory** list of the documents required to complete the transfer of ownership. Please note that a name change transfer can only be transferred if the account is older than 6 months. The applicant must be over the age of 21 to legally sign a contract.

If we have not received all required documentation within 30 days, the name change will be cancelled without notification.

Please note that the account must be paid in full before the transfer of ownership can be done.

If the existing subscriber has International Roaming and/or International Dialing as a service, these services must be removed from the new subscribers account immediately at point of take over. This applies to individual and company transfers.

INDIVIDUAL TRANSFER

1. Copy of identity document.
2. Proof of income, (minimum salary R3800 for 1 line and R8000 for 2 lines) salary advice (carbon copy or payroll generated) or recent 3 months bank statements or 1 month credit card statement. **(Internet statements will be accepted if accompanied by a copy of a processed cheque)**
3. Please note that only one (1) line will be accepted if a credit card statement is used as proof of income. (individuals only).
4. Copy of utility, (any account with your postal address on).
5. Proof of banking details- **note that a debit order is mandatory.**
6. If deceased, we need copy of death certificate.
7. If a person immigrated, we need an affidavit from the new owner stamped by a Commissioner of Oath.

COMPANY TRANSFER

1. Copy of registered members identity document
2. Proof of banking details (processed cheque) – please note that a debit order is mandatory
3. If the person signing is not a listed member we need (registration certificate with registered member's names).
4. Companies younger than two years needs to supply most recent 3 months bank statements. (**Internet Statements will be accepted if accompanied by a cancelled cheque**).
5. Proof of address of the Company
6. If a company has been liquidated or ceased to exist, we need an affidavit from the new owner stamped by a commissioner of Oaths.

- Please note that the Cession Agreement shall only come into effect once Altech Autopage Cellular (PTY) LTD has signed the agreement. Altech Autopage Cellular (PTY) LTD shall endeavor to notify both parties once the agreement has been signed by Altech Autopage Cellular (PTY) LTD.**



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If you have any queries please do not hesitate to contact the name change department on the following hunt line number: (011) 650 2706

CESSION

Entered into Between:

Full Names and Surname/Company name: _____

Identity Number/Reg number: _____

(“Existing Subscriber”)

Full Names and Surname/Company Name: _____

Identity Number/Reg number: _____

(“New Subscriber”)

and

**ALTECH AUTOPAGE CELLULAR (PTY) LTD
 (“Altech Autopage”)**

1. RECORDAL

1.1 Altech Autopage Cellular (PTY) LTD and the existing subscriber entered into an airtime agreement with account number _____ and Cell Number _____ (“the agreement”).

2. ASSIGNMENT

2.1 The existing subscriber assigns to the new subscriber, all the existing subscribers' rights and obligations under the agreement with effect from _____ (“the effective date”), of which the standard terms and conditions is attached hereto marked annexure "A". The existing subscriber shall be liable for all the liabilities in terms of the agreement up to the effective date.

The new subscriber hereby accepts the assignment as set out in 2.1 and undertakes responsibility for all the obligations the existing subscriber had towards Altech Autopage Cellular (PTY) LTD in terms of the agreement. The new subscribers details are as follows:

- Salary: _____
- Employer & Occupation: _____
- Length of Service: _____
- Residential Address: _____
- Postal Address: _____
- Period at Address: _____
- Friends and Family: _____



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Contact Numbers: 1) _____
2) _____

Banking Details: _____
Acc Number: _____
Bank Name: _____
Branch Code: _____
Type Of Acc: _____

Contact Details

New Subscriber:
(Home) _____
(Work) _____
(Cell) _____

Existing Subscriber:
(Home) _____
(Work) _____
(Cell) _____

The new subscriber authorizes Altech Autopage Cellular (PTY) LTD to debit the above mentioned account or card with the total amount owing by it each month under the agreement from the effective date.
Altech Autopage Cellular (PTY) LTD hereby consent to the assignment as set out in 2.1 and hereby release the existing subscriber from all its future obligations to Altech Autopage Cellular (PTY) LTD in terms of the agreement from the effective date.

