

MYOWN ISP TERMS & CONDITIONS – V3

1. INTRODUCTION AND INTERPERETATION

- 1.1 These Conditions set out the terms and conditions in terms of which MyOwn ISP will provide the Services to the Customer and constitutes a binding agreement between MyOwn ISP and the Customer as set out below;
- 1.2 MyOwn ISP is entitled to amend these Conditions from time to time and will place the amended Conditions on the MyOwn ISP website (www.myownisp.co.za) which amendment will bind the Customer from the date that the amendment has been published on the MyOwn ISP website.
- 1.3 The Customer Agreement (as defined below) comprises of the following –
- 1.4 To the extent of any inconsistency between the Fibre Subscription Form, the Debit Order Authorisation Form, the Product Terms (if applicable) and the Standard Terms and Conditions, the provisions of all sections apply concurrently to the extent that it is possible to apply and comply with one or more of the inconsistent provisions without contravening the other(s) and, to the extent that it is not possible to apply or comply with one or more of the inconsistent provisions without contravening any other, the conflict shall be resolved by applying the following order of preference –
 - 1.4.1 the Fibre Subscription Form; thereafter
 - 1.4.2 the Debit Order Authorisation Form; thereafter
 - 1.4.3 the Standard Terms and Conditions; thereafter
 - 1.4.4 the Product Terms.
- 1.5 Terms and Conditions not separately defined in the Application Form shall bear the meanings given to them in the Standard Terms and Conditions.
 - 1.5.1 the Fibre Subscription Form by way of digital copy on the ISP website or hand-held copy;
 - 1.5.2 the Debit Order Authorisation Form or digital debit order or card authorisation made via the Customer Portal;
 - 1.5.3 the Standard Terms and Conditions; and
 - 1.5.4 the Product Terms as defined in the fibre subscription form or by way of additional information provided in writing to the Customer on an official MyOwn ISP letterhead

2. DEFINITIONS

For purposes of these Conditions, unless the context indicates otherwise, the words and expressions set out below shall have the meanings assigned to them and cognate expressions shall have a corresponding meaning, namely:

- 2.1 **“Acceptable Use Policy or AUP”** the acceptable use policy of MyOwn ISP from time-to-time which forms part of the Conditions;
- 2.2 **“Activation Date”** means the date that the Services are configured and made available to the Customer;
- 2.3 **“Affiliates”** the directors, managers, shareholders or members, agents, representatives, holding companies and subsidiary companies (as those terms are defined in the Companies Act, 2008) of MyOwn ISP;
- 2.4 **“Applicable Laws”** means (in relation to a Party and to the extent that it applies to the provision of the Services by the ISP and the use thereof by the Customer all and any:
 - 2.4.1 Statutes (including, but not limited to, the ECA, CPA and RICA) and subordinate legislation and common law; and
 - 2.4.2 Regulations and ordinances and by-laws; and
 - 2.4.3 Directives, codes of practice, circulars, guidance notices, judgements and decisions of any competent authority, or any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organization; and
 - 2.4.4 Any other similar provisions, from time to time, compliance with which is mandatory for that Party;
 - 2.4.5 all applicable laws and regulations in the Republic of South Africa and/or internationally, as the case may be;
- 2.5 **“Application Form”** the MyOwn ISP application form and/or email request, completed by the Customer setting out the services which the Customer wishes to purchase from MyOwn ISP;
- 2.6 **“Business Day”** means any day which is not a Saturday, a Sunday or an official public holiday in South Africa;
- 2.7 **“Business Customer”** a customer that:
 - 2.7.1 is a juristic person; and
 - 2.7.2 operates with more than 5 registered employees; and/or

2.7.3 has requested business-specific services to be rendered by MyOwn ISP to it;

- 2.8 **“Conditions”** these terms and conditions for the provision and use of the Services (including all rules, policies, procedures, and notices applicable thereto) which are set out in this document and which may be amended by MyOwn ISP from time to time without notice to any third party or user. Latest version available on our website www.myownisp.co.za;
- 2.9 **“CPA”** the Consumer Protection Act, 2008. In circumstances of the CPA applying to these Conditions, the provisions of the CPA will prevail in the event of a conflict between any provision of the Conditions and the provisions of the CPA.
- 2.10 **“Customer Agreement”** means, collectively, the Application Form, the Debit Order Mandate form and the Standard Terms & Conditions, together with any applicable product terms concluded between the Customer and the ISP;
- 2.11 **“Customer”** the person who will be liable for compliance with the Conditions and who:
 - 2.11.1 has applied for the Services (using an Application Form or otherwise); and/or
 - 2.11.2 MyOwn ISP has agreed to provide the Services to; and/or
 - 2.11.3 will be liable for the payment of the Fees; and/or makes use of the Services;
- 2.12 **“Customer Premises”** A FICA address provided by the Customer in the Application Form for purposes of installing the Equipment and at which the Services will be utilized;
- 2.13 **“Datatill Portal”** Subscriber portal where invoices and services can be maintained, <http://portal.myownisp.co.za> ;
- 2.14 **“ECA”** means the Electronic Communications Act No 36 of 2005;
- 2.15 **“Equipment”** the equipment (being moveable property) specified in the Application Form and supplied by MyOwn ISP to the Customer based on a loan, rental or otherwise, to enable the Customer to utilize the Services;
- 2.16 **“Fees”** the fee payable by the Customer to MyOwn ISP in consideration for the provision of the Services and additional equipment;
- 2.17 **“FICA”** means the Financial Intelligence Centre Act 38 of 2001;
- 2.18 **“FPB”** means the Film and Publications Board of South Africa;
- 2.19 **“ICASA”** means the Independent Communications Authority of South Africa, and its successors;
- 2.20 **“Invoice Date”** the date on which MyOwn ISP issues the Invoice to the Customer (which date is reflected on the Invoice);
- 2.21 **“Invoice”** the invoice issued by MyOwn ISP to the Customer setting out the Fees (which may include an itemized bill on request or where this is specified as part of the Services provided to the Customer);
- 2.22 **“ISP”** means MyOwn ISP;
- 2.23 **“ISPA”** means the Internet Service Providers Association;
- 2.24 **“MyOwn ISP Infrastructure”** the network and systems of MyOwn ISP used to provide services to its customers and users;
- 2.25 **“MyOwn ISP”** MyOwn ISP, a division of ATEC Systems & Technologies (PTY) Ltd with registration number 2005/013296/07 incorporated under the laws of the Republic of South Africa;
- 2.26 **“NCA”** means the National Credit Act No 34 of 2005;
- 2.27 **“Office Hours”** means 08H00 to 17H00 on business days;
- 2.28 **“Parties”** the Customer and MyOwn ISP (or anyone of them as the context requires);
- 2.29 **“POPIA”** means the Protection of Personal Information Act of 2013;
- 2.30 **“RICA”** means the Regulation of Interception of Communications and Provision of Communication Related Information Act, No 70 of 2002;
- 2.31 **“RSA”** the Republic of South Africa;
- 2.32 **“Services”** the service/s provided by MyOwn ISP to the Customer as per the Application Form, including all software and Equipment necessary for the provision of the Service/s;
- 2.33 **“VAT”** value-added tax as defined in the Value-Added Tax Act, 1991. All monetary amounts in these Conditions are exclusive of VAT unless otherwise stated

3. DURATION

- 3.1 The Customer accepts and agrees that these Conditions will become binding on it once MyOwn ISP has processed the Application
- 3.2 These Conditions will continue to be binding on the Customer in respect of:
 - 3.2.1 Residential Fibre Internet Services, on a month-to-month or contractual basis or;
 - 3.2.2 Business Fibre Internet Services, on a contractual basis or;
 - 3.2.3 all other services, on a month-to-month basis; or until the services are cancelled in accordance with clause 11.

