ICTNETWORKS' STANDARD TERMS AND CONDITIONS FOR THE PROVISION OF ELECTRONIC COMMUNICATIONS SERVICES & PRODUCTS

1. **INTRODUCTION**

1.1 The Applicant, more fully described in the Service Agreement, must take note of the details set out under these terms and conditions.

1.2 If you don't understand these standard terms and conditions, please visit ICTNetworks website at www.ictnetworks.co.za or send an e-mail to support@ictnetworks.co.za.

1.3 These terms and conditions will become binding and apply to you, the Applicant, once ICTNetworks has agreed to provide you with the service or device, which you have requested under the Service Agreement.

1.4 Where Product-Specific Terms and Conditions ("Product Terms") apply to a specific service, these terms and conditions must be read with such Product Terms, which are incorporated herein by reference and form an integral part of these terms and conditions.

1.5 In the event of any inconsistency, ambiguity, or conflict between the provisions of these terms and conditions and the Product Terms, the provisions of the Product Terms shall prevail, unless expressly stated otherwise.

1.6 Any reference to the application of the Consumer Protection Act, 2008 (the CPA) herein, shall only be applicable in so far as the Customer is also a Consumer as defined in the CPA, unless such provision is specifically made applicable to the Customer. Nothing in these terms and conditions shall be construed as extending to a Customer who is not a Consumer any right, remedy or protection conferred by the CPA, save where expressly so stated.

1.7 In so far as the CPA is not applicable to this Agreement, any reference to "Consumer" shall mean "Customer".

2. **EXCLUSION OR LIMITATION OF LIABILITY CLAUSES**

2.1 In terms of section 49 of the Consumer Protection Act, 2008 (the CPA), a term or notice which purports to limit in any way the risk or liability of the supplier or any other person or constitutes an assumption of risk or liability by the consumer or imposes an obligation on the consumer to indemnify the supplier or any other person for any cause, or constitutes the acknowledgement of any fact by the consumer, must be written in plain language and the fact, nature and effect of such provision must be drawn to the attention of the consumer before the consumer concludes the transaction or is required to offer consideration under it.

2.2 This must be done in a conspicuous manner and form likely to attract the attention of the ordinarily "alert" consumer having regard to the circumstances and the consumer must be given adequate opportunity to comprehend the notice or provision. ICTNetworks has housed certain clauses, which contain certain limitations under its Standard Terms and Conditions.

2.3 These clauses are highlighted in red/ capital letters and include:

(1) Clause 10.5: "Cancellation or variation of the ICTNetworks Services" – if you cancel or vary any of the ICTNetworks Services, before the Connection date, in whole or in part, ICTNetworks will have the right to charge you all Abortive Costs which ICTNetworks has incurred as a result of the cancellation or variation.

(2) Clause 10.6: "Termination of a Fixed Term Agreement by a Consumer for no cause" – if you as a Consumer, conclude a Fixed Term Agreement with ICTNetworks, you will have the right to terminate the Fixed Term Agreement, for no particular reason or cause, at any time, on 3 (Three) Calendar months' or, where you are a Consumer as defined in the CPA, 20 (twenty) Business Days' (or such shorter notice period as may be required by the supplier of the service to ICTNetworks) written notice, calculated from the 1st Business Day of the month immediately succeeding the month wherein notice was received, WHICH TERMINATION WILL BE SUBJECT TO PAYMENT OF A CANCELLATION FEE, WHICH WILL BE DETERMINED AND CALCULATED AT THE TIME WHEN THE NOTICE TO TERMINATE IS GIVEN BY THE CONSUMER USING THE GUIDELINES SET OUT UNDER SECTION 14 AND REGULATION 5(2) OF THE CPA, and which, in the case of a Customer who is not a Consumer, shall include the monthly charges for the remainder of the term of the Fixed Term Agreement as well as any Deferred Installation Charges, if applicable, and, in the case of a Consumer, shall not exceed a reasonable amount determined in accordance with regulation 5(2) of the CPA after allowing a reasonable credit for the unexpired portion of the term. This clause shall be applicable to all Customers, whether

falling within the definition of Consumer or not, save that the provisions specific to Consumers apply to Consumers only.

(3) Clause 12.5.10: "Migration" - Any request by you to migrate, will be subject to certain conditions, including the payment of any additional Migration charges, levied by ICTNetworks, which charges are detailed under the Tariff List or as advised by ICTNetworks and the signing of a new Agreement.

(4) Clause 12: "Charges and payment" – ICTNetworks will levy certain charges in respect of the use by you of the ICTNetworks Services and Selected SE. ICTNetworks also has the right to ask for a deposit and set credit limits and levy interest on unpaid charges, and to suspend the ICTNetworks Services on not less than 48 (forty-eight) hours' written notice where an Invoice is not paid by the Due date (clause 12.7.1).

(5) Clauses 11.28 and 11.29: "Change in numbers due to reasons beyond ICTNetworks control" - - ICTNetworks may be forced to change your number by a regulator or a supplier of ICTNetworks, and if this occurs ICTNetworks will not be liable to you, or to any other person for any loss, damage or costs (direct, indirect, consequential or otherwise) which may be incurred in consequence of any change to the number.

(6) Clause 11.12: "Incorrect use of SE or use of illegal equipment" – ICTNetworks reserves the right to disconnect from the Network and suspend or terminate the ICTNetworks Service, where any unlicensed or illegal SE is used in connection with the ICTNetworks Services in such case you will indemnify ICTNetworks against any liability, loss or damage which you or ICTNetworks may incur as a result of the unlawful or incorrect usage of such SE.

(7) Clause 15: "Limited liability and indemnity" - ICTNetworks, under certain circumstances will not be responsible for certain damages or losses which may be incurred as a result of the purchase and/or use of the ICTNetworks Services and/or Goods.

2.4 The Applicant must before it concludes the Application, carefully consider the ICTNetworks standard terms and conditions housed under the Agreement, and applicable to the ICTNetworks SE and/or Services which purport to limit the risk or liability of ICTNetworks and other third parties acting on behalf of ICTNetworks.

3. **APPLICATION OF STANDARD TERMS AND CONDITIONS**

3.1 These standard terms and conditions, as amended by ICTNetworks from time to time in accordance with the provisions of ICTNetworks's Class Electronic Communications Service (CECS) and Class Electronic Communications Network Service (CECNS) licences, the Electronic Communications Act 36 of 2005, the Consumer Protection Act, 68 of 2008 or any other applicable legislation, are applicable to the provision and use of all electronic communications services and products provided by ICTNetworks to customers.

3.2 The Customer accepts and agrees that these terms and conditions become binding on it once ICTNetworks has processed the Customer's Application and agreed to provide the Customer with the ICTNetworks Services and where applicable the Selected SE. ICTNetworks will notify the Customer of its acceptance or non-acceptance and where applicable, the deposit which it may require in order to secure the ICTNetworks Services and or Selected SE.

3.3 Persons wishing to obtain ICTNetworks Services and where applicable, the SE, must apply for the ICTNetworks Service and SE by signing the standard Service Agreement, which can be either downloaded from the ICTNetworks Website or obtained on request from ICTNetworks customer service branches or by following any other application procedure determined by ICTNetworks from time to time.

3.4 ICTNetworks reserves the right to decline and/or reject the Application and the offer to contract.

3.5 ICTNetworks holds a Class Electronic Communications Service licence (Licence No. 3020/CECS/Apr/2025) and a Class Electronic Communications Network Service licence (Licence No. 3020/CECNS/Apr/2025), each issued by the Authority to ICTNetworks (Pty) Ltd with effect from 15 April 2025 and expiring on 14 April 2035, for the provision of electronic communications services and electronic communications network services within the boundaries of the Cape Winelands District Municipality in the Western Cape Province. ICTNetworks provides the ICTNetworks Services under its Class Electronic Communications Service licence. ICTNetworks does not construct or operate an electronic communications network outside that area, and where an ICTNetworks Service is delivered to a Customer by means of network infrastructure which ICTNetworks does not itself operate, that infrastructure is provided by a network operator licensed by the Authority and contracted by ICTNetworks for that purpose.

4. **AMENDMENT OF THE ICTNETWORKS STANDARD TERMS AND CONDITIONS**

4.1 ICTNetworks reserves the right to amend its standard terms and conditions from time to time, if applicable, subject to the provisions of the Consumer Protection Act, 68 of 2008.

4.2 ICTNetworks will publish the amended terms and conditions on the ICTNetworks website www.ictnetworks.co.za, which amendment, from date of such publication, will thereafter be deemed to be incorporated into the Agreement, provided that, where the Customer is a Consumer, no Material Amendment shall take effect until 30 (thirty) days after written notice thereof has been given to the Consumer, who may within that period terminate the Agreement without penalty as contemplated in clause 8.4. Written notice of an amendment may be given by e-mail to the Customer's nominated e-mail address, by a notation on or a notice accompanying the Customer's Invoice, or by both. A "Material Amendment" is an amendment which increases the Charges payable by the Consumer (other than an increase effected under clause 12.17 or 12.18), reduces or withdraws an ICTNetworks Service, imposes a new or more onerous obligation or liability on the Consumer, or reduces a right or remedy of the Consumer under the Agreement. Corrections, clarifications, amendments required by law, by the Authority or by a supplier of ICTNetworks, and amendments which are neutral or favourable to the Consumer are not Material Amendments. Where a Material Amendment is required by law, by the Authority or by a supplier of ICTNetworks on less than 30 (thirty) days' notice to ICTNetworks, ICTNetworks will give the Consumer as much notice as is reasonably practicable in the circumstances, and the Consumer's period to terminate under clause 8.4 will run from the date of that notice.

5. **CREDIT REFERENCING**

5.1 The Applicant and each surety (if applicable) give ICTNetworks express permission to carry out general and specific credit reference enquiries about the Applicant who has applied for ICTNetworks Services or Selected SE. In addition, the Applicant and Customer expressly gives ICTNetworks permission to check the correctness of any of the information supplied by the Applicant when applying for a service.

5.2 The Customer and each surety (if applicable) hereby consent to ICTNetworks conducting credit enquiries and obtaining credit information from time to time, both prior to the conclusion of this agreement and on an ongoing, intermittent basis for as long as any obligations remain outstanding in terms hereof. Such enquiries may include, but are not limited to, requests for information from credit bureaux, financial institutions, trade references and any other relevant third parties.

5.3 The Customer and each surety further consent to ICTNetworks recording and transmitting information concerning their payment behaviour and creditworthiness to registered credit bureaux and other credit grantors. In the event of the Customer's default, ICTNetworks shall be entitled to list adverse credit information relating to the Customer and/or any surety with any registered credit bureau in accordance with applicable law, provided that not less than 20 (twenty) Business Days' prior written notice of the intention to do so has been given to the Customer and, where applicable, the surety, and provided further that no such listing shall be made while a bona fide dispute or complaint in respect of the amount concerned is being investigated.

5.4 The Customer and each surety acknowledge that such information may be used by credit bureaux and other credit providers in assessing their creditworthiness and risk profile.

5.5 The ICTNetworks undertakes that all credit information will be processed in accordance with applicable legislation, including the National Credit Act, 2005 and the Protection of Personal Information Act, 2013.

6. **WARRANTY BY APPLICANT**

6.1 THE APPLICANT WARRANTS AND REPRESENTS THAT ALL INFORMATION SUPPLIED BY IT IN APPLYING FOR THE ICTNETWORKS SERVICE AND WHERE APPLICABLE THE SELECTED SE, IS TRUE, CORRECT AND COMPLETE AND INDEMNIFIES AND HOLDS ICTNETWORKS HARMLESS AGAINST ALL CLAIMS, OF WHATSOEVER NATURE, THAT MAY ARISE, DIRECTLY OR INDIRECTLY, AS A RESULT OF THE APPLICANT OR ITS AGENT PROVIDING ICTNETWORKS WITH ANY INCORRECT INFORMATION.