SIGNED at _____ on this the _____ day of _____ 200__.

Full name and Surname: _____

As Witnesses:

1. _____
(EXISTING SUBSCRIBER) 2. _____

SIGNED at _____ on this the _____ day of _____ 200__.

Full name and Surname: _____

As Witnesses:

1. _____



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(NEW SUBSCRIBER)

2. _____

SIGNED at _____ on this the _____ day of _____ 200__.

Full name and Surname: _____

As Witnesses:

_____ 1. _____

(ALTECH AUTOPAGE CELLULAR) 2. _____

THIS REQUEST WILL ONLY BE PROCESSED ON RECEIPT OF A FULLY COMPLETED APPLICATION FORM

INTRODUCTION

- 1.1 With effect from the date of acceptance hereof by Altech Autopage Cellular (Pty) Limited ("Autopage") the subscriber identified on the face hereof ("the subscriber") appoints Autopage to provide cellular telecommunications and those related services requested by the subscriber on the face page and from time to time ("the services") to and/or on behalf of the subscriber in accordance for the provisions hereof.
- 1.2 The subscriber agrees to be bound by the provisions contained in any notice, directive or applicable tariff plan issued or derived by Autopage and/or the network operator from time to time.
- 1.3 The subscriber acknowledges that this document constitutes an offer by the subscriber, which may be accepted or refused by Autopage in its sole discretion. The offer will be considered once received by Autopage at Autopage's premises, which premises will be the offices of Autopage at the address as set out on the face page hereof. Connection of the subscriber shall be deemed to constitute acceptance of the offer, by Autopage and commencement of this agreement. This agreement shall become binding between Autopage and the subscriber whether or not the subscriber was notified of the acceptance of the offer. The subscriber herewith expressly dispenses with notification of acceptance of the offer by Autopage.
- 1.4 Clause headings are inserted for convenience and shall not be used in its interpretation, unless the context clearly indicates a contrary intention, an expression which denotes one gender includes the other gender and neuter as applicable, a natural person includes a juristic person and vice versa, the singular includes the plural and vice versa.

2. DURATION

- 2.1 This agreement shall continue for a minimum period of 24 (twenty four) months reckoned from the date of acceptance hereof by Autopage ("the initial period") and thereafter shall continue indefinitely until terminated by either party by the giving of 1 (one) month written notice of termination, which notice will be effective from the last day of the calendar month following receipt of such notice.
- 2.2 Any notice of termination or any other notice whatsoever by the subscriber to Autopage shall be in writing by registered post.
- 2.3 In the event of death of the subscriber or in the event that either party is provisionally or finally liquidated, wound up or declared insolvent or in the event that either party enters into a scheme of arrangement or compromise with its creditors or allows a judgement to be entered against the name of the party and does not take steps for the rescission thereof within a period of 21 (twenty one) business days after the date of the judgement then the other party shall be entitled immediately to terminate this agreement.
- 2.4 Termination of this agreement does not relieve the subscriber from the liability to pay charges for the initial period plus notice period.

3. PROVISION OF SERVICES

- 3.1 The subscriber acknowledges that Autopage is a service provider to the network operator stipulated on the face page ("the network operator") which operates and manages the cellular telecommunications network ("the network") and the functioning, operation, regulation and coverage area of the network and certain related services provided to the subscriber in terms hereof.
- 3.2 The subscriber shall have no claim of whatsoever nature and howsoever rising against Autopage including no right to cancel this agreement or to withhold payment of any monies due in terms hereof should the network temporarily or otherwise fail, malfunction, provide no or poor coverage or should any of the services or facilities provided by the network operator or Autopage be temporarily unavailable.
- 3.3 The subscriber shall not be entitled to set-off or deduct any monies in respect of "dropped" or discontinued calls and/or connections or temporarily unavailable services including facsimile and other services.
- 3.4 Autopage shall be entitled in its sole discretion to alter the mobile telephone number or any other code or number which has been allocated to the subscriber for the subscriber equipment and/or the SIM card, but shall not unilaterally substitute the services of one network operator for those of another network operator.

