



## End User Agreement

Please read our End User Agreement carefully and contact our Customer Services team if you have any questions.

### Urban Utilities End User Agreement

BY USING THE URBAN UTILITIES and UTILITIES ONLINE WEBSITE (S) (THE "SITE") AND THE PAYMENTS PROCESSING SERVICE OFFERED BY IT (THE "SERVICE"), YOU (THE "USER") ARE INDICATING YOUR ACCEPTANCE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS END USER AGREEMENT.

#### 1 GENERAL

1.1) This end-user agreement may be changed on 30 days' notice. Such notice shall be posted on the Site: [Urbanutilities.co.za](http://Urbanutilities.co.za). & [utilitiesonline.co.za](http://utilitiesonline.co.za) or [utilitiesonline.io](http://utilitiesonline.io) Your continued use of this Site after any such changes constitutes your acceptance of the new end-user agreement and its terms and conditions.

1.2) This end-user agreement applies exclusively to your access to, and use of, this Site and does not alter in any way, the terms or conditions of any other agreement you may have with Urban Utilities for products, services, or otherwise.

1.3) The headings of the clauses in the conditions are provided for convenience and ease of reference only and will not be used to interpret, modify or amplify the terms of the conditions.

1.4) No failure or delay by Urban Utilities to exercise any of its rights will be construed as a waiver of any such right, whether this is done expressly or implied, nor will it affect the validity of any part of this end user agreement or prejudice our right to take subsequent action against the User.

1.5) Urban Utilities cannot screen or edit all the content available from the Urban Utilities site (s) and does not accept any liability for illegal, defamatory, or obscene content. Users are encouraged to inform Urban Utilities of any content that may be offensive or illegal.

#### 2. PRIVACY POLICY AND POPIA

2.1) Copyright© Urban Utilities, Johannesburg, South Africa. All rights not expressly granted, are reserved. To obtain permission for the commercial use of any content on this site contact Urban Utilities at [info@Urbanutilities.co.za](mailto:info@Urbanutilities.co.za).

2.2) To view our Privacy Policy please go to <https://urbanutilities.co.za/privacy/>

2.3) To view Urban Utilities PAIA Manual please go to <https://urbanutilities.co.za/documents/>

2.4) Urban Utilities endeavors to comply with the provisions of the Protection of Personal Information Act (POPIA) in its processing and storing of User data in that it obtains permission from data subjects to use their personal information. Urban Utilities only uses personal information for the purpose that it was disclosed and treats personal information as confidential.

2.5) Urban Utilities will never provide personal information to a third party without the data subject and/or the responsible party's knowledge and agreement.

2.6) Where a User discloses personal information which they have collected from their customers and clients to Urban Utilities for the purpose of allowing Urban Utilities to process or further process such personal information on the User's behalf (e.g. the processing of a credit card payment) such processing will be done subject to the terms of this End User Agreement ("EUA") and the requirements of POPIA in that the personal information will only be processed with the knowledge and/or authorisation of the User, will be treated as confidential and shall not be disclosed by Urban Utilities unless required by law or during the proper performance of Urban Utilities duties.

### **3. COPYRIGHT**

This end-user agreement applies exclusively to your access to, and use of, the Urban Sites and does not alter in any way, the terms or conditions of any other agreement you may have with Urban Utilities for products, services, or otherwise.

### **4. INTELLECTUAL PROPERTY RIGHTS**

All the content, trademarks and data on the Urban websites, including but not limited to, software, databases, text, graphics, icons, hyperlinks, private information, designs, and agreements, are the property of, or are licensed to Urban Utilities and as such are protected from infringement by local and international legislation and treaties.

### **5. LICENSES AND SITE ACCESS**

5.1) Urban Utilities grants you a limited license to make use of the Site. Such grant does not include, without limitation: (a) any resale of the Site or content therein; (b) the collection and use of any listings or descriptions; (c) making derivative uses of the Site and its contents; or (d) use of any data mining, robots or similar data gathering and extraction methods. Except as noted above, you have not conveyed any right or license by implication, estoppel, or otherwise in or under any patent, trademark, copyright, or proprietary right of Urban Utilities or any third party.

5.2) You may not use, frame, or utilise framing techniques to enclose any Urban Utilities trademark, logo, or other proprietary information (including the images found at this Site, the content of any text, or the layout/design of any page or form contained on a page) without Urban Utilities express written consent. Further, you may not use any meta tags or any other "hidden text" utilising a Urban Utilities name, trademark, or product name without Urban Utilities express written consent.

### **6. LINKING**

6.1) You are granted a limited, nonexclusive right to create a hyperlink to this Site provided such link does not portray Urban Utilities or any of its products and services in a false, misleading, derogatory, or otherwise defamatory manner. You may not use an Urban Utilities logo or other proprietary graphic or trademark of Urban Utilities to link to this Site without the express written permission of Urban Utilities. This limited right may be revoked at any time.

6.2) Urban Utilities makes no claim or representation regarding and accepts no responsibility for, the quality, content, nature, or reliability of sites accessible by hyperlink from this Site, or sites linking to this Site. The linked sites are not under the control of Urban Utilities and Urban Utilities is not responsible for the content of any linked site or any link contained in a linked site, or any review, changes, or updates to such sites. The inclusion of any link does not imply affiliation, endorsement, or adoption by Urban Utilities of the site or any information contained therein. When leaving the Urban Utilities site, you should be aware that Urban Utilities terms and policies no longer govern, and therefore you should review the applicable terms and policies, including privacy and data-gathering practices, of that site.

## 7. USER CONDUCT

7.1.1) In using this Site, and any of the services it offers, you agree:

7.1.2) Not to disrupt or interfere with the security of, or otherwise abuse, the Site, or any services, system resources, accounts, servers, or networks connected to or accessible through the Site or affiliated or linked websites;

7.1.3) Not to violate, or attempt to violate, the security of Urban Utilities. Violations of system or network security may result in civil or criminal liability. Urban Utilities will investigate occurrences, which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.

7.1.4) Not to disrupt or interfere with any other user's enjoyment of the Site or an affiliated or linked websites

7.1.5) Not to upload, post, or otherwise transmit through or on this Site any viruses or other harmful, disruptive, or destructive;

7.1.6) Not to transmit through or on this Site spam, chain letters, junk mail, or any other type of unsolicited mass email to people or entities who have not agreed to be part of such mailings;

7.2) In addition, you agree that you are solely responsible for actions and communications undertaken or transmitted under your account (if applicable) and that you will comply with all applicable local, national, and international laws and regulations in this regard.

## 8. INDEMNIFICATION

You shall remain solely liable for the content of any messages or other information you upload or transmit to Urban Utilities. You agree to indemnify and hold harmless Urban Utilities from any claim, action, demand, loss, or damages (including attorneys' fees) made or incurred by any third party arising out of or relating to your conduct, your violation of this end user agreement, or your violation of any rights of a third party.

## 9. SUBMISSIONS

You agree that any materials, including but not limited to questions, comments, suggestions, ideas, plans, notes, drawings, original or creative materials, or other information, provided by you in the form of email or submissions to Urban Utilities, or postings on this Site, are non-confidential and shall become the sole property of Urban Utilities & the Urban Holdings Group. Urban Utilities shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use of these materials for any purpose, commercial or otherwise, without acknowledgment or compensation to you. The submission of any materials to Urban Utilities irrevocably waives any and all "moral rights" in such materials, including the rights of paternity and integrity.

## 10. EMAIL DISCLAIMER

10.1) The information in all email messages (document and attachments) sent by an employee / electronic agent / a legal member of Urban Utilities is confidential and may be legally privileged. The information transmitted is intended only for the person(s) or entity to which it is addressed. If you are not the intended recipient(s), please notify the sender immediately and then delete this email (document and attachments). Do not disclose the contents of this email (document and attachments) to any other person, nor make any copies thereof.

