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DataPro (Pty) Ltd. T/A Vox Datapro
Reg No.: 2000/030763/07 VAT No.: 4010195339
GP Sweidan (Managing), DG Reed,
CM von Holdt, PC Muller, CM Zeerderberg,
CS Chorley, PA McLeod, PM Horey



TERMS AND CONDITIONS

1. INTERPRETATION

- 1.1. In this Agreement, unless inconsistent with context, words defined on the face hereof shall bear the meanings so assigned to them and the following words and expressions shall bear the meanings assigned to them below -
- 1.2. "DataPro (Pty) Ltd
- 1.3. "DP" (Pty) Ltd Trading as DataPro
- 1.4. "Services" – the Internet Services which are selected and agreed upon on the face hereof;
- 1.5. "Subscriber" – the Company, Close Corporation, Firm, Partnership or Persons contracting to receive the Service from DP in terms of this Agreement;
- 1.6. "Agreement" – these terms and conditions as read with the schedule on the face hereof;
- 1.7. "Connection Date" – the date on which the contract begins;
- 1.8. "Duration of the Contract" – the number of months the Service specified upon on the face hereof is contracted for.

2. APPOINTMENT AND TERM

- 2.1. The Subscriber hereby appoints DP, which hereby agrees, to provide the Services to the Subscriber on the terms and conditions of this Agreement.
- 2.2. Subject to the provisions of this Agreement, this Agreement shall take effect from the Connection Date and continue for the Duration of the Contract ("the Initial Term").
- 2.3. This Agreement shall continue for successive periods of 2 (two) years after the Initial Term at the then prevailing monthly subscription fee of DP, unless either party serves written notice of termination on the other not less than 3 (three) months prior to the end of the Initial Term or such successive 2 (two) year period.
- 2.4. All DataPro and @lantic services can be interchanged or upgraded at any stage.

3. THE DATAPRO Services

- DP undertakes to provide to the Subscriber with the Services listed on the face hereof;
- 3.1. The Services are derived from on-line access to the collection of local area networks and wide area networks that all use the same protocol (namely TCP/IP) to form a seamless, packet-switched network known colloquially as the "INTERNET".
 - 3.2. The Subscriber shall allow DP, its servants, agents and sub-contractors access to the Subscriber's premises at all reasonable times in order to install, maintain, monitor, inspect, replace or remove the Service

4. WARRANTIES AND THE EXCLUSION OF LIABILITY

- 4.1. DP shall be exempted from and not be liable to the Subscriber and/or any third party under any circumstances whatsoever for any indirect or consequential damages of any kind or any loss of profit or special damages of any kind, whether in the contemplation of the parties or not, which the Subscriber and/or any third party may suffer as a result of any act or omission of DP, its servants, agents and sub-contractors and/or any breach of DP'S obligations in terms of this Agreement. DP its servants, agents and sub-contractors shall not be liable to the Subscriber and/or any third party in any manner whatsoever for the failure of the Internet Censorship Software provided and operated by DP. Notwithstanding any other provisions of this Agreement, DP'S liability to the Subscriber and/or any third party for any damages or loss of whatsoever nature, including without limitation any damages or loss caused by the negligence of DP or that of its servants, agents and sub-contractors, shall in any event and under all circumstances be limited to an amount equal to the subscription fee payable by the Subscriber in the Initial Term.
- 4.2. DP endeavours that the Services rendered will be provided and maintained during the contract period;
- 4.3. Because of the need to conduct maintenance, repair and/or improvement work from time to time on the technical infrastructure by means of which the Service is provided, the provision of the Service may be suspended from time to time without notice by DP, and DP, its servants, agents and sub-contractors is exempted from all liability for any loss or damage (whether direct or consequential) and/or for any costs, claims or demands of any nature to the Subscriber and/or any third party arising from such suspension.
- 4.4. Should the provision of the Service be suspended by DP for the purpose aforementioned in 4.2 and 4.3 for a period in excess of 2 (two) consecutive hours, DP shall give the Subscriber a credit in an amount which represents a pro rata portion of the Subscriber's basic subscription fee for the month during which the said suspension occurred;
- 4.5. DP does not undertake to reinstate the Service within a specific period, and will be exempted from any liability whatsoever, if the nature of the failure is caused by DP'S upstream service providers failure to deliver their service and if the failure is due to a reason out of the direct control of DP.
- 4.6. The Subscriber will be responsible for all communication services and facilities, including without limitation telephone facilities and lines, required for the Services to be rendered by DP. DP shall not be responsible or liable in any manner whatsoever to the Subscriber and/or any third party for any failure of such service or facility, including without limitation the services offered by Telkom. DP will endeavour to aid the Subscriber if such an event happens.
- 4.7. DP does not make any representations nor, unless expressly given in writing, give any warranty or guarantee of any nature whatsoever in respect of the Service or its suitability for any

intended purpose, whether that purpose is notified to DP or not. Without derogating from the generality of the foregoing, DP does not warrant or guarantee that the information transmitted by the use of the Service will be preserved or sustained in its entirety, will be suitable for any intended purpose, will be free of inaccuracies or defects or bugs or viruses of any kind, and will not contravene the laws of a particular country.