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- 3.5 Autopage shall be entitled in its sole discretion to suspend, cancel, vary or terminate this agreement or any part thereof, without Autopage incurring any liability whatsoever in the event of non-availability of the service or if any agreement giving Autopage the right to render the service, or any part thereof, or giving Autopage access to anything relating to the service, is suspended, cancelled, varied or terminated.
- 3.6 The subscriber agrees that if for any reason any of the agreements between the network operators and Autopage are terminated so as to have the effect of Autopage not being entitled to render the services, all of the rights and obligations of Autopage in terms of this agreement may be assigned to any third party service provider as may be approved of in writing by the relevant network operator, which approval will not be unreasonably withheld or delayed forthwith upon the termination for whatever reason.
- 3.7 The subscriber shall be entitled to refer disputes related to the provision by Autopage of the network services to any Telecommunications Representative who may be appointed as such by the Postmaster General as provided for in the licence granted to the network operator to operate a cellular telephone service.
- 3.8 Any migration from one package to another will be subject to the discretion of Autopage and any migration charges where applicable will be as per the applicable Autopage tariff plan.
- 3.9 The subscriber shall, when migrating, from any higher tariff plan to any lower tariff plan, be liable to pay to Autopage, the difference between the network subsidy amount received by Autopage on the higher tariff plan and the network subsidy amount payable to Autopage on the lower tariff plan at the time of the migration.

4. CHARGES

- 4.1 The subscriber shall pay to Autopage:
 - 4.1.1 upon commencement hereof, the initial connection charge, the subscriber identification module ("SIM") card charge and any other introductory or com-mencement charges; and
 - 4.1.2 monthly in advance, the monthly subscription charges; and
 - 4.1.3 monthly in arrears, or as and when billing is passed on by the network operator, the total call charges used and/or generated by the subscriber in conjunction with or by means of the SIM card during each billing period and any other charges payable in respect of the services requested by the subscriber or other charges levied by Autopage from time to time; and
 - 4.1.4 upon demand, a deposit of an amount determined by Autopage in its sole discretion which shall not bear interest; and
 - 4.1.5 value added tax at the applicable rate on all vat-able charges and services. All charges, unless otherwise stated, exclude value added tax; and
 - 4.1.6 the charges for monthly itemised billing, caller line identity (CLI) and AutoSIM.
- 4.2 The charges payable by the subscriber to Autopage for the provision or facilitation of the services shall be stipulated in any notice, directive, promotion or applicable tariff plan issued or derived by Autopage from time to time and the contents of such notice, directive, promotion or tariff plan including the charges stipulated therein shall be deemed to be incorporated in this agreement as if specifically set out herein.
- 4.3 The subscriber agrees that Autopage shall be entitled from time to time to increase or vary the charges payable by the subscriber to Autopage for the services. Autopage shall endeavour to give the subscriber prior notice of any such increase or variation but gives no undertaking in this regard.
- 4.4 The subscriber acknowledges that call charges and other services are rendered to the subscriber by means of the SIM card which is issued to the subscriber personally and which facilitates access to the network and the services. The subscriber will be liable for all charges applicable to a SIM card issued to the subscriber, irrespective of whether or not such card has been used by the subscriber or whether any call barring/alerting services (with or without a limit) has been requested by the subscriber. Until Autopage has received notification in writing from the subscriber and confirmed such notification that the SIM card has been lost, stolen, misplaced or destroyed, the subscriber shall be liable for all call charges howsoever and by whomsoever generated by means of the SIM card and the subscriber shall be liable for the replacement costs thereof.
- 4.5 Autopage's monthly statement of charges shall be prima facie proof of the amounts owed by the subscriber to Autopage in terms hereof and of the other facts stated therein and should the subscriber dispute the number, duration or amount charged in respect of any call made or services rendered by Autopage and/or by means of the SIM card, then the subscriber shall bear the onus of proving that Autopage's statement is incorrect in such a respect.

5. PAYMENT

- 5.1 Should the subscriber send any monies, cheques, orders or bills by means of the postal services, then the postal authority shall be deemed to be the agent of the subscriber and the subscriber shall bear all risk of loss, theft and delay in and to any such monies, cheques, orders or bills sent by post and, without derogating from the aforesaid, the subscriber shall draw all cheques, postal orders and bills payable to "Altech Autopage Cellular (Pty) Ltd" and marked "not transferable".
- 5.2 The subscriber agrees that payment shall only have been made to Autopage when the monies remitted by the subscriber have been received into Autopage's bank account.
- 5.3 Should any debit order or cheque payment be returned unpaid or stopped or should any charge card account or credit card account of the subscriber be rejected for whatsoever reason or should Autopage exercise its right to suspend the provision of the services due to late or non-payment of any monies due in terms hereof by the subscriber, then the subscriber shall pay an administration charge as may be levied by Autopage from time to time for each such non-payment, suspension or any other breach of this agreement which amount shall be payable upon demand and recoverable by Autopage.
- 5.4 All monies payable by the subscriber to Autopage in terms hereof shall be paid timeously on due date, free of deduction or set-off to Autopage's principal place of business.
- 5.5 All payments must be effected within 15 (fifteen) days of invoice date or where payment is effected by debit order then such payment must be effected on Autopage's direct debit date. Non-receipt of invoices by the subscriber will not be considered as a valid basis for late or non-payment.

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- 5.6 All arrear payments shall attract interest at the rate of 2% (two per centum) per annum above the prime lending rate of Nedbank as it may be from time to time, calculated from due date to date of payment.
- 5.7 Autopage shall be entitled to apply the deposit as per clause 4.1.4 or any portion thereof towards any monies, which are owing by the subscriber. The subscriber shall upon demand reinstate the deposit.
- 5.8 The subscriber shall not be entitled to change the method of payment or cancel any value added services as detailed on the face page hereof for the duration of this agreement and in addition to any payment method agreed to by the subscriber, the subscriber agrees that Autopage may effect deductions by way of debit entry ("or entries") on the subscriber's charge card account or credit card account or other account the details of which appear on the face hereof.
- 5.9 The subscriber agrees and acknowledges that a certificate given under the hand of a financial manager or controller of Autopage whose status and authority need not be proved shall be considered prima facie proof of the amount due and shall entitle Autopage to apply for judgement against the subscriber and to obtain summary judgement or provisional sentence, as the case may be.

6. CREDIT LIMIT

- 6.1 Autopage shall be entitled in its sole and absolute discretion from time to time to determine and amend the maximum amount of fees and charges ("credit limit") which may be used and/or accumulated by the subscriber during each billing period and Autopage shall be entitled to suspend the services should the subscriber exceed such maximum amount.
- 6.2 The subscriber acknowledges that international cellular communications entail substantial fees and charges for which the subscriber shall be liable where the subscriber made use of such services. Should the subscriber's SIM card be used for cellular communications within or to and/or from or, roaming within international destinations or networks at any time during this agreement, then Autopage shall be entitled to demand that the subscriber pay a deposit in an amount determined at Autopage's sole discretion. Any portion of such deposit not consumed shall be credited towards the subscriber's future liabilities for amounts owed in terms of this agreement and/or to the International Network operator, its representative or agent.

7. EQUIPMENT

- 7.1 Notwithstanding that the subscriber purchased or leased the cellular handset and related accessories ("the equipment") from Autopage or from any third party, should the equipment be damaged, lost, stolen, unoperational or undergoing repair, the subscriber agrees that this agreement is not conditional upon such purchase, lease, availability or operation and this agreement shall continue in full force and effect and the subscriber shall continue to pay all amounts due in terms hereof.
- 7.2 All risk of loss, theft, destruction or damage to or malfunction of the equipment shall vest in the subscriber. Should the subscriber request the option of insuring the equipment on the face page hereof, it is the responsibility of the subscriber to familiarise himself with the terms and conditions relating thereto.
- 7.3 The subscriber shall give Autopage 14 (fourteen) days' written notice should the said handset and/or SIM card not be timeously delivered to the subscriber and notwithstanding any such notice, the subscriber shall have no claim of whatsoever nature against Autopage including the right to cancel this agreement.
- 7.4 Where the subscriber purchased equipment from Autopage then the manufacturer's warranty will apply to such equipment. Such warranty is normally for 12 (twelve) months from date of purchase and normally covers defective equipment as a result of faulty design, manufacture or workmanship provided that such equipment has not been misused, over-loaded, modified or repaired by an unauthorised party. In addition batteries are normally excluded from any warranty. Autopage may require the subscriber to make available the equipment to Autopage or its nominee for inspection of the equipment at a time and place to be arranged by Autopage or its nominee.
- 7.5 Should Autopage accept the equipment for repairs and maintenance it shall be deemed to do so as agent on behalf of the manufacturer or local supplier of the equipment and Autopage shall not be liable for any loss, damage, destruction, theft or negligent workmanship howsoever or by whomsoever caused.
- 7.6 Should the subscriber fail to pay any monies due in respect of a handset or accessories purchased, leased or loaned from Autopage then Autopage shall be entitled without prejudice to any other rights it may have at law forthwith and without notice to suspend, interrupt or disconnect the services or any part thereof.
- 7.7 Should Autopage loan equipment to the subscriber whilst the subscriber's owned or leased equipment is being repaired, then the subscriber shall upon demand return the equipment to Autopage and all risk in and to such loaned equipment shall vest in the subscriber until the subscriber returns it to Autopage at the subscriber's own cost. Should the subscriber fail to return the equipment timeously to Autopage, then Autopage shall be entitled to charge and recover from the subscriber (who shall pay such charges upon demand) a rental of R30 (thirty rands) per day reckoned from the due date of return or demand, whichever is the earlier, until the loaned equipment is returned to Autopage. The provisions of this agreement shall mutatis apply to such loaned equipment and its use.

8. LIMITATION OF LIABILITY

Autopage shall not be liable under any circumstances whatsoever for any loss or damage of any nature whatsoever (including loss of profit or any other special damages or indirect or consequential loss or damages) which the subscriber or any other person may suffer whether as a result of any breach by Autopage of any of its obligations to the subscriber, or whether caused directly or indirectly by the subscriber's equipment or the use thereof.

9. BREACH

- 9.1 Should the subscriber breach any provision of this agreement including failing to pay Autopage any monies due in terms hereof on due date, then Autopage shall be entitled without prejudice to any of its other rights arising out of this agreement forthwith and without any liability towards the subscriber to suspend its provision to the subscriber of the services in whole or in part and/or to disconnect the subscriber and/or the SIM card from the network and/or to render the handset inoperable by whatever means.

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9.2 Any breach will entitle Autopage to recover from the subscriber upon demand as liquidated damages hereby agreed to by the subscriber, an amount equal to the aggregate of all of the monthly subscription charges due until the expiry of the initial period plus notice period. In addition, the subscriber shall pay back to Autopage the amount equal to the amount by which the equipment was subsidised as at the time of sale of the equipment which amount shall be deemed to be not less than R675.00.

10. LEGAL COSTS

Should Autopage instruct its attorneys to enforce any of Autopage's rights arising from this agreement or to institute action against the subscriber, then the subscriber shall be liable for all legal costs on attorney and own client scale including any collection commission incurred by Autopage and the subscriber shall upon demand pay such costs.

11. DOMICILIUM

11.1 The parties choose as domicilium citandi et executandi ("domicilium") the addresses set out below.

11.1.1 Autopage Cellular at: Bekker Road, Waterfall Park,
2 Augrabies Road,
Midrand, 1685; and

11.1.2 the subscriber at the physical or residential address specified on the face hereof.

11.2 Either party shall be entitled from time to time, by written notice to the other, to vary its domicilium to any other address within the Republic of South Africa which is not a post office box or poste restante.

11.3 The subscriber hereby acknowledges and agrees that acceptance of this agreement, the services provided by Autopage to the subscriber in terms hereof and payment of all monies due to Autopage by the subscriber in terms hereof takes place at and/or are rendered from Autopage's chosen domicilium. The subscriber hereby waives any right that he may have to deny, question or dispute that the whole cause of any action which Autopage may have instituted against the subscriber arose within the jurisdiction of the Magistrates Court which has jurisdiction in respect of Autopage's said chosen domicilium.

12. UNDERTAKING AS CO-PRINCIPAL DEBTOR ON BEHALF OF THE SUBSCRIBER BY THE SIGNATORY

If the subscriber as identified on the face hereof is a company, close corporation, trust or a division or entity thereof or any other entity with juristic personality, then the signatory hereto who signs on behalf of the subscriber ("the signatory") warrants that he is duly authorised to enter into this agreement on behalf of the subscriber and, if applicable, to sign the debit authorization on the subscriber's bank account. By his signature hereto, the signatory hereby binds himself as co-principal debtor for the subscriber unto and in favour of Autopage for the due and punctual fulfilment of all of the subscriber's obligations to Autopage arising out of this agreement including the payment of all charges, fees, penalties and liquidated damages. The signatory as co-principal debtor hereby renounces and waives the benefits of the legal defences excussion, division and cession of actions and hereby acknowledges that he understands the full meaning of such defences and the effect of such renunciation and waiver.

13. GENERAL

13.1 The subscriber hereby consents to Autopage conducting an investigation into the creditworthiness of the subscriber utilising the information contained on the face page, which information the subscriber warrants is true and correct, and such information forms the basis of this agreement. The subscriber agrees that should such information turn out not to be correct in all respects, Autopage shall be entitled immediately and without prejudice to any other rights that Autopage may have to terminate this agreement and the subscriber agrees to hold Autopage harmless in such an event.

13.2 The subscriber agrees to supply Autopage with such information, documentation and signatures that Autopage may reasonably require at the time that this agreement is concluded, in order to give effect to the payment arrangements of this agreement. Any subsequent changes that affect the information supplied to Autopage such as bank account and credit card details must be brought to the immediate attention of Autopage. The subscriber agrees to hold Autopage harmless in the event of an error being made on any information handed to Autopage by the subscriber.

13.3 The subscriber hereby agrees that Autopage may, in addition to any of its other rights in terms of this agreement or otherwise, list any default information on the subscriber with any credit information bureau, and the subscriber agrees to the disclosure by Autopage to any third party, of any information pertaining to the subscriber or this agreement, to the extent that such disclosure is necessary for the conduct of Autopage's business, or is required by any relevant statute, regulation or license.

13.4 Autopage shall be entitled to cede its rights and/or to delegate its obligations arising from this agreement and/or assign this agreement, wholly or partly, to any third party. The subscriber shall not be entitled to cede or delegate his and/or obligations arising out of this contract, unless accepted in writing by the credit control manager or a director of Autopage.

13.5 No alteration, variation, or addition to this agreement or this clause shall be of any force or effect unless reduced to writing and signed by the subscriber and a director of Autopage. This document contains the sole and entire record of the agreement between the parties. No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein or otherwise created by operation of law and no indulgence, leniency or extension of time which either party ("the grantor") may grant or show to the other, shall in any way prejudice the grantor or preclude the grantor from exercising any of its rights in the future.

13.6 Where Autopage is represented by any duly authorised representative, his authority need not be proved.

13.7 The subscriber agrees that this agreement, in particular the face page thereof may be scanned and the paper version destroyed, and hereby agrees to the scanned version and waives his right to dispute the authenticity of the scanned version.

13.8 The subscriber understands that, the subscriber has, in terms of section 45 of the Electronic Communications and Transactions Act 25 of 2002, the option to cancel his subscription to the mailing list for unsolicited commercial and/or marketing communications by Autopage.