6.2 ICTNetworks will use the Applicant's/Customer's information strictly in accordance with the Regulations promulgated in terms of Section 69 of the Act, being Regulation 1740 headed: Code of Conduct for electronic communications and electronic communications network services licenses (Government Gazette No. 30553) and Regulation 3.8 which states as follows:

Licensees must protect the confidentiality of consumer information, and in particular, must (a) use the information only for the purpose permitted or required, (b) report or release that information only to the consumer or prospective consumer, (c) only release that information to another person:

(1)

(i) when directed by the written instruction of the consumer or prospective consumer, or

(ii) when directed by an order of a court.

(2) during the process of collection of debts owed to the licensees to accredited debt collection agencies.

(i) by the licensees' auditors for the purpose of auditing their accounts.

(ii) in terms of any applicable law.

7. MEANINGS OF CERTAIN WORDS AND PHRASES

7.1 This section sets out the meaning of certain words and phrases, which are used throughout the Agreement. To enable the Customer to read and understand the contents of the Agreement, the Customer must first understand the meanings of these words and phrases.

7.2 Unless it appears differently from the context or under this clause 7, words, terms and phrases used in the Agreement shall have the same meaning as the definitions set out in the Electronic Communications Act, 36 of 2005 (Act) and under ICTNetworks's Class Electronic Communications Service (CECS) and Class Electronic Communications Network Service (CECNS) Licences (Licence Nos. 3020/CECS/Apr/2025 and 3020/CECNS/Apr/2025) issued by the Authority in respect of the Cape Winelands District Municipality, which Act, and related content can be viewed on the ICASA Website at https://www.icasa.org.za/ under the heading "Legislation".

7.3 Words importing the singular shall include the plural and vice versa.

7.4 Words denoting persons shall include natural human beings, legal entities and unincorporated associations of persons, and vice versa.

7.5 The headings in these terms and conditions shall not affect their interpretation.

7.6 In addition to the above provisions, unless inconsistent with the terms set out under the acts and/or license referred to under clause 7.2 or otherwise indicated by the context, the words and phrases set out below shall mean as follows:

- "**Abortive costs**" has the meaning as set out in clause 12.5.8;
- "**Act**" means the Electronic Communications Act 36 of 2005, as amended from time to time, and any regulations, as may be amended or replaced from time to time, which Act, amongst other things, regulates the telecommunications industry and related sectors and the provision by them of certain electronic communications network services and electronic communication services. The Act and related content can be viewed on the ICASA Website at https://www.icasa.org.za/";
- "**Agreement**" means the Service Agreement, the Tariff List, and these terms and conditions which will apply to the Customer, in respect of the ICTNetworks Services and Selected SE, together with any Renewal Addendum (where applicable);
- "**Applicable Law**" means any of the following, to the extent it applies to ICTNetworks, the Customer or the Goods and Services:
  (i) any statute, regulation, by-law, ordinance or subordinate legislation in force from time to time;
  (ii) the common law and the law of equity;
  (iii) any binding court order, judgment or decree;
  (iv) any applicable industry code, policy or standard enforceable by law; and
  any applicable direction, rule, pronouncement, policy or order that is given by a regulator.
- "**Applicant**" means the person whose details are reflected on the Service Agreement, whether captured on paper, or via electronic means such as voice recordings, computer generated and captured data or similar means;
- "**Authority**" means the Independent Communications Authority of South Africa established in terms of section 3 of the Independent Communications Authority of South Africa Act, 2000 and its successors who govern and oversee the telecommunications and electronic communications industry;
- "**Basic telephone service**" means an electronic communications service comprising technical features, which are the minimum necessary to allow the establishment of a telephony channel for the purpose of providing an electronic communications service in order to convey voice grade signals between two items of SE connected to the Network;

- "**Business Day**" means Monday to Friday, excluding Saturday and Sunday and excluding any public holiday as defined under the Public Holiday Act, 36 of 1994;
- **"Calendar Month"** means a period commencing on the first day of a month and ending on the last day of that same month, irrespective of the number of days in such month;
- "**Connection date**" means the date when ICTNetworks installs the Connections at the Customer's premises where the ICTNetworks Service will be used, which allows the Customer to utilize the ICTNetworks Services and Selected SE or the SE;
- "**Connections**" means the licensed ECNS Connections, which ICTNetworks or an ICTNetworks supplier or contractor, will install at the Customer's premises as reflected under the Service Agreement, which allows the Customer to use the ICTNetworks Service, through the service provider;
- "**Consumer**" means a Customer who is a "consumer" as defined under section 1, section 6 and Regulation GN 294 of 2011 of the CPA;
- "**Charges**" means the amounts charged by ICTNetworks in respect of the Selected SE, where purchased or leased from ICTNetworks, and the ICTNetworks Services, which charges are set out under the Tariff List or as notified by ICTNetworks from time to time, and which Charges will be set out under the Invoice which will be submitted to the Customer in terms of the Agreement;
- "**Commencement date**" means the date when ICTNetworks has processed the Application and notified the Customer that it has agreed to provide the Customer with the ICTNetworks Services and where applicable the Selected SE;
- "**CPA**" means the Consumer Protection Act, 68 of 2008, as amended and any regulations published in terms thereof, as amended or replaced from time to time;
- "**Credit referencing procedure**" means the procedure set up by ICTNetworks to determine the creditworthiness of an Applicant;
- "**Customer**" means the Applicant and/or person/entity who has applied for, and who ICTNetworks has agreed to provide, the ICTNetworks Services and Selected SE, where applicable, and who will be liable for the payment of the Charges and for compliance with the Agreement. Customer will also include "Subscriber" and "End-user" as defined in section 1 of the Act;
- "**Due date**" means the date on which any amounts owed by Customer to ICTNetworks in respect of the ICTNetworks Services and the Selected SE, where applicable, become due and payable, and which is printed on the Invoice;
- "**Electronic Communications**" means the emission, transmission or reception of information, including without limitation, voice, sound, data, text, video, animation, visual images, moving images and pictures, signals or a combination thereof by means of magnetism, radio or other electromagnetic waves, optical, electromagnetic systems or any agency of a like nature, whether with or without the aid of tangible conductor/conduit, but does not include content service as defined in section 1 of the Act;
- "**Electronic Communications Network**" or "**ECN**" means any system of electronic communications facilities (excluding Selected SE and SE), as defined under section 1 of the Act, including without limitation satellite systems; fixed systems (circuit- and packet-switched); mobile systems; fibre optic cables (undersea and land-based); electricity cable systems (to the extent used for electronic communications services); and other transmission systems, used for conveyance of electronic communications;
- "**Electronic Communications Network Servic**e" or "**ECNS**" means a service as defined under section 1 of the Act, whereby a person makes available an electronic communications network, whether by sale, lease or otherwise, for that person's own use for the provision of an electronic communications service or broadcasting service; to another person for that other person's use in the provision of an electronic communications service or broadcasting service; or for resale to an electronic communications service licensee, broadcasting service licensee or any other service contemplated in the Act, and 'network services' is construed accordingly;
- "**Electronic Communications Service**" or "**ECS**" means any service provided to the public, sections of the public, the State, or the Customers to such service, which consists wholly or mainly of the conveyance by any means of electronic communications over an electronic communications network, but excludes broadcasting services;
- "**Exchange connection**" means the line that connects a main telephone service to an exchange which is also referred to as a private branch exchange line (PBX line) when terminated in a private branch exchange (PBX) or in any other type of telephone system;

- "**Fixed Term Agreement**" means an Agreement concluded by ICTNetworks with a Customer which is in excess of a one month period, as selected by the Applicant under the Service Agreement, and which for any avoidance of doubt will be limited in the case of a Consumer, to a maximum period of 5 (five years) together with any renewed period or term as requested by the Consumer in accordance with options granted by ICTNetworks to the Consumer;
- "**ICTNetworks**" means ICTNetworks (Pty) Ltd, Registration number 2005/010450/07, a private company incorporated in terms of the laws of the Republic of South Africa;
- "**ICTNetworks Services**" means the electronic communication services, as selected by the Customer under the Service Agreement, which ICTNetworks will provide to the Customer in terms of the Agreement;
- "**Initial Period**" means the number of months which the Customer has selected under the Service Agreement under the line item "contract period" for which the Agreement will run, which period will start running on the Connection date;
- "**Individual Consumer**" means a Consumer who is natural person;
- "**Interest rate**" means the interest rate determined by ICTNetworks from time to time levied on any outstanding amounts due to ICTNetworks which will not exceed the maximum rate allowed under the National Credit Act, 34 of 2005 and provided that the said rate shall be uniformly applied to all amounts outstanding and due;
- "**Invoice**" shall mean the notification of Charges sent to the Customer setting out all amounts due and owing to ICTNetworks by the Customer in respect of the ICTNetworks Services and/or where applicable, the Selected SE;
- "**Migration**" means the Customer's election to change the ICTNetworks Services and or Selected SE received under the Agreement to another, which if accepted by ICTNetworks will give rise to a review and amendment of the Charges;
- "**Minimum Service Standards**" means the minimum service standards for end users and subscribers set by the Authority (ICASA), housed under the Act, titled Regulations Setting Out The Minimum Standards For End-User And Subscriber Service Charters, GNR.774 of 24 July 2009, Government Gazette no 32431, as amended or replaced from time to time;
- "**Month to Month Agreement**" means the Agreement, which has been concluded between ICTNetworks and the Customer, which will run on a month to month basis and which is capable of being terminated by either party on 1 (one) month written notice, which option the Customer has selected under the Service Agreement under the line item "contract period", or being the default contract term once a fixed term agreement between ICTNetworks and the Customer has expired, which the Customer chose not to renew or cancel;
- "**Network**" means the electronic communications network used by ICTNetworks to render electronic communications services in terms of ICTNetworks's Class Electronic Communications Service and Class Electronic Communications Network Service Licences or supplied by another ECS licence holder contracted to supply such services for an on behalf of ICTNetworks;
- "**Office hours**" means ICTNetworks normal business hours, as determined by ICTNetworks from time to time, currently being Monday to Friday, 8h00 to 17h00, but excluding public holidays;
- "**Parties**" means collectively, ICTNetworks and the Customer;
- "**Personal Data**" means all personal details conveyed to ICTNetworks by the Applicant/Customer such as his/her identity, whereabouts, credit levels, financial status, earning capabilities, family members, likes, preferences and dislikes, which are required in order to process the application and required to determine current and future customer requirements;
- "**Private branch exchange (PBX) switching unit**" means a telephone-switching unit installed on the Customer's premises, or intended for such an installation, that is capable of being connected to an Electronic Communications Network by means of one or more exchange connections. Such a unit functions as an intermediary switching device for traffic between exchange Connections and extension circuits of the PBX (extensions), or between those extensions;
- "**Private electronic communications network**" or "**PECN**" means an electronic communications network used primarily for providing electronic communications for the owner's own use as envisaged in Section 6 (2) (c) of the Act;
- "**Regulations**" means any regulations promulgated in terms of section 95 of the Act;
- "**Renewal period**" means the additional number of months which the Parties have agreed to renew the Agreement for, as set out under the Renewal Addendum/Service Agreement, which period will start on the day following the last day of the Initial Period, where applicable;

- "**Renewal Addendum**" means the renewal agreement concluded by the Parties, which sets out the additional terms applicable to the Renewal period;
- "**RICA**" means the Regulation of Interception of Communications and Provision of Communication-related Information Act 70 of 2002, as amended/replaced from time to time, and its related provisions, which apply to ICTNetworks and to the Customer;
- "**SE**" means the equipment used by Customers to access, use or receive electronic communications services or the ICTNetworks Services and as defined in section 1 of the Act
- "**Selected SE**" means the equipment used by Customers to access, use or receive electronic communications services or the ICTNetworks Services and as defined in section 1 of the Act, which SE is leased or purchased by the Customer from ICTNetworks in terms of the Agreement;
- "**Service Agreement**" means the official ICTNetworks Service Order Form, which is completed by the Applicant in writing, electronically or telephonically, which houses the Applicant's details and the Applicant's/Customer's request that ICTNetworks provide it with certain ICTNetworks Services and/or the Selected SE;
- "**Standard terms and conditions**" mean the standard terms and conditions as described in this Agreement and any annexures or amendments thereto and the word "**conditions**" shall bear the same meaning;
- "**Tariff List**" means the list of Charges levied by ICTNetworks in respect of the ICTNetworks Services and where applicable the Selected SE, as amended from time to time, and payable to ICTNetworks by the Customer; and
- "**Terminal connection equipment**" or "**TCE**" means the electronic communications equipment and/or electronic communication facility on which ICTNetworks terminates Electronic Communication Service(s).

7.7 The Customer is to note that the provisions of the Electronic Communications and Transactions Act, 25 of 2002 (ECTA) shall apply, the Parties expressly agreeing:

7.7.1 that where a provision of the Agreement requires that a document must be signed or initialled, that signing or initialling may be effected in any manner recognized by law, including the use of an electronic signature, as defined in ECTA, ICTNetworks in this regard will take reasonable measures to prevent the use of the Consumer's electronic signature for any purpose other than the signing or initialling of the particular document that the consumer intended to sign or initial; and

7.7.2 that where anything is required to be in writing, unless expressly stipulated to the contrary by ICTNetworks, any electronic communication, including an SMS, telephonic call or electronic message such as an email, exchanged between the Parties, will meet this requirement.

7.8 The Customer is to note that when a particular number of days is provided for between the happening of one event and another, the number of days must be calculated by:

7.8.1 excluding the day on which the first such event occurs;

7.8.2 including the day on or by which the second event is to occur; and

7.8.3 excluding any public holiday, Saturday or Sunday that falls on or between the days contemplated in clauses 7.8.1 and 7.8.2 respectively.

8. AGREEMENT TO CONTRACT AND APPLICATION OF THESE TERMS AND CONDITIONS

8.1 This clause confirms that you, the Customer, have asked ICTNetworks to provide you with certain electronic communication services and equipment, which you selected when you completed the Service Agreement. ICTNetworks has agreed to provide you with the selected services and equipment, but these will be provided on condition that you will comply with the terms and conditions set out under the Agreement.

8.2 The Customer accepts and agrees that the terms and conditions set out under the Agreement will become binding on it once ICTNetworks has processed the Service Agreement and agreed to provide the Customer with the ICTNetworks Services and where applicable, the Selected SE.

8.3 ICTNetworks reserves the right to amend these terms and conditions from time to time. ICTNetworks will give written notice to each Consumer of such amendments and will place the amended terms and conditions on ICTNetworks website www.ictnetworks.co.za and, where required by law or by the Authority, notify the Authority thereof, which amendment will be deemed to be incorporated into the Agreement and bind the Customer from the date of its publication on ICTNetworks's website, subject to clause 4.2.

8.4 Where, as a result of any amendment anticipated under clause 8.3, a Consumer is of the view that such amendment is to its detriment, the Consumer may terminate the Agreement without penalty provided that it gives ICTNetworks 20 (twenty) Business days' notice in writing of its election to terminate the Agreement. Where a Consumer terminates the Agreement as per his rights under this clause 8.4, such termination will be WITHOUT PENALTY, SAVE WHERE THE CONSUMER HAS BEEN GIVEN OR HAS PURCHASED BUT NOT YET PAID FOR, SELECTED SE. IN SUCH A CASE THE CONSUMER WILL HAVE A LEGAL DUTY, AND ICTNETWORKS WILL HAVE A LEGAL RIGHT TO DEMAND FROM THE CONSUMER, FULL PAYMENT IN RESPECT OF THE SELECTED SE, LESS ANY AMOUNTS WHICH HAVE ALREADY BEEN PAID TO ICTNETWORKS IN RESPECT THEREOF PRIOR TO SUCH TERMINATION.

9. PROCESSING OF PERSONAL INFORMATION, RIGHTS TO PRIVACY AND RICA

9.1 ICTNetworks and the Customer shall each comply with the Protection of Personal Information Act, 2013 ("POPIA") and all other applicable data protection laws of the Republic of South Africa in respect of any personal information processed in connection with the Agreement. In respect of the personal information that it collects and processes about the Customer, ICTNetworks acts as the responsible party. The words "personal information", "processing", "responsible party", "operator", "data subject" and "Information Regulator" bear the meanings given to them in POPIA.

9.2 The Customer's personal information will be collected and processed in accordance with ICTNetworks Privacy Policy, which can be accessed at https://ictnetworks.co.za/privacy-policy/. The Privacy Policy forms part of the Agreement and sets out in more detail how ICTNetworks collects, uses, stores, shares and protects personal information.

9.3 ICTNetworks will process the Customer's personal information lawfully and in a reasonable manner that does not infringe the Customer's privacy. Such personal information will be collected for the specific, explicitly defined and lawful purposes connected to the conclusion, administration, performance, enforcement and termination of the Agreement, and will not be processed further in a manner incompatible with those purposes, save where required or permitted by law. ICTNetworks will process only personal information that is adequate, relevant and not excessive having regard to those purposes, and will process such information in accordance with the requirements of its Class Electronic Communications Service and Class Electronic Communications Network Service Licences.

9.4 ICTNetworks will secure the integrity and confidentiality of personal information in its possession or under its control by taking appropriate, reasonable technical and organisational measures to prevent the loss of damage to or unauthorised destruction of personal information and unlawful access to or processing of personal information. ICTNetworks will maintain and update such measures as reasonably required to address foreseeable risks.

9.5 Where ICTNetworks authorises an operator or other third party to process personal information on its behalf, ICTNetworks will ensure that such operator processes the personal information only with ICTNetworks knowledge or authorisation, treats it as confidential, and is bound by a written agreement requiring the operator to establish and maintain the security measures referred to in clause 9.4.

9.6 The Customer, and any other data subject whose personal information is processed under the Agreement, is entitled, subject to POPIA, to request access to the personal information that ICTNetworks holds about it, to request the correction or deletion of such personal information, to object on reasonable grounds to its processing, and to lodge a complaint with the Information Regulator. Any such request or query may be directed to ICTNetworks's Information Officer at the contact details set out in ICTNetworks's Privacy Policy or on ICTNetworks's website at www.ictnetworks.co.za

9.7 Where there are reasonable grounds to believe that the personal information of a data subject has been accessed or acquired by an unauthorised person, ICTNetworks will notify the Information Regulator and the affected data subject as soon as reasonably possible after the discovery of the compromise, unless the identity of the data subject cannot be established or a public body responsible for the detection of offences directs otherwise.

9.8 ICTNetworks will not retain personal information for longer than is necessary to achieve the purposes for which it was collected and processed, unless the retention is required or authorised by law, is reasonably required by ICTNetworks for lawful purposes related to its functions or activities, or the Customer has consented to the retention. Once the personal information no longer needs to be retained, ICTNetworks will destroy, delete or de-identify it as soon as reasonably practicable.

9.9 To the extent that either party provides personal information relating to its directors, officers, employees, representatives, customers or any other data subjects to the other party, it warrants that it is lawfully entitled to do so and that all notices have been given and all consents and authorisations required by law have been obtained. Any personal information disclosed under the Agreement will be treated as confidential information, and the obligations contained in this clause 9 will survive the termination of the Agreement.

9.10 The Customer warrants and represents that all information supplied by it is true, correct and complete, and indemnifies and holds ICTNetworks harmless against all claims, of whatsoever nature, that arise, directly or indirectly, as a result of any incorrect, incomplete or misleading information being furnished by the Customer.

9.11 ICTNetworks, at any time, reserves the right to make general credit reference enquiries about the Customer and to check the correctness of the information that has been supplied.

9.12 ICTNetworks shall also be entitled to furnish any information relating to the Customer's account and compliance with these conditions to any registered credit bureau.

9.13 The Customer must comply with RICA, which requires ICTNetworks to record and verify the Customer's particulars before it is able to activate any communication service or device. The Customer must accordingly provide ICTNetworks with full and accurate registration information, including its full names, identity or registration number and residential, business or postal address, together with any supporting documentation that ICTNetworks may reasonably require, and must promptly notify ICTNetworks in writing of any change to such information. ICTNetworks may refuse to activate, or may suspend, a service or device until the Customer has complied with its obligations under RICA.

9.14 The Customer acknowledges and accepts that, where it does not comply with the provisions of this clause 9, this will amount to a material breach of the Agreement, which will entitle ICTNetworks to cancel the Agreement and to claim damages as a result of the cancellation.

9.15 The Customer also acknowledges and accepts that, where it does not comply with the provisions set out under this clause 9 relating to RICA, this will constitute a breach of RICA and may give rise to a criminal charge and sanction being imposed against the Customer in accordance with RICA.

10. DURATION, RENEWAL AND TERMINATION FOR NO CAUSE

10.1 The clause sets out how long the Agreement will run for and your rights to cancel the Agreement.

10.2 Notwithstanding the Connection date, the Agreement will start on the Commencement date and will carry on for either the Initial Period or on a Month to Month basis, as selected by the Customer under the Service Agreement and for any Renewal Period, where renewed by the Customer, save for where the Agreement is terminated earlier by either of the Parties in accordance with their respective rights set out under this Agreement.

10.3 On expiration of the Initial Period, the Customer will have the right to terminate the Agreement by giving ICTNetworks written notice (to be sent to cancellations@ictglobe.net), at least 1 (One) calendar month prior to expiration of the Initial Period, of its election to terminate the Agreement or enter into a Renewal Addendum or complete a new Service Agreement, which Renewal Addendum or Service Agreement will set out the Renewal Period, and the applicable terms and conditions pertaining to such renewal. ICTNetworks will notify Individual Customers, who have concluded a fixed term agreement with ICTNetworks, not more than 80 nor less than 40 business days prior to the date of expiry of the Initial Period of the impending expiry of their fixed term agreement as per Section 14(2)(c) of the Consumer Protection Act, 2008.

10.4 Should a Customer fail to notify ICTNetworks of its election to terminate or renew the Agreement, and more in particular where a Consumer fails to notify ICTNetworks of its election to either terminate or renew the Agreement as permitted under section 14 of the CPA, then the Agreement will continue on a month-to-month basis on the same terms and conditions as contained under the Agreement except for the adjustment of the charges associated with the month-to-month term and subject always to any variations in accordance with the Tariff List. Any month-to-month Agreement as envisaged in terms of this clause may be terminated by either party by giving 1 (One) calendar month written notice to the other party (notice by the Customer to be sent to cancellations@ictglobe.net). **Clauses 10.3 and 10.4 shall be applicable to all Customers, whether falling within the definition of Consumer or not.**

10.5 Where the Customer cancels or varies any of the ICTNetworks services, and/or the Selected SE as selected under the Service Agreement, which cancellation is not as a result of any breach on the part

of ICTNetworks, before the connection date, in whole or in part, ICTNetworks will have the right to charge the Customer all abortive costs which ICTNetworks has incurred as a result of the cancellation or variation, which amount shall be payable by the Customer on demand.

10.6 The Individual Consumer will have the right to terminate the Fixed Term Agreement, for no particular reason or cause, at any time, provided the Consumer gives ICTNetworks at least 3 (Three) Calendar months' or, where the Customer is a Consumer as defined in the CPA, 20 (twenty) Business Days' (or such shorter notice period as may be required by the supplier of the service to ICTNetworks) written notice (to be sent to cancellations@ictglobe.net), calculated from the 1st Business Day of the month immediately succeeding the month wherein notice was received, of its election to terminate the Agreement, which termination will be subject to payment of a cancellation fee, which will be determined and calculated at the time when the notice to terminate is given by the Consumer using the guidelines set out under section 14 and regulation 5(2) of the CPA, and which, in the case of a Customer who is not a Consumer, shall include the monthly charges for the remainder of the term of the Fixed Term Agreement as well as any Deferred Installation Charges, if applicable, and, in the case of a Consumer, shall not exceed a reasonable amount determined in accordance with regulation 5(2) of the CPA after allowing a reasonable credit for the unexpired portion of the term. This clause shall be applicable to all Customers, whether falling within the definition of Consumer or not, save that the provisions specific to Consumers apply to Consumers only.

10.7 Should the Individual Consumer elect to terminate the Agreement earlier than anticipated, as envisaged and permitted under clause 10.6, I.E. BEFORE THE EXPIRATION OF THE INITIAL PERIOD, then on receipt of the termination notice, ICTNetworks will advise the Individual Consumer of the amounts which are still owed to it, namely all the arrears amounts owing to ICTNetworks in terms of the Agreement up to date of termination, including any Deferred Installation Charges if applicable; and the cancellation fee, as determined by ICTNetworks as per the provisions of clause 10.6. The Consumer will pay ICTNetworks the amounts referred to under clause 10.6 by the Due date indicated on the Invoice setting out the arrears amounts and the cancellation fee.

10.8 Connectivity Product Specific Terms and Conditions:

10.8.1 FTTB - [insert link to the ICTNetworks FTTB terms and conditions]
10.8.2 FTTH - [insert link to the ICTNetworks FTTH terms and conditions]
10.8.3 LTE - [insert link to the ICTNetworks LTE terms and conditions]
10.8.4 Wireless – [insert link to the ICTNetworks Wireless terms and conditions]

11. INSTALLATIONS AND PROVISION OF THE ICTNETWORKS SERVICES

11.1 This clause sets out the type and quality of ICTNetworks Services and where applicable the Selected SE which ICTNetworks has agreed to provide you, the Customer with, who bears the risk of any misuse of the ICTNetworks Services and Selected SE and what will happen when the ICTNetworks Services are interrupted due to events/incidents which is beyond ICTNetworks control. It also covers your right to change the ICTNetworks Service, and ICTNetworks right to change your number or the ICTNetworks Services and or the Selected SE where required.

11.2 The ICTNetworks Service, including any Basic telephone service, is exclusive of any required SE, unless the Customer has expressly, under the Service Agreement, requested that ICTNetworks provide it with the Selected SE. The Selected SE will be either leased or sold to the Customer at the prices, fees or rates set out under the Tariff List or as notified by ICTNetworks to the Customer.

11.3 WHERE ANY SE IS REQUIRED FOR THE USE AND ENJOYMENT OF THE ICTNETWORKS SERVICES WHICH IS NOT PROVIDED BY ICTNETWORKS, THE CUSTOMER WILL BE RESPONSIBLE FOR INSTALLING SUCH SE AT ITS OWN RISK, COST AND EXPENSE.

11.4 ICTNetworks shall install the Connections required for the use of the ICTNetworks Services and where applicable, the Selected SE at the Customer's premises as set out under the Service Agreement, as requested by the Customer, against payment of the relevant installation fee and deposit, if applicable, as set out in the Tariff List or as quoted by ICTNetworks.

11.5 ICTNetworks shall make reasonable endeavours to meet the installation date as requested by the Customer. However it is a condition of the Agreement that ICTNetworks gives no undertakings that it will be able to meet any installation date requested by the Customer, the Customer accepting that ICTNetworks will install the Connections required for the use of the ICTNetworks Services and where applicable the Selected SE when it is in a position to do so, which will depend on the availability of spares, parts and service providers or ICTNetworks contractors, whatever the case may be.

11.6 ICTNetworks will give the Customer notice of the installation date once it has received the Selected SE and secured the services of its ICTNetworks contractors and service providers for the purposes of installing the Connections and selected SE.

11.7 ICTNetworks will ensure that it complies with all installation requirements set out under the Minimum Standard in so far as installation of the Connections and the Selected SE is concerned.

11.8 ICTNetworks duty to physically install the Connections required for the use of the ICTNetworks Services and where applicable the responsibility to install the Selected SE or SE will terminate once the Connections and where applicable the Selected SE or SE have been supplied, installed and the Customer is able to receive, via the Selected SE, the ICTNetworks Services.

11.9 Without prejudice to any other claims or remedies which ICTNetworks may have against the Customer in terms of this Agreement or in law, specifically those set out in clause 17.9 below, ICTNetworks may commence levying the applicable Charges if the Customer has delayed the installation of the Selected ICTNetworks Service or SE for longer than 3 (Three) months.

11.10 Only SE that has been type approved by the Authority may be used in conjunction with the ICTNetworks Service, which SE must have all the technical and operational characteristics and modifications of the type that has been approved.

11.11 If the SE is modified, it may not be used in conjunction with the ICTNetworks Service until such time that the Authority has approved the modification.

11.12 ICTNETWORKS RESERVES THE RIGHT TO DISCONNECT FROM THE NETWORK AND SUSPEND OR TERMINATE THE ICTNETWORKS SERVICE, WHERE ANY SE THAT HAS NOT BEEN APPROVED BY THE AUTHORITY OR THAT HAS BEEN LICENSED OR APPROVED BUT HAS BEEN MODIFIED WITHOUT THE APPROVAL OF THE AUTHORITY IN TERMS OF SECTION 35 OF THE ACT HAS BEEN USED IN CONNECTION WITH THE ICTNETWORKS SERVICES OR WHERE THE SE HAS BEEN INCORRECTLY INSTALLED OR CONNECTED TO THE CONNECTIONS AND THE CUSTOMER INDEMNIFIES ICTNETWORKS AGAINST ANY LIABILITY, LOSS OR DAMAGE WHICH ICTNETWORKS AND/OR THE CUSTOMER MAY INCUR AS A RESULT OF THE UNLAWFUL OR INCORRECT USAGE OF SUCH SE OR THE INCORRECT INSTALLATION OF THE SE, WHAT EVER THE CASE MAY BE.

11.13 A PBX switching unit may only be connected to the Network, if it has been installed, or modified after installation, and/or commissioned by ICTNetworks or by a person duly licensed by the Authority to install, modify, and/or commission such equipment, as the case may be.

11.14 If the Customer is not the owner of the premises where the ICTNetworks Service, and/or where applicable, the Selected SE is to be installed, the Customer must prior to any installation by ICTNetworks, AT ITS OWN COST AND EXPENSE, OBTAIN WRITTEN PERMISSION FROM THE OWNER OF SUCH PREMISES FOR ANY SUCH INSTALLATION AND THE CUSTOMER INDEMNIFIES ICTNETWORKS AGAINST DAMAGES OR CLAIMS RESULTING FROM THE FAILURE TO OBTAIN SUCH PERMISSION INCLUDING ALL AND ANY ABORTIVE COSTS WHICH MAY HAVE TO BE INCURRED BY ICTNETWORKS SHOULD ICTNETWORKS HAVE TO REMOVE ANY CONNECTIONS AND / OR THE SELECTED SE FROM THE PREMISES.

11.15 The Customer must at its own cost and expense provide suitable and adequate electrical power supply as may be required for the proper functioning of the Connections and the Selected SE or SE.

11.16 THE CUSTOMER MUST AT ITS OWN COST AND EXPENSE ENSURE THAT OPTIMUM ENVIRONMENTAL CONDITIONS AS MAY BE REQUIRED FOR THE PROPER MANAGEMENT AND/OR FUNCTIONING OF THE CONNECTIONS AND THE SELECTED SE OR SE ARE PROVIDED, SUCH AS ADEQUATE VENTILATION, LIGHTING AND WALL/RACK SPACE.

11.17 Where an exchange connection or group of exchange connections rented by the Customer is used to such an extent that the number of calls to such lines cannot be completed because of engaged conditions become such that it causes an undue overload of the exchange, ICTNetworks will notify the Customer in writing of the need to increase the number of exchange connections by a specified amount. Where the Customer fails to allow the installation of the additional exchange connections indicated in the notification, ICTNetworks may suspend the ICTNetworks Service, until such time as the Customer has contacted ICTNetworks and has made arrangements for the installation of additional exchange connections. ICTNETWORKS TAKES NO RESPONSIBILITY FOR THE QUALITY OF THE ICTNETWORKS SERVICE, WHICH MAY RESULT FROM ANY CIRCUMSTANCES AS ENVISAGED IN TERMS OF THIS CLAUSE.

11.18 WHILST ICTNETWORKS PROVIDES THE SERVICES HEREIN, ICTNETWORKS HEREBY EXPRESSLY ADVISES THE CUSTOMER THAT ICTNETWORKS DOES NOT OPERATE IN ISOLATION BUT INSTEAD RELIES ON FUNCTIONALITIES, EQUIPMENT AND/OR INFRASTRUCTURE WHICH ARE PROVIDED BY A NUMBER OF

SERVICE PROVIDERS WHO PROVIDE SEPARATE BUT INTERRELATED AND CONNECTED SERVICES WHICH AS A WHOLE, ALLOWS THE ECN/NETWORK, THE SELECTED SE AND SE TO FUNCTION. THESE SERVICE PROVIDERS OPERATE AS INDEPENDENT SERVICE PROVIDERS WHO ARE NOT NECESSARILY CONTRACTED BY ICTNETWORKS AND THE CUSTOMER ACCEPTS AND ACKNOWLEDGES THIS FACT.

11.19 WHILST ICTNETWORKS WILL COMPLY WITH AND MEET THE MINIMUM SERVICE STANDARDS AND USE ITS BEST ENDEAVORS TO ENSURE THAT THE ICTNETWORKS SERVICES AND ANY SELECTED SE ARE OPERATIONAL AT ALL TIMES, ICTNETWORKS DOES NOT WARRANT THAT THE ICTNETWORKS SERVICES WILL BE OPERATIONAL ON A 24 (TWENTY FOUR) HOUR 365 (THREE HUNDRED AND SIXTY FIVE) DAYS PER YEAR BASIS, THIS BEING DUE TO THE NATURE OF THE TELECOMMUNICATIONS INDUSTRY AND THE NETWORK, WHICH IS DEPENDENT ON THE ACTIONS AND/OR INPUT OF A NUMBER OF INDEPENDENT SERVICE PROVIDERS WHOM ICTNETWORKS HAS NO DIRECT CONTROL OVER.

11.20 ICTNetworks will use its best endeavours to notify the Customer in advance of any failure of, or interruption to the ICTNetworks Services/Selected SE or the Connections and where applicable any required maintenance and repairs which may result from such failure, interruption or unavailability, where ICTNetworks is in a position to do this.