- 4.8. The Subscriber hereby indemnifies DP and holds DP harmless against any claim by any third party arising directly or indirectly out of the Subscriber's access to or use of the Service or information obtained through the use of it, including without limitation any claim due to the use of the Services for unlawful purposes.

5. FORCE MAJEURE

- 5.1. If DP is prevented from or restricted directly or indirectly from carrying out all or any of its obligations under this Agreement due to any reason and/or cause beyond the control of DP or by reason of force majeure, DP shall be relieved of its obligations in terms of this Agreement during such period.

6. BREACH

- If the Subscriber
- 6.1. fails to pay any amount under this Agreement on due date; or
 - 6.2. commits, suffers or permits a breach of any term of this Agreement; or in DP's opinion jeopardizes DP by abusing or misusing the Service in any manner whatsoever; or uses the Service for any unlawful purpose; then and in any such event DP shall be entitled, without prejudice to its other rights in law, to immediately suspend its obligations under this Agreement and/or terminate this Agreement without notice to the Subscriber. Upon termination of this Agreement in terms of this clause or for any other reason whatsoever all amounts payable by the Subscriber to DP shall immediately become due and payable and DP shall be entitled to recover all such amounts from the Subscriber forthwith.
 - 6.3. Termination of the contract by the Subscriber before the specified date of termination for breach of contract will result in the Subscriber being liable for the full payment of the remaining subscription fee for the applicable Initial Term and/or successive 2 (two) year period in terms of this Agreement

7. DOMICILIUM AND NOTICES

The Subscriber hereby chooses domicilium citandi et executandi for all purposes of and in connection with this Agreement at the Subscriber's physical address and telefax as set forth on the face hereof. DP shall be entitled to give any notice in terms of this Agreement by telefax.

8. PAYMENT

Payment is due monthly in advance.

9. GENERAL

- 9.1. This Agreement constitutes the sole record of the Agreement between the parties in regard to the subject matter thereof. Neither party shall be bound by any representation, or express or implied term, promise or the like not be recorded herein or reduced to writing and signed by the parties or their representatives. No addition or variation of this Agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties. No indulgence that DP may grant to the Subscriber shall constitute a waiver of any of DP's rights. In this agreement the singular shall include the plural.
- 9.2. This Agreement shall in all respects be governed by and construed in accordance with the law of the Republic of South Africa, and all disputes, actions and other matters in connection with this Agreement shall be determined in accordance with such laws.
- 9.3. Should any provision of this Agreement be rendered unlawful then that unlawful provision only shall be invalid, without effecting or invalidating any of the remaining provisions of this Agreement that shall continue to be of full force effect.
- 9.4. DP is entitled to cede this agreement
- 9.5. The Subscriber warrants the accuracy of all information furnished by or on behalf of the Subscriber in terms of or pursuant to this Agreement. The Subscriber shall forthwith notify DP in writing of any changes from time to time in the information set out in the schedule on the face hereof.
- 9.6. The parties hereby consent to the jurisdiction of any Magistrates Court which may exercise jurisdiction over any of the parties in terms of Section 28 of the Magistrates Courts' Act 32 of 1944 in respect of any dispute arising from or concerning this Agreement, provided that should the Service Provider elect to proceed in the Supreme Court it shall be entitled to do so in the Witwatersrand Local Division, to which jurisdiction the Subscriber hereby submits.
- 9.7. Under take to abide by DataPro's acceptable use policy. DP undertakes to treat all subscribers' information as confidential.

10. ANTI-SPAM POLICY

- 10.1. DataPro will not tolerate spamming and has a zero tolerance policy regarding the transmission of "spam" e-mail by The Customer
- 10.2. DataPro requires that all customers abide by our anti-spam policy and they expressly warrant that they will not engage in spamming.
- 10.3. A breach by The Customer of this policy shall entitle DataPro, at its discretion and without limiting DataPro's right to enforce any other remedies available to it, terminate this agreement with immediate effect.

Initial: