

# TERMS & CONDITIONS

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## 1. Introduction

GConnect (Pty) Ltd with registration number 2015/288543/07 is a duly registered South African company ("GConnect") that provides their customers with access to its various networks which may include Internet access at a Wi-Fi Hotspot, or access to other electronic communication services and access to its Website ([www.gconnect.co.za](http://www.gconnect.co.za)). Following is the Terms and Conditions agreement entered into between GConnect and the user of GConnect's Services and/or Website and is also subject to the Privacy Policy which can be accessed from this URL: <https://www.gconnect.co.za/privacy.pdf>

These Terms and Conditions and all documents and policies referenced herein, constitute the entire agreement and understanding between GConnect and you pertaining to the subject matter hereof and shall supersede and replace all prior agreements, understandings and representations, written or oral, regarding such subject matter.

By using the Service and/or Website, you agree to be bound by the following terms and conditions:

## 2. Definitions

- |     |                         |   |
|-----|-------------------------|---|
| 2.1 | "Agreement":            | Refer to "Terms and Conditions" here below;   |
| 2.2 | "Effective Date":       | The date on which GConnect grants access to the Service;  |
| 2.3 | "Personal Information": | Information relating to an identifiable, natural or juristic person;  |
| 2.4 | "POPI":                 | The Protection of Personal Information Act 4 of 2013;   |
| 2.5 | "Privacy Policy":       | Forms an integral part of this Terms and Conditions and may be downloaded from here:<br><a href="https://www.gconnect.co.za/privacy.pdf">https://www.gconnect.co.za/privacy.pdf</a> ; |
| 2.6 | "Process":              | To collect, organise, store, modify, retrieve, refer to, distribute, or erase, or otherwise as defined in POPI;   |
| 2.7 | "Service(s)":           | Various networks, Websites, landing pages at a Wi-Fi  |

Hotspot, services or value added services, analytical tools or dashboards provided by GConnect to user, which may include Internet access at a Wi-Fi Hotspot, or access to GConnect's value added services to user, or other electronic communication services or facilities provided by GConnect from time to time (whether paid-for, free, complimentary or otherwise);

- 2.8 "Terms and Conditions": This entire agreement, including its schedules and policies referenced herein, which may be amended from time to time. Also referred to as "Agreement";
- 2.9 "user" or "you": means any major person 18 years or older or any legal person who access the Service or Website for any purpose;
- 2.10 "Website": means: \*.[gconnect.co.za](http://gconnect.co.za) or any of GConnect's landing pages it deploys and commission as part of the Service;
- 2.11 "Wi-Fi Hotspot": A combination of hardware, software, configurations and intellectual property, all in the control of GConnect, set up and configured in such a way to allow a user to share personal information with GConnect, access GConnect's value added services delivered via the hotspot and to connect to the World Wide Web via 802.11 wireless standards.

### **3. General conditions of use and access**

- 3.1 GConnect hereby, with effect from the Effective Date, grants you access to the Service and Website on the terms and conditions contained in this Agreement.
- 3.2 You hereby acknowledge receipt of such access and agree that you will not attempt to circumvent GConnect's user authentication processes or engage in attempts to access the Service where not expressly authorised to do so.
- 3.3 Every service utilised through the Internet is subject to its own terms and conditions of use which must also be complied with.
- 3.4 Each user uses the service voluntarily and wholly at the user's own risk.
- 3.5 GConnect does not monitor any activity of its users except for the necessary, automatic and technical measurement of system utilization, the duration and extent

of its use and other data required to generate and maintain billing records, audit trails and system analyses.

- 3.6 You may not use GConnect's Service: -
- 3.6.1 in a manner which violates any law, rule, regulation or policy applicable to any network, server, computer database, web-site or Internet Service Provider (ISP) that you access through the Service;
  - 3.6.2 in a manner which violates any law, regulation, treaty or tariff;
  - 3.6.3 in a manner which is defamatory, libelous, fraudulent, indecent, offensive, contumelious or deceptive;
  - 3.6.4 to threaten, harass, abuse, insult or intimidate any other person;
  - 3.6.5 to damage the name or reputation of GConnect, its affiliates and subsidiaries;
  - 3.6.6 in a manner which interferes with any other customer's use and enjoyment of the Service;
  - 3.6.7 to breach the security on any computer network, or to access any account which does not belong to you;
  - 3.6.8 to gather e-mail addresses and/or names for commercial, political, charity or like purposes or use the Service to collect or attempt to collect personal information about third parties without their knowledge or consent;
  - 3.6.9 to invade the privacy of, or to obtain or attempt to obtain personal information relating to any other individual; or
  - 3.6.10 to gain unauthorised access to the Service or any other network, including (without being limited to) through hacking, password mining or any other mean.
- 3.7 You shall not threaten abuse or harass any GConnect employee or representative. You shall not (a) commit, attempt to commit, or allow others to commit or attempt to commit, any fraud against GConnect including fraudulently obtaining Services, or (b) transform outbound communications into incoming communications or otherwise attempt to avoid applicable charges, or (c) otherwise abuse the Service or allow others to do any of the foregoing.
- 3.8 You shall not resell, transfer, distribute, share or exploit for commercial purposes any Service.
- 3.9 GConnect reserves the right to determine at its sole discretion whether any user's use of the Service interferes with any other user's use and enjoyment and/or if you are in breach with any of the conditions stipulated herein, and may take the necessary action as stipulated in the *Breach* and/or *Termination* clauses here below.
- 3.10 Any activity on the GConnect Wi-Fi Hotspot network that is a violation of any law or regulation in force from time to time or in violation of these Terms of Use may, at GConnect's sole and absolute discretion, result in immediate termination of service.

- 3.11 GConnect will use reasonable endeavors to keep the Service available at all times. However, the Service is provided by GConnect on an “as is” and “as available” basis without warranties or conditions of any kind and you agree that GConnect shall not be liable to you or any other person whatsoever in respect of any loss or damages caused by or arising from the unavailability of, or any interruption in the Service for any reason whatsoever.
- 3.12 Neither you nor any other person shall have any claim against GConnect for any direct, consequential, incidental, indirect or special loss or damages including (without being limited to) business interruption, loss of business information, loss of data or other pecuniary loss, arising from the unavailability of, or interruption in the Service, regardless of whether such claim is based on breach of contract, delict, breach of implied warranties or otherwise and even if the possibility of such loss or damages could have been foreseen or if GConnect or its employees were negligent, and you unconditionally and irrevocably indemnify GConnect accordingly and you agree to hold GConnect free from all loss, damages, claims and/or costs of whatsoever nature suffered or incurred by GConnect as a direct or indirect result hereof.
- 3.13 GConnect shall not be held responsible for security breaches occurring on the user’s electronic device (personal computer or other electronic device used to access the service), which may result due to the lack of adequate virus protection software or spyware that you may have installed on your device.
- 3.14 It is your responsibility to take precautions and provide security measures that are suited to your situation and your intended use of the Service and GConnect strongly recommends that you take measures to secure your hardware, software and internet communications, whether through the use of virtual private networks, personal firewalls, anti-virus software, encryption or otherwise. GConnect does not offer or provide these solutions and therefore cannot guarantee or be held responsible for their effectiveness. This applies for any use of wireless technology via any service provider.
- 3.15 You agree to periodically review the then-current Terms and Conditions in order to be aware of any modifications and your continued use of the Service shall be deemed to be your acceptance of the modified Terms and Conditions. If you do not agree to any modification of these Terms and Conditions, you agree that you will be unable to use the Service.
- 3.16 Resale or redistribution of bandwidth or any other part of the Service for any purpose is strictly forbidden.

3.17 Any IP address assigned to you by GConnect is the property of GConnect at all times. IP addresses may change each time you access at Hotspot, or any time at the discretion of GConnect without prior notice to you. GConnect assumes no liability whatsoever for any claims, damages, losses or expenses arising out of or otherwise relating to any change in IP Addressing.

#### **4. Social Wi-Fi**

4.1 In order to access the Social Wi-Fi value added service as part of the Service, you must login to your Facebook or Twitter account using their respective "OAuth" authorization procedure, or by supplying your name and e-mail to GConnect, or, if available, as a guest and not supplying any additional information.

4.2 By authorizing GConnect to access your Facebook account, you hereby grant GConnect access to certain information in your Facebook profile, including but not necessarily limited to: basic information including (but not limited to) age, birthdate, name, gender, location, email address; extended profile information including (but not limited to) events, check-ins, "likes", interests, friends, friends of friends, groups, etc.; and, other information which the OAuth procedure allows GConnect to access.

4.3 By authorizing GConnect to access your Twitter account, you hereby grant GConnect access to certain information in your Twitter profile, including but not necessarily limited to: screen name, name, location, profile picture; and, other information which the OAuth procedure allows GConnect to access. If at any point the information GConnect requires by your access necessitates a higher level of Facebook or Twitter profile access through OAuth authorization, these Terms and Conditions shall be amended accordingly and GConnect will notify you of said changes in the manner set forth above.

4.4 Furthermore, by agreeing to allow GConnect to access your Facebook or Twitter profile through the OAuth procedure, you hereby agree to any and all terms and conditions imposed on you by Facebook, Inc. or Twitter in connection with the OAuth procedure, your use of the Facebook or Twitter website and any and all sites and/or applications or other data or content in connection therewith.

4.5 Linking of MAC Address to Personally Identifiable Information. You understand and agree that by engaging in certain Identification Activities, you are permitting us to: a) store and access your Personally Identifiable Information; b) link your Personally Identifiable Information to the MAC address and your location, as offered by the device with which you access the Internet and/or our Wi-Fi service; and, c) use your Personally Identifiable Information in such other ways which accord with the terms and conditions herein set forth.

## **5. Social Wi-Fi and Analytics Dashboard**

- 5.1 GConnect do not provide social Wi-Fi and analytics dashboard as a critical service and it is not available to the public. It is a value-added reporting tool provided as part of the Service to showcase a venue its Wi-Fi usage and statistics and to provide a limited function campaigning tool, to those venues who commercially signed up for the add-on service.
- 5.2 Users who have access to GConnect's social Wi-Fi and analytics dashboard, access and uses the information at own risk.
- 5.3 GConnect do not warrant nor does it guarantee the accuracy, completeness or validity of any information published on the GConnect social Wi-Fi and analytics dashboard.
- 5.4 Functionality provided by the analytics dashboard, such as campaigning tools or other communication tools, are used by user at user's own risk and out of user's own free will and shall keep GConnect harmless against claims, losses or other damages suffered as a result of user's actions on the social Wi-Fi and analytics dashboard.
- 5.5 User confirms that user shall comply with all laws, rules and regulations of POPI and other relevant South African laws governing electronic communications while using the social Wi-Fi and analytics dashboard. GConnect shall be indemnified to the fullest extent by user and shall keep GConnect harmless against claims, losses or other damages suffered as a result of user's non-compliance with rules, regulations and laws regarding electronic communications and POPI.
- 5.6 User shall not use the social Wi-Fi and analytics dashboard to send unsolicited messages and/or communication to users and shall always include an option to the audience to opt-out of messages.
- 5.7 Unauthorised access to GConnect's social Wi-Fi and analytics dashboard is strictly prohibited.
- 5.8 GConnect do not warrant nor does it guarantee 100% uptime of the social Wi-Fi and analytics dashboard and it is provided to user on an "as is" and "as it is available" basis.
- 5.9 No part of the social Wi-Fi and analytics dashboard (or any of its functionality) may be on-sell or commercially distributed by user whatsoever.

- 5.10 All data downloaded from or uploaded to the social Wi-Fi and analytics dashboard by user, is Personal Information owned by GConnect and is subject to GConnect's Private Policy.
- 5.11 User may not sell, transfer or distribute any information (whether it is Personal Information or not) it obtains or gathers from the social Wi-Fi and analytics dashboard to any third party whatsoever, without the prior written consent from GConnect, and shall destroy and delete such information obtained when requested to do so by GConnect.
- 5.12 User may not share his username and password for access to the GConnect social Wi-Fi and analytics dashboard with any one whatsoever.
- 5.13 GConnect reserve the right to terminate or restrict access to the social Wi-Fi and analytics dashboard should user's account be in arrears, or where GConnect, in its sole discretion, is of the opinion that any of the conditions specified herein have been breached by user.

## **6. Personal Information**

- 6.1 Personal Information gathered by GConnect as a result of you using, or accessing or intending to access or using the Service is subject to the Privacy Policy of GConnect which can be downloaded from this URL: <https://www.gconnect.co.za/privacy.pdf>
- 6.2 Where you submit Personal Information via the Website or via the use of the Service, the following principles are observed in the handling of that information:
- 6.2.1 We will only collect Personal Information for a purpose consistent with the purpose for which it is required. The specific purpose for which information is collected will be apparent from the context in which it is requested and as more fully explained in the Privacy Policy as explained above.
- 6.2.2 We will only Process Personal Information in a manner that is adequate, relevant and not excessive in the context of the purpose for which it is Processed.
- 6.2.3 Personal Information will only be Processed for a purpose compatible with that for which it was collected, unless you have consented to an alternative purpose in writing or we are permitted by POPI or in terms of national legislation of general application.
- 6.2.4 We will destroy or delete any Personal Information that is no longer needed by us for the purpose it was initially collected, or subsequently Processed.

- 6.3 Note that, as permitted by POPI, we may use Personal Information collected to compile profiles for statistical purposes. No information contained in the profiles or statistics will be able to be linked to any specific user, unless otherwise specified in the Privacy Policy.
- 6.4 We will use your Personal Information in the manner described in the Privacy Policy and in addition to provide you with customer service and in order to communicate with you regarding products or services from us which might be of interest for you. If you do not wish to receive marketing information, you may at any time contact us in response to a marketing or similar email from us and all such emails will contain instructions as to how to unsubscribe from such emails.
- 6.5 The private information required for executing orders placed through any of GConnect's e-commerce facilities, namely your Personal Information and credit card details, telephone numbers and email address as well as device mac and TCP/IP addresses for tracking usage will be kept in the strictest confidence by GConnect and not sold or made known to third parties, unless otherwise stipulated in the Privacy Policy.
- 6.6 Credit card details that can be used to perform transactions as part of the Service, are not kept by GConnect under any circumstances.
- 6.7 Your messages may be the subject of unauthorized third party interception and review. An individual with Internet access can cause damage, incur expenses and enter into contractual obligations while on the Internet. All such matters are your responsibility. GConnect has no obligation to monitor the Service. However, you agree that GConnect reserves the right to monitor the Service electronically from time to time and to disclose any information necessary to satisfy any laws, regulations or other governmental request or as necessary to operate the Service or to protect itself or others.

## **7. Breach**

- 7.1 Should you fail to comply with the provisions of this Terms and Conditions or where you are in breach with any clause of this Terms and Conditions, then GConnect shall have the right, without prejudice to any other rights GConnect may have and also without notice to you, suspend your access to the Service and terminate this Terms and Conditions agreement with immediate effect.
- 7.2 You agree to pay to GConnect immediately, on demand, all costs, loss and/or damages incurred or suffered by GConnect as a result of your breach.

7.3 Any failure to enforce or any delay in enforcing these terms of conditions, for whatever reason, shall not be construed as a waiver of GConnect's right to do so at any time.

## **8. Governing Law and Jurisdiction**

8.1 These Terms and Conditions agreement shall be governed and construed in accordance with the laws of the Republic of South Africa. You agree that, in any legal action or proceeding between you and GConnect for any purpose concerning or relating to these Terms and Conditions agreement, you submit to exclusive jurisdiction in the Courts of South Africa, and specifically the High Court of South Africa's Transvaal Provincial Division, and you expressly waive all defenses to or in respect of jurisdiction. You further agree that any cause of action or claim you may have with respect to the Service must be commenced within one (1) year after the date on which the claim or cause of action arose failing which such claim or cause of action shall be deemed to have prescribed and shall be absolutely barred.

## **9. Non-waiver, Non-qualification and Assignment**

9.1 GConnect's failure to insist upon or enforce strict performance of any provision of these Terms and Conditions shall not be construed as a waiver of any term or right.

9.2 Neither the course of conduct between the parties nor trade-practice shall act to modify any provision of these Terms and Conditions of Use.

9.3 GConnect may assign or transfer its rights, obligations and duties under these Terms and Conditions of Use to any party at any time without notice to the user.

9.4 If any of the provisions contained in these Terms and Conditions are determined to be void, invalid or otherwise unenforceable by a court of competent jurisdiction, such determination shall not affect the remaining provisions contained herein.

## **10. Cession and Delegation**

10.1 You may not cede any of your rights or delegate any of your obligations under this Agreement without GConnect's express written consent.

10.2 GConnect shall be entitled, in its sole discretion and without notice to you, to cede and transfer or delegate to any third party all or any of its rights or obligations under this Agreement.

## **11. Refund Policy**

- 11.1 The provision of the service is subject to availability.
- 11.2 In cases of unavailability, GConnect will, in its sole discretion, refund the client in full within 30 days after refund request, where actual payment was made with a debit or credit card.
- 11.3 Cancellation of orders by the client will attract a 10% charge for administration costs.
- 11.4 GConnect reserves the right to cancel an order for which payment has already been received. This may occur if the availability or the quality of Services ordered does not meet GConnect's standards. Should GConnect exercise this right, you will receive a full refund with no deductions.
- 11.5 Any complaints regarding the standard and quality of the Service or Services bought by consumers through the e-commerce facility should be directed to support@gconnect.co.za
- 11.6 Payments made with cellular airtime, as well as pre-paid card purchases for GConnect products or services are non-refundable.

## **12. Free or Complimentary Wi-Fi**

- 12.1 GConnect adopted a fair usage policy (fup) for complimentary or free internet access as part of the Service.
- 12.2 This network management policy is to empower GConnect to deliver the best possible Wi-Fi experience, and to alleviate slow connectivity due to growing bandwidth limitations and available network capacity.
- 12.3 As our complimentary or free Wi-Fi network delivers millions of connections, we need to track the free usage to ensure connectivity is allocated fairly between users, and to deliver the best possible internet experience.
- 12.4 The free or complimentary Service that you access at a Wi-Fi Hotspot is paid for either by sponsored advertising, sponsored access or paid for by the venue/location where you access the free Service from. You shall comply with and adhere to all terms and conditions specified by the sponsor of the free or complimentary service from time to time, before accessing the free or complimentary Service. Such terms and

conditions shall be clearly communicated to you before accessing such free or complimentary Service.

- 12.5 Where required, you shall provide Personal Information before accessing the free or complimentary Service. Such Personal Information gathered is subject to the Privacy Policy which forms an integral part of this Terms and Conditions.

### **13. Indemnity**

- 13.1 In the event of you breaching or acting in violation of this Agreement, or making any unlawful or improper use of any service or materials, you agree to indemnify, defend and hold GConnect, its officers, directors, employees, agents, shareholders, licensors, suppliers, business partners and any third-party information providers to the Website or Services harmless from and against all losses, expenses, damages and costs such as (but not limited to) all collection costs, collection commissions and other disbursements as well as all tracing, legal and attorney's (and counsel's fees as per marking on his or her brief) fees and charges resulting from, arising from, or related to your said breach, violation, or unlawful or improper conduct.

- 13.2 The provisions of this paragraph are for the benefit of GConnect and its directors, officers, employees, agents, shareholders, licensors, suppliers, business partners and any third-party information providers to the site, services or materials. Each of these individuals or entities shall have the right to assert and enforce these provisions directly against you on its own behalf.

### **14. Disclaimers**

- 14.1 When you use GConnect's Service to access the Internet, GConnect is a mere conduit for the electronic traffic. In providing access to or for operating facilities for information systems or transmitting, routing or storage of data messages via an information system (even when under its control) GConnect does not initiate the transmission; does not select the addressee; performs its functions in an automatic, technical manner without selection of data; and does not modify the data contained in the transmission.

- 14.2 All web-pages, sites, e-addresses and hyperlinks accessed or followed by the user are identified and accessed or followed at the user's own and absolute risk. Neither these web-pages, sites, e-addresses and hyperlinks nor their contents are under GConnect's control. GConnect is, therefore, not responsible for the contents of any web-page, site, e-address or hyperlinked site, or any link contained in a linked site, or any changes or updates to such sites.

- 14.3 GConnect does not ensure or guarantee privacy for users of the Service, any such use shall be at your sole risk.
- 14.4 GConnect does not make any warranties of any kind, either express or implied, including without limitation warranties of title or non-infringement, or any implied warranties of merchantability or fitness for a particular purpose with regard to the Service, any transaction performed through the Service or on the internet generally, connectivity or as to the quality of the Service.
- 14.5 GConnect does not warrant that the Service will be uninterrupted or error-free, or will operate without packet loss or interruption, nor does GConnect warrant any connection to or any transmission over the internet.
- 14.6 GConnect does not guarantee the performance of the Service.
- 14.7 GConnect does not guarantee or warrant that the files available for downloading from GConnect's Website will be free of infection or viruses, worms, Trojan horses or any other code that contains contaminating or destructive properties.
- 14.8 You are responsible the taking of, and are urged to implement, sufficient procedures, preventative measures, anti-virus systems and checkpoints to satisfy your particular requirements for accuracy of data input and output; your particular requirements for the security of data; and maintaining a means external to the site for the reconstruction of any lost data.
- 14.9 You assume total, exclusive and absolute responsibility and risk for your use of the Services and the internet.
- 14.10 GConnect shall not be liable for any cost, loss or damage arising either directly or indirectly from any such or other internet transaction whatsoever.
- 14.11 Any statement or description which may or might be made or given by GConnect or GConnect's agents or installers concerning the Service, is solely informational and is neither given as, nor to be construed as, a warranty or undertaking of any kind.
- 14.12 In no event will GConnect be liable for any loss, harm, cost, or damage whether direct or indirect, consequential or incidental, (including, but not limited to damages for loss of profits; business interruption; loss of programs, data or information, and the like) arising out of any use of or inability to use the Website or Services or any transactions provided on or facilitated by the Service or anything downloaded or hyperlinked from the Website, even if GConnect or its authorized representatives have been advised of the possibility of such harm, loss or damage; or any claim attributable to errors,

omissions or other inaccuracies in the Service or information downloaded through, or hyperlinked from, the Website.

- 14.13 GConnect disclaims all responsibility for determining compatibility between the Service and any third party provided equipment and services. Neither GConnect, its affiliates, agents and/or suppliers warrant the performance, availability, uninterrupted use or operation of the Service or any deliverable provided under these Terms and Conditions. The entire risk as to the availability, quality and performance of the Service or any deliverable provided under these Terms and Conditions is with you. YOUR SERVICE PROVIDER(S) MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND WHATSOEVER, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT, OR IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE SERVICE, HARDWARE, SOFTWARE OR ANY OTHER DELIVERABLES PROVIDED HEREUNDER, OR ANY MERCHANDISE, INFORMATION, CONTENT OR SERVICE PROVIDED ON THE INTERNET AND ALL REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED ARE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, HEREBY EXCLUDED.

## **15. Termination**

- 15.1 These Terms and Conditions may be terminated by you by ceasing to utilize the Services.
- 15.2 You agree that GConnect, at its sole discretion, may with or without notice terminate or restrict your password, account (or any part of it) or your use of the Service if GConnect suspects a breach of these Terms and Conditions.
- 15.3 GConnect may likewise, at its sole discretion and at any time, discontinue providing the Service or any parts thereof, with or without notice.
- 15.4 You agree that any termination of your access to the Service may be effected without prior notice, and acknowledge and agree that GConnect may immediately deactivate or delete your account or voucher and/or bar any further access to the Service or other network under GConnect's control.
- 15.5 Further, you agree that GConnect shall not be liable to you or any third-party for any termination of your access to the services or materials.

## **16. Mandatory Arbitration**

- 16.1 Any dispute or claim between you and GConnect arising out of, or relating to, the Service provided in connection with this Agreement shall be resolved by arbitration in Pretoria Gauteng Province, South Africa, before a single arbiter administered by the South African Arbitration Association and in accordance with its Commercial Arbitration Rules.
- 16.2 The arbiter's decision shall follow the plain meaning of the relevant documents, and shall be final and binding.
- 16.3 Without limiting the foregoing, the parties agree that no arbiter has the authority to: (1) award relief in excess of what this Agreement provides; or (2) award punitive or exemplary damages.
- 16.4 Judgment on the award rendered by the arbiter may be entered as a judgement in any Court having jurisdiction. Each claim shall be arbitrated individually and a user shall not bring or join or attempt to bring or join any other claim of the user or other user or claimant or any punitive or certified class action to arbitration, or seek to consolidate or bring previously consolidated claims in arbitration.
- 16.5 This provision does not bar the seeking or obtaining of injunctive relief in the Courts.

**\*\* End of Terms and Conditions \*\***