4 PAYMENT

4.1 General

- 4.1.1 MyOwn ISP will provide the Customer with a monthly Invoice on the Invoice Date;
- 4.1.2 All amounts invoiced are payable in advance;
- 4.1.3 Unless the Customer notifies MyOwn ISP in writing, at helpdesk@myownisp.co.za, within 7 days of receipt of an Invoice to the contrary, the contents of such Invoice will be deemed to be correct and will not be disputable.
- 4.1.4 The Fees must be paid by the Customer in full, without deduction or set-off and free of bank charges on the Invoice Date, unless agreed otherwise by MyOwn ISP in writing or unless the Invoice has been submitted as a dispute

4.2 Unpaid fees and credit limits

- 4.2.1 Should the Customer fail to make payment of the Fees:
 - 4.2.1.1 MyOwn ISP will be entitled to cease supplying current Services to the Customer and/or refuse the supply of new services to the Customer until it receives payment in full of the outstanding amounts (including and interest accrued thereon);
 - 4.2.1.2 for more than 30 days from the invoice date, MyOwn ISP may submit the outstanding invoice/s to an outside collection's agency/firm. In the event of the invoice/s being handed over to an outside collection agency, any costs incurred by MyOwn ISP in the collection process will be for the Customer's account;
 - 4.2.1.3 for more than 35 days from the invoice date, MyOwn ISP will cancel the fibre internet connection to the customer after suspending the services due to non-payment and notify the Customer of the intent to that effect. The Customer will receive a termination invoice within 7 days of contract termination which will include any final penalties and interest due by the Customer. Failure to settle the final account within 14 days will result in the Customer being handed over for debt collection;
- 4.2.2 If your line has been suspended due to non-payment you are still liable for the line fee for the months the line was suspended. Should you wish to cancel the billing you will need to send a completed termination document to administration department at www.myownisp.co.za/termination. Should you wish to reconnect the cancelled services you will be charged a re-connection fee which will need to be paid before we can reconnect your services and will be subject to revised credit vetting and a positive account balance.

4.3 Methods of payment

- 4.3.1 Debit orders are the preferred method of payment. <https://www.electronicmandate.com/myownisp>. Any other form of payment will only be granted on request, these include instant electronic funds transfer (EFT) and online method (by the Customer logging in to their account on the Datatill portal and paying via Sage Pay or Zapper);
- 4.3.2 A processing fee of R50 will be charged for all returned debit orders and will be charged for each occurrence;
- 4.3.3 Should the Customer be granted the option to pay by EFT, it is the sole responsibility of the Customer to ensure that all payments are made using the correct beneficiary reference number as indicated on the invoice. Failure to comply will result in a processing fee of R30 and will be charged for each occurrence. Failure to comply may cause service disruption as a result of the account being suspended due to non-payment.

4.4 Fee Increases

- 4.4.1 The Customer acknowledges and agrees that MyOwn ISP will be entitled, on 30 days' written notice to the Customer, to increase the fees payable by the Customer in circumstances of the direct costs to MyOwn ISP in providing the services (including and without limitation, the charges charged by the Network provider in respect of such services) being increased. The increases to the fees shall commensurate with the increased costs of providing the Services.

4.5 Refunds

- 4.5.1 MyOwn ISP will not credit any Customer due to service interruptions caused by downtime of the fibre network operation due to maintenance, power failures or slow speeds caused by the Fibre Network Operator's (FNO) network, loadshedding, or any other reason caused by third parties.
- 4.5.2 MyOwn ISP will process authorized refunds to Customers each Thursday, provided it does not fall on a public holiday.