10.2) Internet communications cannot be guaranteed to be secure or error-free. Neither Urban Utilities nor the sender accepts liability for any errors or omissions in the contents of messages which arise as a result of email transmission. If verification is required, please request a hard copy version. Also, take note that email can possibly contain viruses and that the recipient is responsible for checking and deleting viruses. In no event will Urban Utilities or the sender be liable to anyone for any indirect, special, consequential, or direct damages arising from the transmission of email messages, the opening of email messages and their attachments, or any use thereof whatsoever.

10.3) No employee is authorised to conclude a binding agreement on behalf of Urban Utilities by email without the express written confirmation of a director of Urban Utilities. Nothing contained in said email shall be construed as a legally binding agreement or an order to contract.

## **11. ACCEPTANCE OF FUNDS**

11.1) By registering with Urban Utilities / Utilities Online, you appoint Urban Utilities as your agent to process payments on your behalf in accordance with your instructions, subject to the terms and restrictions of this Agreement. Urban Utilities will at all times hold your funds separate from its corporate funds, will not use your funds for its operating expenses or any other corporate purposes, and will not voluntarily make funds available to its creditors in the event of bankruptcy or for any other purpose.

11.2) You acknowledge that (i) Urban Utilities is not a bank and the transactional Service you are provided with is a payment processing service rather than a banking service, and (ii) Urban Utilities is not acting as a trustee, fiduciary, or escrow with respect to your funds, but is acting only as an agent and custodian.

11.3) Urban Utilities reserves the right to hold funds beyond the normal distribution periods for transactions it deems suspicious or for accounts conducting high transaction volumes to ensure the integrity of the funds.

11.4) Urban Utilities shall not be responsible for payments made to unintended Recipients or for payments made in incorrect amounts due to the input of incorrect information by Senders.

11.5) Urban Utilities shall not be obligated to pay a User for any Payments for which Urban Utilities has not been fully paid by the Sender's credit card issuer or bank, as applicable.

11.6) Urban Utilities reserves the right to require Users who receive payments through the Service and operate with high reversal rates or otherwise present a relatively high risk of losses to choose between the closure of their Urban Utilities account or entering into an additional agreement addressing such risks, which may include higher fees.

## **12. CREDIT CARDS**

12.1) Urban Utilities facilitates credit card payments through the purchase of a nonredeemable voucher from Urban Utilities which is in turn redeemed to a User (receiver) through the Urban Utilities system against the purchase of goods or services.

12.2) Urban Utilities reserves the right to charge the purchaser an issuing fee per voucher for issuing and maintaining the voucher details on its systems.

12.3) Urban Utilities is entitled to, at any time, claim back funds from a User which were deemed, or shown to be, the result of a fraudulent transaction. The User gives Urban Utilities the right to debit the funds directly from their account or by debiting their designated bank account directly, should the funds in their Urban Utilities account be insufficient.

## **13. IMPOSED LIMITS AND DELAYS**

13.1) Urban Utilities reserves the right to impose a lower & upper limit on the amount of a single transaction that will be accepted through the Service.

13.2) Urban Utilities reserves the right to impose certain limits with regard to the flow of funds in the system including, but not limited to: funds sent, funds received and funds withdrawn. Details of what these limits are will be available on the Site as per the pay aggregator process.

13.3) Urban Utilities reserves the right to delay the withdrawal of funds in the system based on when the funds were received by the User. This delay will be noted on the Site.

13.4) Urban Utilities reserves the right to freeze or suspend any account in the system for an indefinite period if there is suspicion of any illegal activity taking place or for any other reason whatsoever.

#### **14. PROHIBITED TRANSACTIONS**

14.1) You agree that you will only use the Service to make payments for goods or services where payment is due and for which there exists an invoice that can be presented upon request.

14.2) You agree that you will not use the Service to make payment for illegal products or services, including but not limited to materials that infringe the intellectual property rights of third parties.

14.3) You agree not to use the Service to buy securities, business opportunities, franchises, multi-level marketing, or for the pre-order of goods.

14.4) You will not use the Service, the Urban Utilities website, or any of the services offered therein for any unlawful or fraudulent activity. If Urban Utilities has reason to believe that you may be engaging in or have engaged in fraudulent, unlawful, or improper activity, including without limitation any violation of any terms and conditions of this Agreement, your access to the Service may be suspended or terminated.

14.5) You will cooperate fully with Urban Utilities to investigate any suspected unlawful, fraudulent, or improper activity.

14.6) You agree not to impersonate an Urban Utilities User or an Urban Utilities representative, or to request that an Urban Utilities customer provide you with their password or other information to access their personal account.

#### **15. NO SURCHARGES**

Under Visa, Mastercard, Diners, and American Express regulations, merchants may not charge a fee to the buyer for accepting credit card payments (often called a "surcharge").

#### **16. Service Process Fee**

This restriction as noted in point (15) above does not prevent Urban Utilities from imposing a handling or service process fee in connection with the sale of goods or services, as long as the handling or service process fee does not operate as a surcharge (in other words, the handling fee for transactions paid through the Service may not be higher than the handling fee for transactions paid through the aggregator payment process).

- All transactional service fees charged by Urban Utilities conform to section 15 of this end-user agreement  
No service fee can be seen as a surcharge and is strictly a handling/service fee as noted on all payment transactions

#### **17. DEPOSITS AND BALANCES**

17.1) You acknowledge that Urban Utilities does not hold a deposit-taking license (a banking license) and cannot hold funds on your behalf which are not the proceeds of payments due to you from the sale of goods or services that Urban Utilities processed on your behalf.

17.2) You acknowledge that if funds are present in your Urban Utilities account, which are not the proceeds of payments due to you from the sale of goods or services, Urban Utilities will endeavor to return these funds to you after a period of 48 hours after those funds came to be in your account.

## 18. SECURITY

18.1) Urban Utilities makes every effort to ensure the security and integrity of your account and we make use of sophisticated systems to accomplish this. You understand, however, that there is a compromise made between the extent of these security systems and the inconvenience to you, the User.

18.2) You understand that security still relies heavily on the use of a username and password and undertake to contact us at once if you believe your username and password have been compromised, or if someone has transferred or may transfer money from your account without your permission.

18.3) Urban Utilities strongly suggests that you use a web browser with 128-bit encryption or better. However, regardless of whether you use a web browser with security features or not, Urban Utilities is unable to guarantee that the data transmitted is secure and/or will not be intercepted by third parties.

18.4) Phishing is a form of fraud where criminals attempt to access your confidential information. This is done by an email request for information, by luring you to a fake website, or by some other such means. In any case of phishing, Urban Utilities will respond as quickly as possible to alert users to the threat or to mitigate the threat. No guarantee is given as to this action, however, and Urban Utilities will not be held liable for any funds lost as a result of a User falling prey to a phishing attack. It is the responsibility of the User to be aware of such potential threats, to avoid them, and to report them to Urban Utilities upon discovery.

18.5) Urban Utilities reserves the right to implement any security measures deemed appropriate to lower or negate fraudulent transactions, which may result in certain payments to a User (as a receiver), or from a User (as a sender), being disallowed.

## 19. FEES

You understand that Urban Utilities will charge fees for the use of any of the services it provides. These fees are available on the Site and may change from time to time. Your acceptance of this agreement indicates your acceptance of these fees and any change to these fees which may occur now or in the future.

## 20. REFUNDS ON TRANSACTION

You understand that Urban Utilities will process refunds based on the refund policy in place for all users making use of any of the payment processes found within the Urban Utilities sites.

- All refunds will be strictly made once the refund request form has been received and validated. (the form can be found at: [https://urbanutilities.co.za/refund\\_request/](https://urbanutilities.co.za/refund_request/))
- Refunds processing takes between 15 and 30 work days based on the criteria and complexity of each refund transaction

## 21. DISCLAIMER OF WARRANTIES

21.1) YOU UNDERSTAND AND AGREE THAT THIS SITE AND THE INFORMATION, SERVICES, PRODUCTS, AND MATERIALS AVAILABLE THROUGH IT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOU EXPRESSLY AGREE THAT THE USE OF THIS SITE IS AT YOUR SOLE RISK.