11.21 ICTNETWORKS IN ADDITION EXPRESSLY ADVISES AND THE CUSTOMER ACKNOWLEDGES AND ACCEPTS THAT THE CERTAIN SELECTED SE ARE NOT MANUFACTURED BY ICTNETWORKS BUT ARE MANUFACTURED BY THIRD PARTIES. IN MOST CASES, DUE TO THE PROVISIONS OF THE ACT READ TOGETHER WITH THE AUTHORITY CODE OF PRACTICE AND GUIDELINES, ICTNETWORKS WILL NOT BE IN A POSITION TO OPEN CERTAIN SELECTED SE OR TO TEST OR OPERATE THE SELECTED SE BEFORE THEY ARE HANDED TO THE CUSTOMER IN ORDER TO ENSURE THAT THEY ARE FIT FOR PURPOSE AND/OR ARE INTACT.

11.22 IN LIGHT OF THE DISCLOSURES HOUSED UNDER CLAUSES 11.18 TO 11.21, ICTNETWORKS EXPRESSLY STIPULATES AND THE CUSTOMER ACKNOWLEDGES THAT ICTNETWORKS CANNOT WARRANT OR GUARANTEE THAT THE ICTNETWORKS SERVICES AND/OR THE SELECTED SE WILL:

11.22.1 AT ALL TIMES BE FREE OF ERRORS OR INTERRUPTIONS;

11.22.2 ALWAYS BE AVAILABLE;

11.22.3 BE FIT FOR ANY PURPOSE;

11.22.4 NOT INFRINGE ON ANY THIRD-PARTY RIGHTS.

11.23 Notwithstanding the provisions of clause 11.22 above, ICTNetworks will use its best endeavours to notify the Customer in advance of any failure of, or interruption to the ICTNetworks Services Connections and/or the Selected SE and where applicable any required maintenance and repairs which may result from such failure, interruption or unavailability, where ICTNetworks is in a position to do so.

11.24 ICTNETWORKS AND THE CUSTOMER, AND MORE IN PARTICULAR THE CONSUMER, CONFIRM THAT THE PROVISIONS HOUSED UNDER CLAUSE 11 EXPRESSLY SET OUT THAT THE SELECTED SE AND THE ICTNETWORKS SERVICES ARE SOLD OR OFFERED IN A SPECIFIC CONDITION. IN LIGHT OF THE ABOVE DISCLOSURES, WHICH ARE PERMITTED UNDER SECTION 54(1) OR 55 (6) OF THE CPA, THE CUSTOMER, AND MORE IN PARTICULAR THE CONSUMER, ACKNOWLEDGES THAT IT WILL NOT BE ALLOWED TO:

11.24.1 withhold any amounts due and owing to ICTNetworks ; or

11.24.2 deduct any monies.

11.25 In respect of “dropped” or discontinued calls and/or connections or any temporarily unavailability of the ICTNetworks Services, the Connections or the Selected SE, including as an example, extra traffic on the Network, excessive use by users or technical problems which result in line congestion, fatigue and the general unavailability of the Network, except and to the degree that ICTNetworks is solely responsible for any such unavailability, or failure and in such case the Customer’s remedies will be limited, at the Customer’s election, to either having the defect remedied by ICTNetworks or the right to receive a refund from ICTNetworks of any reasonable portion of the price paid for the Selected ICTNetworks Services which have not been performed or which have not been available, having regard to the extent of the failure.

11.26 Furthermore, where the Connections or the Selected SE are defective, or faulty, then in such an event the Consumer’s rights will be limited to those set out under clause 14.

11.27 Notwithstanding anything to the contrary contained in the Agreement, the Customer acknowledges that it does not own the telephone number that is allocated to it in respect of the ICTNetworks Service or Selected SE, which number is owned by the Authority, and which has been allocated to ICTNetworks as per the provisions of the Act.

11.28 ICTNetworks reserves the right to change any number within the existing numbering plan, code, password, user identity or name allocated by ICTNetworks from time to time for use in connection with the ICTNetworks Services, the Selected SE or SE which change has been necessitated by the Authority who owns the number range and/or where ICTNetworks may have to change the aforementioned numbers if it changes its technology and/or due to other operational requirements and/or where a customer moves to another location which falls within a different exchange area and this necessitates a change to the numbering scheme. Adequate notice where possible will be provided to the Customer of the number change, the reasons therefore and the new number.

11.29 ICTNETWORKS WILL NOT BE LIABLE TO THE CUSTOMER OR ANY OTHER PERSON FOR ANY LOSS, DAMAGE OR COSTS (DIRECT, CONSEQUENTIAL OR OTHERWISE) WHICH MAY BE INCURRED IN CONSEQUENCE OF ANY CHANGE TO THE NUMBER AS ANTICIPATED AND SET OUT IN THIS CLAUSE 11.

12. **CHARGES AND PAYMENT**

12.1 This clause sets out the Charges which ICTNetworks is entitled to levy in respect of the use of the ICTNetworks Services and Selected SE which you, the Customer, have asked ICTNetworks to provide you with, its right to ask for a deposit and set credit limits and how the invoice will be paid by yourself once you receive it.

12.2 In return for the supply of and access to the ICTNetworks Services and the Selected SE, the Customer agrees and undertakes to pay to ICTNetworks the Charges as per the Tariff List or as advised by ICTNetworks and as set out under the Invoice.

12.3 ICTNetworks's preferred method of collecting the Charges is via debit order. In the event of the Customer not agreeing to a debit order and/or cancelling an existing debit order to pay via Electronic Funds Transfer ("EFT"), ICTNetworks shall charge the Customer the admin charge.

12.4 ICTNetworks will Invoice the Customer monthly in advance. Should the ICTNetworks Services commence during a specific month, the Customer will be billed pro-rata from the Commence date.

12.5 For the avoidance of doubt any Invoice, which will be submitted to the Customer, will set out and detail the following Charges, where applicable:

12.5.1 installation charge: the installation charge, and any other introductory charges which, at the Customer's option, may be deferred for the duration of the ICTNetworks Service ("Deferred Installation Charge") or, will be charged during the first month of the Agreement and levied as a once off initial charge in respect of the connection of the ICTNetworks Services and the Selected SE. **Deferred Installation Charges shall continue to be levied after the Initial Period and no refunds shall be allowed unless notice has been given of the termination of the ICTNetworks Service as provided for in 10.3 supra**;

12.5.2 reconnection charge: levied, where the Customer's right to use the ICTNetworks Services and Selected SE is suspended due to non-payment, and which fee is in respect of any restoration of the ICTNetworks Service or Selected SE, which fee shall be R250,00 (two hundred and fifty rand) excluding VAT, or such other amount as ICTNetworks may notify to the Customer in accordance with clause 12.17, shall be levied once per Service Agreement and not per individual service element, service number or extension, and is payable in advance, together with any outstanding amounts which are due to ICTNetworks and any deposit which ICTNetworks requests to be paid;

12.5.3 service charges: levied on each occasion for the provision of miscellaneous services requested by the Customer;

12.5.4 rental charges: levied periodically, usually on a monthly basis, in respect of the use and availability of the ICTNetworks Services and Selected SE and subject to a minimum rental period of one calendar month. Rental charges are payable in advance for the first and any subsequent rental period, with effect from the Connection date;

12.5.5 maintenance charges: levied periodically, usually on a monthly basis, or on performance, depending on the type of maintenance contract, for maintenance of the ICTNetworks Services and or Selected SE that ICTNetworks has contracted to provide to the Customer and which are not covered by the rental charge, which amounts are payable in advance for the first and any subsequent maintenance period, as from the date on which the maintenance contract is signed, or as performed, as the case may be;

12.5.6 cancellation fee: levied to recover any costs and/or damages incurred by ICTNetworks in respect of the Customer electing to terminate the Agreement as per the provisions of

clauses 10.5-10.7, or where the Agreement was terminated by ICTNetworks due to breach on the part of the Customer, specifically including any Deferred Installation Charges;

12.5.7 call/usage charges: levied on the use of the ICTNetworks Service or on any element thereof, where such use is metered. Calls are metered from the moment that a connection is established up until the moment it is terminated. Call charges are billed to the Customer at the end of each billing period and are payable on the due date of the Invoice;

12.5.8 Abortive costs: levied to recover abortive costs incurred by ICTNetworks in relation to the provision or maintenance of services. These will include, without limitation, the recovery of costs including any cost relating to the de-installation of the service (or any element or part thereof) that may result from changes to an application before the service is provided, or for work to repair faults caused by non-ICTNetworks equipment. Abortive Costs are billed to the Customer at the end of the billing period in which they are incurred and are payable on the due date of the Invoice;

12.5.9 interest on overdue amounts: any amount due by the Customer to ICTNetworks not paid on or before the Due date indicated on the Invoice, shall bear interest at the Interest rate, calculated from the Due date until date of actual payment thereof, provided that interest shall not be capitalised more often than monthly and that the total of the interest and other charges running contemporaneously shall not exceed the unpaid balance of the principal debt as at the time of default, in accordance with the in duplum rule and, where applicable, section 103(5) of the National Credit Act, 34 of 2005.

12.5.10 migration costs: levied in respect of any agreement reached by the Parties in respect of a Migration by the Customer; and

12.5.11 VAT: value added tax levied on the Charges as required under the Value Added Tax Act, 89 of 1991.

12.5.12 admin charge: levied monthly to recover costs incurred by ICTNetworks in relation to EFT payments made by Customers. These will include, without limitation, the recovery of costs associated with allocation of payments, requesting remittances to allocate correct payments, investigating unreferenced payments, telephonic follow-ups and actual banking charges.

12.6 ICTNetworks shall be entitled to levy and collect from the Customer the payment of a deposit, as determined by ICTNetworks in its sole discretion, and communicated to the Customer when ICTNetworks accepts the Customer's application and agrees to provide the Customer with the ICTNetworks Services and Selected SE, where applicable, which will be a pre-condition for providing the ICTNetworks Services and Selected SE. The deposit is to serve as security for payment of any amounts set out under the Invoice which are due to ICTNetworks by the Customer but not paid on Due date.

12.7 Where any amounts due to ICTNetworks by the Customer, are not paid on Due date, ICTNetworks shall have the right, without prejudice to any of its rights, to:

12.7.1 suspend the ICTNetworks Services and use of the Selected SE, provided that no suspension for non-payment shall be effected unless the Due date has passed, at least one payment reminder has been sent to the Customer after the Due date, and the Customer has thereafter been given written notice identifying the amount in arrears, the Invoices to which it relates and the date and time on which the suspension will take effect, which shall be not less than 48 (forty-eight) hours after the notice is sent to the Customer's nominated e-mail address (which notice shall, notwithstanding clause 19.4, be deemed to have been received when sent, if sent during Office hours on a Business Day, or otherwise at the start of Office hours on the next Business Day), and the Customer has failed by that date and time to pay that amount or to make a payment arrangement acceptable to ICTNetworks; and such suspension will remain in place until the Customer has paid all arrears amounts and Interest in full or such a payment arrangement has been concluded;

12.7.2 use the deposit (where one has been paid) to settle any amount due to ICTNetworks by the Customer together with interest thereon at the Interest rate, and

12.7.3 demand from the Customer:

12.7.3.1 the payment of a deposit where none has been paid;

12.7.3.2 payment of an additional or an increased deposit; and

12.7.3.3 payment of the reconnection charge provided for in clause 12.5.2 as a pre-condition for restoring the ICTNetworks Services.

12.8 ICTNetworks will periodically provide the Customer, usually on a monthly basis, with an account, which constitutes a statement in respect of the ICTNetworks Services and where applicable, in respect of the use of the Selected SE, and an Invoice for the amounts payable by the Customer. The invoice will at the Customer's election be sent by electronic means (email/MMS/etc.) at no charge to the customer or by mail, which may attract reasonable additional charges.

12.9 Detailed billing is available to the Customer and will be provided on request against the payment of the applicable service charge set out under the Tariff List.

12.10 Where ICTNetworks notices that there is a significant increase in call/usage charges since the Customer's last Invoice, ICTNetworks may, at its own discretion, issue to the Customer an Invoice outside the normal billing cycle, and/or demand immediate payment of any amounts due by the Customer in respect of such Invoice.

12.11 In the event that a faulty condition in the ECN which prevents an accurate determination of the number of units on which the call charges are determined for a billing period, the call charge for the period in question shall be set as the average call charge for the preceding 6 (six) billing periods (or lesser billing periods if the ICTNetworks Service has been provided for a shorter time).

12.12 The Invoice rendered by ICTNetworks to the Customer is on the face of it, and until the contrary is proved, (prima facie) proof of the amount due by the Customer to ICTNetworks. The Customer is, however, entitled to query or dispute any element of the Invoice in accordance with the provisions of this Agreement. All undisputed portions of the Invoice must, however, be paid by the Due date.

12.13 Disputes on Invoices must be lodged within 6 (six) months of the Invoice date, failing which the Invoice shall be deemed to have been accepted by the Customer as correct, save that this clause shall not apply to a Customer who is a Consumer and shall not preclude any Customer from lodging a complaint with the Authority in accordance with clause 16.

12.14 If ICTNetworks determines that the disputed amount is in error, ICTNetworks shall reverse the amount incorrectly debited, on the Customer's next Invoice. Should ICTNetworks, however, determine and inform the Customer, with written reasons, that the disputed amount was billed correctly, such payment shall be made by no later than the Due date of the next Invoice. No interest, penalty, late charge or collection step shall be levied or taken in respect of the disputed portion while the dispute is being investigated, and interest shall run on that portion only from the Due date of that next Invoice.

12.15 ICTNetworks will not suspend, disconnect or cancel any service, take any adverse collection step, levy any late charge or penalty, or list any adverse credit information, in respect of a disputed amount while a bona fide billing dispute relating to that amount is being investigated. The Customer remains liable to pay all undisputed amounts by the Due date, and the ICTNetworks may suspend the services in respect of those undisputed amounts in accordance with clause 12.7.1.

12.16 The Customer is liable for the payment of all Charges as reflected in the Invoice, extraordinary Invoice or interim Invoice, as the case may be.

12.17 ICTNetworks Services and SE are subject to an annual increase. The Customer shall be given not less than 30 (thirty) days' prior written notice of any such annual increase before it is given effect to. Where the Customer is a Consumer and the increase is material, the Consumer may terminate the affected service without penalty on written notice given before the increase takes effect.

12.18 In addition to the provisions of clause 12.17 above, the following provisions shall apply in relation to increases:

12.18.1 Connectivity Service Increases:
Connectivity services may be increased independently of the standard annual increase. Once a connectivity link has been increased, the associated charges will not be subject to ICTNetworks's annual increase.

12.18.2 Third-party initiated Increases:
Any price adjustments resulting from third-party vendors or suppliers will be implemented as received. ICTNetworks will give the Customer written notice of any such adjustment as soon as reasonably practicable after receiving notice of it from the vendor or supplier and, where the vendor or supplier has given ICTNetworks not less than 30 (thirty) days' notice, not less than 30 (thirty) days before the adjustment is effected. Where the vendor or supplier gives ICTNetworks less than 30 (thirty) days' notice, or no notice, the adjustment will be effected from the date on which it is applied to ICTNetworks and will be reflected on

the Customer's next Invoice, and ICTNetworks will notify the Customer in writing as soon as reasonably practicable thereafter. A Customer who is a Consumer may, within 30 (thirty) days of receiving notice of an adjustment under this clause, terminate the affected service without penalty on written notice.

12.18.3 Cancellations During Notice Period:
In the event that a customer cancels services within the official notice period of a price increase, the account will still be billed in accordance with the increased pricing as outlined in the formal notification.

12.18.4 Fixed term service agreements:
Entering into a fixed-term agreement (e.g., a 12-month contract) does not exempt the customer from third-party vendor or supplier related price increases. These adjustments will be applied as received from third-party service vendors or suppliers and communicated as stipulated above.

13. RISK AND OWNERSHIP

13.1 Ownership in and to the ICTNetworks Services and the Selected SE, where applicable, will remain vested in ICTNetworks unless the Customer has bought and paid for in full, the Selected SE.

13.2 Notwithstanding the provisions of clause 13.1, risk in and to the ICTNetworks Services and the Selected SE will pass to the Customer on the date of delivery of the Connections and the Selected SE to the Customer's premises, including risk of loss, theft, destruction or damage.

14. DEFECTS, LIABILITY, WARRANTIES, REPAIRS AND SUSPENSION OF THE ICTNETWORKS SERVICE

14.1 Consumer's Implied Warranty on Selected SE

14.1.1 ICTNetworks expressly stipulates and the Consumer acknowledges that ICTNetworks provides the Selected SE in a sealed package and hence it will not have been able to ascertain if the Selected SE is free from defect or in good order and condition. In other words, ICTNetworks cannot warrant or guarantee that the Selected SE will at all times be available, suitable for the intended purpose, are of good quality and in good working order, free of defects, free of errors or interruptions, fit for any purpose, do not infringe on any third-party rights, or that they are secure and reliable.

14.1.2 Notwithstanding the above exclusions, should the Selected SE including the software and battery used in connection with the Selected SE, fall short of the standards set out under section 55(2) of the CPA, and such defect or fault becomes apparent within 6 (Six) months after the Selected SE has been delivered by ICTNetworks to the Consumer, then the Consumer must immediately notify ICTNetworks of the defect and /or failure and bring the Selected SE to a nominated ICTNetworks repair centre.

14.1.3 No return will be accepted by ICTNetworks unless the Consumer returns the complete unit of the Selected SE including packaging, accessories (including but not limited to CD's containing software, manuals, AC Adapter (charger) and any other inclusive part of the Selected SE) and can and does provide proof of purchase of the Selected SE from ICTNetworks, which must be in the form of a sales record or Invoice. The Consumer must retain the packaging for the warranty period as stipulated by the manufacturer. ICTNetworks will not be responsible for ordinary wear and tear on the SE or negligence on the part of the customer having given rise to the SE defect.

14.1.4 On return of the Selected SE, the Consumer must:

14.1.4.1 describe what caused the Selected SE to malfunction or to stop functioning; and

14.1.4.2 allow the ICTNetworks representative to inspect the Selected SE for physical damage and/ or signs of liquid damage.

14.1.5 The acceptance of the returned SE by ICTNetworks is subject to the following terms and conditions:

14.1.5.1 the Selected SE will be sent to the ICTNetworks technical center for further examination, and analysis, which will take no longer than 3 (Three) weeks or such a longer period as notified by ICTNetworks;

14.1.5.2 acceptance of the Selected SE is on behalf of the manufacturer and is not an admission of liability by ICTNetworks, or ICTNetworks acting on behalf of its

suppliers or manufacturers, that the Selected SE is defective or that it is not in accordance with the standards as set out in section 55(2) of the CPA;

14.1.5.3 ICTNetworks will notify the Consumer as soon as is reasonably possible and within the prescribed period set out under sub clause 14.1.5.1 read together with the periods set out under the Minimum Service Standards of the results of any inspection and/or analysis and the cause of the defect and/or failure and whether ICTNetworks or the manufacturer of the Selected SE accepts responsibility or not for such defect and or failure.

14.1.6 Where on inspection it has been found that the Selected SE is not in accordance with the standards set out in section 55(2) of the CPA as the case may be, then ICTNetworks, either itself, or on behalf of the supplier and / or manufacturer of the Selected SE will either, at the option of the Consumer:

14.1.6.1 repair or replace the failed, unsafe or defective part of the Selected SE; or

14.1.6.2 instead, at the election of the Consumer, refund to the Consumer the price paid by the Consumer, for the returned Selected SE, less any reasonable Usage charges.

14.1.6.3 any acceptance of the Selected SE for repairs and maintenance will be done on or under the condition that ICTNetworks is acting as an agent on behalf of the manufacturer or local supplier of the Selected SE; and

14.1.6.4 ICTNetworks will not be liable for any loss, damage, destruction, theft or negligent workmanship howsoever or by whomsoever caused to the Selected SE whilst under the manufacturer or local supplier's control who is performing the repair or maintenance work; and

14.1.6.5 the costs of any such maintenance or repair work, which will be quoted for before commencement of the service and or repair work, will once accepted by the Consumer, be for the Consumer's account.

14.2 Customer's warranty on Selected SE

14.2.1 Where clause 14.1 does not apply, because the Customer is not a Consumer, as defined, and where the Customer is of the view that the Selected SE is faulty, then the Customer must immediately notify ICTNetworks of the extent of the defect and /or failure.

14.2.2 Upon receipt of the complaint ICTNetworks will notify the Customer where to take the faulty Selected SE for the purposes of inspecting the Selected SE, which is faulty or defective.

14.2.3 The acceptance of any returned goods by ICTNetworks in terms of this clause 14.2.3, is subject to the following terms and conditions:

14.2.3.1 the Selected SE will be sent to the ICTNetworks technical centre for further examination, and analysis, which will take no longer than 3 (Three) weeks or such a longer period as notified by ICTNetworks;

14.2.3.2 acceptance of the Selected SE is on behalf of the manufacturer and is not an admission of liability by ICTNetworks, or ICTNetworks acting on behalf of its suppliers or manufacturers, that the Selected SE is defective;

14.2.3.3 ICTNetworks will notify the Customer as soon as is reasonably possible and within the prescribed period set out under sub clause 14.2.3.1 of the results of any inspection and/or analysis and the cause of the defect and/or failure and whether ICTNetworks or the manufacturer accepts responsibility or not for such defect and/or failure;

14.2.3.4 Where on inspection it has been found that the Selected SE is defective and is covered under the manufacturer's warranty, then ICTNetworks will submit on behalf of the Customer to the supplier and/or manufacturer the defective Selected SE for repair and/or replacement as per the standard manufacturer's warranty;

14.2.3.5 Where any returned Selected SE are found to fall outside of the manufacturer's warranty, then the supplier, manufacturer and in particular ICTNetworks will have no further responsibility or liability in relation to the returned Selected SE.

14.3 Suspension and Withdrawal of the Selected ICTNetworks Service and or Selected SE

14.3.1 ICTNetworks may from time to time, and on notice where this is possible, or without notice where this is not possible, suspend the ICTNetworks Service and where applicable the right

to use the Selected SE, or in its discretion disconnect the Selected SE from the Network in any of the following circumstances:

14.3.1.1 for modifications to, or planned maintenance of the Network;

14.3.1.2 for routine maintenance of international facilities;

14.3.1.3 subject always to clause 12.7.1, if the Customer has failed to pay any amounts due to ICTNetworks by Due date as reflected in the Invoice;

14.3.1.4 where the ICTNetworks Services are suspended or discontinued as a result of 3rd parties experiencing problems on their infrastructure which has affected or disrupted the ICTNetworks Service;

14.3.1.5 where certain ICTNetworks Services are being abused by the Customer or by customers in general; and/or

14.3.1.6 where the ICTNetworks Service or Selected SE is found to contain a security risk or shortcoming which enables the Customer to exploit the ICTNetworks Service to the detriment of ICTNetworks;

14.3.2 The Customer accepts that the rights to suspend the ICTNetworks Services and or Selected SE are necessary in order to protect the interest of both the Customer and ICTNetworks and that during such period of suspension, despite the fact that limited or no ICTNetworks Services will be available, that it will nonetheless in the case of the circumstances set out under clauses 14.3.1.3, 14.3.1.5, or 14.3.1.6 remain liable for all Charges due and set out under any Invoice which may be levied by ICTNetworks during the period of suspension.

14.3.3 No interruption of the ICTNetworks Service referred to under clause 14.3.1 shall be deemed to have occurred during any modifications and/or maintenance window or any authorised suspension of a service and the Customer acknowledges that it shall have no claim against ICTNetworks in respect of all or any of the interruptions described under clause 14.3.1, save that the Customer will in the case of the circumstances set out under clauses 14.3.1.1, 14.3.1.2, and 14.3.1.4 be entitled to receive a reduction of the Charges levied by ICTNetworks on a pro rata basis, taking into consideration the length and severity of the suspension or unavailability.

14.3.4 ICTNetworks may from time to time, and on notice where this is possible, or without notice where this is not possible, and without prejudice to any other claims or remedies, which ICTNetworks may have in terms hereof or in law, discontinue or terminate any part of the ICTNetworks Service and where applicable the right to use the Selected SE, or in its discretion disconnect the Selected SE from the Network in any of the following circumstances:

14.3.4.1 where the ICTNetworks Service or Selected SE is found to contain a defect, which enables the Customer to exploit the ICTNetworks Service to the detriment of ICTNetworks;

14.3.4.2 where the ICTNetworks Service or Selected SE has reached the end of its lifespan and is uneconomical to maintain or continue;

14.3.4.3 where it is unduly burdensome and/or unfeasible for ICTNetworks to provide such services, or

14.3.4.4 where there has been an insignificant interest in the use of a particular ICTNetworks Service or Selected SE; and/or

14.3.4.5 in response to an instruction from the Authority or in terms of the Act or some other law or body the ICTNetworks Service or Selected SE or SE is discontinued.

14.3.4.6 where the Customer uses SE that is not approved by the Authority for such use;

14.3.4.7 if the Customer has received the ICTNetworks Service as a result of fraud or misrepresentation;

14.3.4.8 if the Customer uses in connection with the ICTNetworks Service, SE that belongs to ICTNetworks but which the Customer has obtained illegally;

14.3.4.9 if the Customer makes or offers to make any arrangement or composition with its creditors or commits any act of insolvency in terms of the Insolvency Act or any other applicable legislation;

14.3.4.10 if the Customer does or allows to be done any act or omission, which in ICTNetworks's opinion will or may have the effect of negatively affecting the operation of the ICTNetworks Service or the Network;

14.3.4.11 if the Customer is using, or permitting the use of the ICTNetworks Service or any element thereof for any illegal purpose or in contravention of the Act, CPA and/or any act of Parliament;

14.3.4.12 if ICTNetworks has been instructed to do so by any authority competent to issue such instruction;

14.3.4.13 where the ICTNetworks Service is provided as a dedicated private international circuit, ICTNetworks may terminate the service immediately where any remote portion of the circuit is suspended or terminated by the foreign service provider;

14.3.4.14 for any other reason incidental to 14.3.4.1 - 14.3.4.13 inclusive.

14.3.5 The Customer accepts that the rights to terminate or discontinue the Services and or Selected SE are necessary in order to protect the interest of both the Customer and ICTNetworks and that where any such Service or Selected SE is discontinued that the Customer will be entitled to receive a reduction of the Charge levied by ICTNetworks pro rata to such discontinuation or termination.

14.3.6 Where a ICTNetworks Service or Selected SE is discontinued or suspended, as per this clause 14.3 then the Customer agrees that it will not:

14.3.6.1 withhold any amounts which are, or which may become due and owing to ICTNetworks;

14.3.6.2 deduct any monies from the Charges, save for the amounts which ICTNetworks may agree to as per the provisions of clause 14.3.5 above; and/or

14.3.6.3 demand any refund or bring any action for damages or otherwise against ICTNetworks, in respect of any such discontinued service.

14.3.7 Nothing in clause 14.3.6 shall exclude or limit any claim which the Customer may have where a suspension, discontinuation or termination was not effected in accordance with this Agreement, and in particular where a suspension for non-payment was effected without the prior written notice required by clause 12.7.1.

15. LIMITED LIABILITY AND INDEMNITY

15.1 This section sets out ICTNetworks's liability in respect of the ICTNetworks Services, the Selected SE or the SE, which you, the Customer, should take careful note of.

15.2 ICTNetworks assumes no responsibility for the integrity, correctness, retention or content of information transported via the Network.

15.3 ICTNetworks is not liable for any damages or loss suffered by the Customer as a result of any entry, incorrect entry or omission of an entry in the Directory, which is beyond ICTNetworks's control.

15.4 LIABILITY FOR DAMAGES CAUSED BY ICTNETWORKS WHICH ARISES OR OCCURS AS A RESULT OF THE USE, INSTALLATION, MAINTENANCE OR REMOVAL OF THE ICTNETWORKS CONNECTIONS, SERVICES, SELECTED SE AND SE WILL BE SUBJECT TO THE PROVISIONS OF SECTION 61 OF THE CONSUMER PROTECTION ACT. THE CONSUMER IN THIS CASE WILL BE ALLOWED TO AVAIL ITSELF TO THE PROVISIONS HOUSED UNDER SECTION 61 OF THE CPA SO LONG AS THE CONSUMER IS ABLE TO SHOW THAT THE ICTNETWORKS CONNECTIONS, SERVICES, SELECTED SE OR SE WERE OR ARE DEFECTIVE AND THAT SUCH DEFECT GAVE RISE TO THE LOSS OR DAMAGE BUT SUBJECT ALWAYS TO THE DEFENSES PERMISSIBLE AND AVAILABLE TO ICTNETWORKS AND ITS SERVICE PROVIDERS UNDER SECTION 61 OF THE CPA.

15.5 SUBJECT TO THE PROVISIONS OF CLAUSE 15.4 ABOVE AND TO THE PROVISO AT THE END OF THIS CLAUSE 15.5, ICTNETWORKS SHALL NOT BE LIABLE TO THE CUSTOMER OR ANY OTHER PERSON WHOMSOEVER, UNDER ANY CIRCUMSTANCES WHATSOEVER, OR INCUR ANY LIABILITY FOR ANY LOSS OR DAMAGES TO THE CUSTOMER OR ANY OTHER PERSON OR USER, WHICH ARISES OR OCCURS AS A RESULT OF THE USE OF, OR ARISING OUT OF THE PROVISION OF, THE CONNECTIONS, THE ICTNETWORKS SERVICES, THE SELECTED SE, THE SE, OR THE INSTALLATION, MAINTENANCE OR REMOVAL OF THE CONNECTION, THE ICTNETWORKS SERVICES, SELECTED SE OR SE, AND WHETHER SUCH CLAIM, ACTION OR DAMAGE IS DIRECT OR INDIRECT, CONSEQUENTIAL OR CONTINGENT AND IN PARTICULAR ICTNETWORKS SHALL NOT BE LIABLE FOR ANY:

15.5.1 LOSS OF LIFE;

15.5.2 INJURY;

15.5.3 MEDICAL EXPENSES;

15.5.4 SUPPORT;

15.5.5 FINANCIAL LOSS OR FINANCIAL SUPPORT;
15.5.6 LOSS OF EARNINGS;
15.5.7 LOSS OF PROFIT AND/OR INCOME;
15.5.8 LOSS OF REVENUE;
15.5.9 LOSS OF BUSINESS OR GOODWILL; OR
15.5.10 ANY OTHER SPECIAL DAMAGES,

INCURRED BY THE CUSTOMER, ANY USER OR ANY OTHER PERSON WHO MAY BE USING THE ICTNETWORKS SERVICES, SE, SELECTED SE OR THE CONNECTIONS, HOWSOEVER ARISING, AND THE CUSTOMER INDEMNIFIES ICTNETWORKS AGAINST ANY CLAIM OR ACTION, AS DESCRIBED ABOVE, WHICH MAY BE BROUGHT BY ANY PERSON IN THIS REGARD.

PROVIDED THAT NOTHING IN THIS CLAUSE 15.5 SHALL EXCLUDE OR LIMIT THE LIABILITY OF ICTNETWORKS FOR FRAUD OR WILFUL MISCONDUCT OR, WHERE THE CUSTOMER IS A CONSUMER, ANY LIABILITY WHICH MAY NOT BE EXCLUDED OR LIMITED UNDER THE CPA, INCLUDING LIABILITY FOR GROSS NEGLIGENCE IN TERMS OF SECTION 51(1)(c) AND LIABILITY IN TERMS OF SECTION 61 OF THE CPA.

15.6 ICTNetworks only provides access to the Internet. ICTNetworks does not operate or control the information, services, opinions or other content of the Internet, and ICTNetworks makes no warranties or representation regarding any such information, services, opinions or other content. The Customer agrees that it shall make no claim whatsoever against ICTNetworks relating to the content of the Internet or in respect of any information, product, service or software ordered through or provided by virtue of the Internet. ICTNetworks reserves the right to take measures as may be necessary, in ICTNetworks's sole discretion, to ensure security and continuity of service on the ICTNetworks Network, including but not limited to identification and blocking or filtering of internet traffic sources which ICTNetworks deems to pose a security risk or operational risk or a violation of its acceptable use policy. In addition, the Customer understands that ICTNetworks does not own or control other third-party networks outside of the ICTNetworks Network, and ICTNetworks is not responsible or liable for filtering or access restrictions imposed by such networks or for the performance (or non-performance) within such networks or within interconnection points between ICTNetworks Network and other third-party networks.

15.7 The provision of the ICTNetworks Internet access is further subject to the Internet Terms and Conditions as well as the acceptable use policy as available on the ICTNetworks web site www.ictnetworks.co.za

15.8 The Customer is responsible for maintaining the security of its internal network from unauthorised access through the Internet. ICTNetworks shall not be liable for unauthorized access to the Customer's network or other breaches of the Customer's network security.

15.9 The limitation on liability set out above is in addition to any limitation of liability set out elsewhere under the Agreement.

16. CUSTOMER ASSISTANCE, COMPLAINTS AND DISPUTES

16.1 This section sets out how you, the Customer, can contact ICTNetworks for assistance and how you must lodge a complaint, should one arise.

16.2 ICTNetworks provides Customer care to all Customers during Office hours, excluding times when it is unable to assist due to reasons beyond its reasonable control.

16.3 The Customer must, once it experiences any trouble with any of the ICTNetworks Services and/or Selected Customer Equipment bring the suspected problem to ICTNetworks's attention by contacting the relevant Customer care office at the number listed on the Invoice and website. The suspected problem will then be logged and detailed, and the Customer will be provided with a reference number within 48 (forty-eight) hours of the complaint being lodged, communicated telephonically, by text message or by e-mail.

16.4 ICTNetworks will use its best endeavours to attend to the complaint as soon as it is possible, which will depend on the complexity and nature of the suspected problem, as logged, as well as resource/manpower availability, but subject always to the minimum service standards set out under the Minimum Service Standards, and will in any event resolve the complaint within 14 (fourteen) days of receipt and advise the Customer of the outcome. Where the complaint is not resolved within that period, or where the Customer disputes the outcome, the Customer will be advised of its right to lodge a complaint with the Authority.

16.5 Where a Customer is of the view that the matter has not been resolved to the satisfaction of the Customer, the Customer will have the right to elevate the matter to the Authority, which can be done by contacting either:

16.5.1 the complaints website https://www.icasa.org.za and selecting the tab “complaints”;

16.5.2 or by email at consumer@icasa.org.za;

16.6 The above rights set out under clauses 16.1 to 16.5 are without prejudice to both parties’ respective rights to pursue a complaint or action in any other forum, which has jurisdiction over the matter including the rights to submit the complaint, dispute or action to the National Consumer Commission or to arbitration.

17. BREACH AND TERMINATION

17.1 This section sets out what will happen when one of the parties to the Agreement fails to comply with the terms and conditions, which is known as a breach of the agreement which will allow the party who has not breached the agreement to cancel the Agreement and claim damages.

17.2 Should the Customer breach any term of this Agreement including any failure to pay ICTNetworks any monies on Due date, then ICTNetworks shall give the Customer 20 (Twenty) Business Days’ notice to rectify the breach. Suspension of the ICTNetworks Services for non-payment is, however, governed by clause 12.7.1 and may be effected on the notice provided for in that clause, without awaiting the expiry of the 20 (Twenty) Business Days’ notice period, which period applies to cancellation and to breaches other than non-payment. Should the Customer neglect or fail to rectify the breach within the 20 (Twenty) Business Days’ notice period, then ICTNetworks will have the right to either suspend or to cancel the Agreement, without prejudice (meaning to preserve your respective rights and positions) to ICTNetworks rights to claim all and any damages which ICTNetworks has incurred in consequence of such breach.

17.3 Should ICTNetworks breach any material term of this Agreement, then the Customer will have the right to provide ICTNetworks with a letter requiring ICTNetworks to rectify the breach within a period of 20 (Twenty) Business Days. Should ICTNetworks neglect or fail to rectify such breach within the 20 (Twenty) Business Days’ notice period, then the Customer may cancel the Agreement, which will be without prejudice (meaning to preserve your respective rights and positions) to the Customer’s rights to claim any damages which it may have incurred in consequence of ICTNetworks breach.

17.4 Notwithstanding anything to the contrary contained herein, ICTNetworks may terminate this Agreement at any time and for any reason upon at least 20 (Twenty) Business Days prior written notice to the Customer.

17.5 Should application be made for the Customer’s sequestration, liquidation or to be placed under business rescue, ICTNetworks shall be entitled to forthwith cancel this Agreement upon written notice to the Customer.

17.6 Without prejudice to any other claims or remedies which ICTNetworks may have against the Customer in terms of this Agreement or in law, ICTNetworks may forthwith cancel this Agreement upon notice to the Customer if the Customer has been issued with two consecutive notices of breach as provided for in clause 17.2 and hold the Customer liable for all and any abortive costs incurred by ICTNetworks in this regard.

17.7 The Customer agrees that ICTNetworks may register the details of the manner in which payments have been conducted by it or its agent, with any registered credit bureau.

17.8 The Customer shall be liable for all reasonable costs actually incurred, including legal costs on an attorney and client scale, tracing costs and collection commission incurred by ICTNetworks in respect of the enforcement of any obligations of the Customer in terms of this Agreement, subject always to the limits prescribed by the Magistrates’ Courts Act, 32 of 1944, and the Debt Collectors Act, 114 of 1998, and, in the case of a Consumer, to regulation 44(3) of the CPA, and subject to taxation or assessment at the request of the Customer.

17.9 Without prejudice to any other claims or remedies which ICTNetworks may have against the Customer in terms of this Agreement or in law, ICTNetworks may on 20 (Twenty) Business Days’ notice terminate the Agreement if the Customer has delayed the installation of the Selected ICTNetworks Service for longer than 3 (Three) months and hold the Customer liable for all and any abortive costs incurred by ICTNetworks in this regard.

18. CONSEQUENCES OF ANY TERMINATION

This section sets out what will happen when the Agreement is cancelled.

18.1 After termination of the Agreement for whatever reason,

18.1.1 ICTNetworks may, on reasonable notice and in the Customer's presence enter the Customer's premises to remove the Selected SE and/or Connection, which is owned by ICTNetworks; and

18.1.2 the Customer will remain liable for and will pay on demand all charges and/or costs outstanding at the time of termination or accrued thereafter because of the termination.

19. **LEGAL ADDRESS FOR SERVICE (*DOMICILIUM*) AND NOTICES**

This section sets out the addresses of each party where the other party can serve legal documents and notices on the other.

19.1 The parties choose the addresses set out below as their chosen place to receive legal notices (*domicilium citandi et executandi*):

19.1.1 ICTNetworks (Pty) Ltd: Carpe Diem, 26 Quantum Road, Techno Park, Stellenbosch, Western Cape, 7600; and

19.1.2 the Customer at the physical or residential address specified in the Service Agreement.

19.2 All notices given in terms of this Agreement shall be in writing.

19.3 The Customer additionally nominates the e-mail address recorded in the Service Agreement as an address at which it will accept notices and other communications (but not the service of legal process), and must notify the ICTNetworks in writing of any change to that address or to its domicilium.

19.4 A notice given in terms of this Agreement shall be deemed to have been received: on the date of delivery, if delivered by hand to the domicilium during business hours; on the 5th (fifth) Business Day after posting, if sent by prepaid registered post; and on the 1st (first) Business Day after despatch, if sent by e-mail to the nominated address, unless the sender receives an automated notification of non-delivery. A notice actually received by a party shall be valid notwithstanding that it was not given in accordance with this clause.

20. **GENERAL**

The details below are all general in content and should be read and considered carefully.

20.1 **Consumer status**

In consequence of the CPA, certain rights have been granted to a Customer who is a Consumer, as defined under the CPA. ICTNetworks reserves the right to withhold any of these rights and/or resultant benefits until such time as the Customer is able to prove to ICTNetworks, which proof may be in the form of a set of Financial statements or an identity document, that it is a Consumer and/or in the case of a right which it is wanting to exercise under section 14 of the CPA, that it is an Individual Consumer. Where the Customer is unable to show that it is a Consumer or Individual Consumer, in such an event ICTNetworks reserves the right to reverse or call for restitution (a refund) of any rights or benefits which are permitted under the CPA and which the Customer has unlawfully taken advantage of.

20.2 **Customer details and changes thereto**

The Customer agrees to supply ICTNetworks with such information, documentation and signatures that ICTNetworks may reasonably require at the time that the Agreement is concluded, in order to give effect to the payment arrangements of the Agreement. Any subsequent changes that affect the information supplied to ICTNetworks such as bank account, legal service address referred to under clause 19 and credit card details must be brought to the immediate attention of ICTNetworks by the Customer in writing.

20.3 **Cession**

ICTNetworks shall be entitled to transfer (cede) its rights and/or to delegate its obligations arising from the Agreement and/or (hand over) assign the Agreement, wholly or partly, to any third party and it will give the Customer reasonable notice of this fact. The Customer shall not be entitled to cede, assign, encumber or delegate his obligations arising out of the Agreement without the prior written consent of ICTNetworks, which will not be unreasonably withheld.

20.4 **Variation and Amendment**

Subject to and save where the right to amend the Agreement, has been specifically mentioned under the Agreement, neither party may vary the terms of the Agreement unless the other party agrees to such variation and the variation is reduced to writing and signed by both parties.

20.5 **Whole Agreement**

This document read with the relevant Service Agreement (which is deemed incorporated herein by reference), 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.

20.6 **Authority**

Where ICTNetworks is represented by any duly authorised representative, ICTNetworks authority need not be proven.

20.7 **Unsolicited marketing and right to opt out**

The Customer understands that, in terms of section 45 of the Electronic Communications, Transactions Act 25 of 2002, and the Protection of Personal Information Act, 4 of 2013, the Customer and in terms of the provisions of the CPA in the case of a Consumer, the Consumer or the Customer has the option to request ICTNetworks to remove its relevant contact particulars from its data base in respect of direct marketing and / or unsolicited commercial and/or marketing communications by ICTNetworks.

20.8 **Severability**

In the event of any one or more of these terms and conditions being unenforceable, these clauses will be deleted and severed from the remainder of the Agreement, which will nevertheless continue to apply, be binding and enforceable.

20.9 **Acts of God**

Except as specifically provided under the Agreement, ICTNetworks shall not be liable to the Customer for any breach of these conditions or failure to perform any obligation as a result of any force majeure (event beyond its reasonable control) event, including but not limited to technical problems relating to the Network, acts of God, Government controls, restrictions or prohibitions or any other Government act or omission, whether local or national, any act or default of any supplier, agent or sub- contractor, industrial disputes, strikes, lockouts or work stoppages of any kind or any other similar or dissimilar cause, in so far as these are beyond ICTNetworks reasonable control.

20.10 **Indulgence and relaxing**

The failure of ICTNetworks to enforce, at any time, the Agreement or any part thereof, or any right with regard thereto, must in no way be construed to be a waiver of the provision of the Agreement or to be an estoppel or novation or in any way to affect the validity of the Agreement. Any indulgence towards the Customer or the relaxing of the provisions of the Agreement shall not prejudice the right of ICTNetworks to insist on the strict compliance by the Customer of its undertakings and obligations in terms of the Agreement.

20.11 **Intellectual property rights**

Each party shall retain ownership of all intellectual property rights owned by it prior to, or independently of, the Agreement, and nothing in the Agreement shall be construed as transferring any such rights to the other party. Neither party shall use, reproduce, distribute, modify, or otherwise exploit the other party's intellectual property, trade names, trademarks, branding, or other proprietary materials except as necessary for the performance of the Agreement or with the other party's prior written consent. Each party indemnifies the other party against any claims, actions and proceedings that may arise as a result of the first party infringing or violating the other party's intellectual property rights. The obligations contained in this clause shall survive the termination of the Agreement.

20.12 **Applicable laws and Jurisdiction**

This Agreement will be interpreted and governed by the Laws of South Africa.

20.13 **Anti-bribery and corruption**

Each party represents and warrants that it will comply with all applicable anti-bribery, anti-corruption, and anti-money laundering laws and regulations, including but not limited to the Prevention and Combating of Corrupt Activities Act, 2004 ("PRECCA"). Neither party, nor any of its directors, officers, employees, agents, or any other person acting on its behalf, shall, directly or indirectly, offer, pay, promise to pay, authorise the payment of, or give anything of value to any government official or any other person to improperly influence any act or decision, or to secure any improper advantage. The parties acknowledge that gifts, entertainment, and hospitality may be offered or accepted in the normal course of business, provided that such gifts or hospitality are reasonable, for a legitimate business purpose, and are not intended to influence any improper business decision. All such actions

must be consistent with the respective party's internal policies and be fully and accurately documented. Each party shall maintain complete, accurate, and up-to-date books and records of all payments, expenses, and transactions related to the Agreement.

Any breach of this clause 20.13 by either party shall be considered a material breach of the Agreement, and in the event of such a breach, the non-breaching party shall have the right to immediately terminate the Agreement upon written notice to the breaching party, without any liability or penalty to the non-breaching party.

20.14 **Number portability**

Where the Customer requests that a telephone number allocated to it be ported to another licensee, the ICTNetworks will give effect to that request in accordance with the Number Portability Regulations and will not refuse, delay or make the porting of the number conditional upon the settlement of any amount owing by the Customer. The porting of a number does not extinguish, novate or otherwise affect the Customer's liability for Charges incurred up to the date of porting, or any other obligation of the Customer under this Agreement.