20.2) TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, URBAN UTILITIES AND ITS AFFILIATES DISCLAIM ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF TITLE, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION PROVIDED BY URBAN UTILITIES OR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PROVIDERS, MERCHANTS, SPONSORS, LICENSORS OR THE LIKE SHALL CREATE A WARRANTY; NOR SHALL YOU RELY ON ANY SUCH INFORMATION OR ADVICE.

20.3) YOU EXPRESSLY AGREE THAT THE USE OF THIS SITE, INCLUDING ALL CONTENT, DATA, OR SOFTWARE DISTRIBUTED BY, DOWNLOADED, OR ACCESSED FROM OR THROUGH THIS SITE, IS AT YOUR SOLE RISK. YOU UNDERSTAND AND AGREE THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR BUSINESS OR YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH CONTENT, DATA, AND/OR SOFTWARE.

20.4) YOU ACKNOWLEDGE THAT URBAN UTILITIES DOES NOT CONTROL IN ANY RESPECT ANY INFORMATION, PRODUCTS, OR SERVICES OFFERED BY THIRD PARTIES ON OR THROUGH THIS SITE, EXCEPT AS OTHERWISE AGREED IN WRITING, URBAN UTILITIES, AND ITS AFFILIATES ASSUME NO RESPONSIBILITY FOR AND MAKE NO WARRANTY OR REPRESENTATION AS TO THE ACCURACY, CURRENCY, COMPLETENESS, RELIABILITY OR USEFULNESS OF CONTENT OR PRODUCTS DISTRIBUTED OR MADE AVAILABLE BY THIRD PARTIES THROUGH THIS SITE.

20.5) URBAN UTILITIES DOES NOT MAKE ANY WARRANTY THAT THIS SITE OR ITS CONTENT WILL MEET YOUR REQUIREMENTS, THAT THE SITE OR CONTENT WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR THAT DEFECTS, IF ANY, WILL BE CORRECTED. URBAN UTILITIES DOES NOT REPRESENT OR WARRANT THAT MATERIALS ON THIS SITE OR INFORMATION PROVIDED BY URBAN UTILITIES VIA EMAIL OR OTHER MEANS ARE ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR-FREE. NOR DOES URBAN UTILITIES MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF URBAN UTILITIES OR ITS CONTENT OR AS TO THE ACCURACY, COMPLETENESS, OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE USE OF THE SITE.

20.6) URBAN UTILITIES ASSUMES NO RESPONSIBILITY FOR ANY DAMAGES SUFFERED BY A USER, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA FROM DELAYS, NON-DELIVERIES OF CONTENT OR EMAIL, ERRORS, SYSTEM DOWNTIME, MISDELIVERIES OF CONTENT OR EMAIL, NETWORK OR SYSTEM OUTAGES, FILE CORRUPTION OR SERVICE INTERRUPTIONS.

20.7) URBAN UTILITIES DISCLAIMS ANY WARRANTY OR REPRESENTATION THAT THE CONFIDENTIALITY OF INFORMATION TRANSMITTED THROUGH THIS WEBSITE WILL BE MAINTAINED.

20.8) ALL THE INFORMATION APPEARING ON THIS SITE IS PROVIDED WITHOUT A REPRESENTATION OR WARRANTY WHATSOEVER, WHETHER EXPRESSED OR IMPLIED, AND URBAN UTILITIES DISCLAIMS ANY LIABILITY TO THE USER IN THIS REGARD.

## **22. LIMITATION OF LIABILITY**

22.1) Urban Utilities has taken reasonable steps, as far as possible, to ensure the accuracy and completeness of the content shown on this site, and to ensure that the user doesn't suffer any loss or damages as a result of the use of this site.

22.2) UNDER NO CIRCUMSTANCES, SHALL URBAN UTILITIES OR ITS PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, OR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, TRANSMITTING, OR DISTRIBUTING URBAN UTILITIES OR RELATED SERVICES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING FROM OR IN CONNECTION WITH THE USE OR INABILITY TO USE URBAN UTILITIES OR ANY CONTENT PROVIDED BY OR THROUGH THIS SITE, OR RESULTING FROM UNAUTHORISED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, OR OTHER INFORMATION THAT IS SENT OR RECEIVED, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF URBAN UTILITIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

22.3) URBAN UTILITIES SHALL HAVE NO LIABILITY TO YOU IN CONNECTION WITH ANY ACTIONS OR TRANSACTIONS BY AN INDIVIDUAL THAT USES YOUR USER NAME AND PASSWORD WITH YOUR CONSENT OR KNOWLEDGE OR ANY CAUSE OVER WHICH URBAN UTILITIES DOES NOT HAVE DIRECT CONTROL, INCLUDING, BUT NOT LIMITED TO, PROBLEMS ATTRIBUTABLE TO COMPUTER HARDWARE OR SOFTWARE (INCLUDING COMPUTER VIRUSES), TELEPHONES (OR OTHER COMMUNICATIONS EQUIPMENT), OR INTERNET SERVICE PROVIDERS.

22.4) URBAN UTILITIES SHALL HAVE NO LIABILITY TO YOU IN CONNECTION WITH ANY PRODUCT, SERVICE, OR OTHERWISE, PURCHASED OR USED AS A RESULT OF THE USE OF THIS SITE. IT IS EXPRESSLY UNDERSTOOD THAT THE USER IS AWARE THAT URBAN UTILITIES PROVIDES A SERVICE TO BRING BUYER AND SELLER OR SERVICE OFFERER AND SERVICE CONSUMER TOGETHER AND ACCEPTS NO RESPONSIBILITY FOR THE QUALITY, RELIABILITY, SAFETY, FUNCTION, SUITABILITY, OR OTHERWISE, OF A PRODUCT PURCHASED, SERVICE USED, OR OTHERWISE, AS A RESULT OF THE USE OF THIS SITE.

22.5) Urban Utilities shall not be liable for any fraud, deception, or misrepresentations by Users of the Service in any capacity whatsoever.

22.6) In no event shall Urban Utilities be liable for any act or omission of any third party (such as, for example, any provider of telecommunications services, internet access, or computer equipment or software) or for any circumstances beyond our control (such as, for example, a flood, or other natural disasters, war, riot, strike, an act of civil or military authority, equipment failure, computer virus, or failure or interruption of electrical, telecommunications or other utility services).

22.7) Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, in such jurisdictions, liability is limited to the fullest extent permitted by law.

### **23. USER'S LIABILITY TO URBAN UTILITIES**

In the event that Urban Utilities takes action against you for breach of these terms of use, you agree to reimburse Urban Utilities for all legal costs, including tracing fees and collection commission, on a scale as between attorney and own client.

### **24. APPLICABLE LAW**

The terms and conditions pertaining to any products or services appearing on this site or pages shall be governed and interpreted in accordance with the laws of the Republic of South Africa. Use of the service offered on this site or pages will constitute the user's consent and submission to the jurisdiction of the South African courts regarding all proceedings, transactions, applications, or the like instituted by either party against the other, arising from any of the terms and conditions pertaining to this site or such products or services.

### **25. TERMINATION**

Notwithstanding any of these terms and conditions, Urban Utilities reserves the right, without notice and in its sole discretion, to terminate your license to use the Urban Sites and to block or prevent future access to and use of this Site.

### **26. SEVERABILITY**

If any provision of this end-user agreement is held to be invalid, void, or for any reason is unenforceable, then that provision shall be deemed severable from this end-user agreement and shall not affect the validity and enforceability of any remaining provisions.

### **27. DOMICILIUM**

Urban Utilities chooses as its domicilium citandi et executandi for all purposes under this agreement, whether in respect of court process, notice, or other documents or communication of whatsoever nature: B Design Quarters, Nicol Grove Office Park, Cnr William Nicol Drive & Leslie, Fourways, Gauteng, South Africa.

### **28. TERMS**

28.1) The terms "The User" and "You" are used interchangeably and refer to all individuals and/or entities accessing this website for any reason.

28.2) The terms "we" and "Urban Utilities" are used interchangeably and refer to Urban Utilities itself and all individuals and/or entities acting directly on behalf of Urban Utilities.