5 SERVICES AND EQUIPMENT

5.1 General

- 5.1.1 MyOwn ISP provides the Services to the Customer in Terms of the Conditions;
- 5.1.2 All Services are provided to the Customer on a month to month or contractual basis and will automatically renew at the end of each month (or at the end of the contract) unless cancelled by the Customer in accordance with these Conditions;
- 5.1.3 All fibre to the home services provided as a best-effort service with an allowed contention ratio of 1:10 as is the industry standard;

5.2 Equipment

- 5.2.1 MyOwn ISP will supply equipment at the Customer Premises which will be a FICA address, however, ownership of the Equipment will remain vested in MyOwn ISP unless: MyOwn ISP and the Customer have agreed otherwise in writing, or the Customer has purchased the Equipment from MyOwn ISP and paid to MyOwn ISP the purchase price of such Equipment in full;
- 5.2.2 It is noted that the Customer will be supplied with a free-to-use Wi-Fi-enabled router for any package applied for;
- 5.2.3 MyOwn ISP cannot guarantee internet speeds over a wireless connection. MyOwn ISP's responsibility ends at the CPE (router) device;
- 5.2.4 MyOwn ISP will maintain the Equipment at its own cost, provided that the Customer will be liable to MyOwn ISP for any damage, destruction or theft of the Equipment which damage, destruction, or theft is attributable to the Customer's acts or omissions.
- 5.2.5 MyOwn ISP has the right to inspect the Equipment at all reasonable times during the currency of the Conditions and to remove the Equipment on termination of these Conditions for any reason.

- 5.3 Other than the Equipment, MyOwn ISP will not be liable for the maintenance of any equipment provided by or on behalf of the Customer and/or whether utilized in conjunction with the services;

5.4 Remote Support / Support Services

For any remote assistance, the customer needs to call the MyOwn ISP Helpdesk on 0861 122 832 or open a ticket via helpdesk@myownisp.co.za.

6 PASSWORDS, IP ADDRESSES AND ACCOUNT HOLDER DETAILS

- 6.1 The Customer is responsible for maintaining the confidentiality of password and other related sensitive information for the user account. In the event of a breach of security through the Customer's account, the Customer will be liable for any un-authorized use of MyOwn ISP Infrastructure and Services, including any damages resulting therefrom, until the Customer notifies the MyOwn ISP Helpdesk of such a breach and MyOwn ISP has been able to rectify the breach.
- 6.2 The Customer will be liable for any additional costs incurred by MyOwn ISP due to poor passwords or other credentials of the Customer in relation to the Customer's user account (for example blank passwords or "test" accounts).
- 6.3 If MyOwn ISP assigns the Customer an Internet Protocol address in connection with its use of the MyOwn ISP Infrastructure and/or Services, the ownership of and right to use that Internet Protocol address will remain with and belong only to MyOwn ISP, and the Customer will have no right to use that Internet Protocol address except as allowed by MyOwn ISP in its sole and absolute discretion.
- 6.4 Reliance on 3rd Parties
 - 6.4.1 Whilst MyOwn ISP operates the MyOwn ISP Infrastructure, MyOwn ISP hereby advises the Customer that MyOwn ISP does not operate in isolation but relies on certain services, equipment, and/or infrastructure which are provided by a number of third parties who provide separate but interrelated and connected services which as a whole, allows the MyOwn ISP Infrastructure to function. These third parties operate as independent service providers who are not necessarily contracted by MyOwn ISP and the Customer accepts and acknowledges this fact.
 - 6.4.2 Whilst MyOwn ISP will use its best endeavours to ensure that the Services are operational at all times, MyOwn ISP does not (and cannot) warrant that the Services will be operational on a 24 hour / 365 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 several independent third parties whom MyOwn ISP has no direct control over. Accordingly, MyOwn ISP will not be liable for nor will it reimburse the Customer for any

Fees paid or costs incurred by the Customer for Services which have been interrupted/non-operational for any period due to the failure of any third-party operations and/or services and/or equipment and/or infrastructure (irrespective of whether MyOwn ISP has entered into a service level agreement with such third-party)

6.4.3 Notwithstanding the provisions, MyOwn ISP will use its best endeavours to notify the Customer in advance of any failure of, or interruption to the Services, and where applicable any required maintenance and repairs which may result from such failure, interruption, or unavailability, where MyOwn ISP is in a position to do so.

7 UPGRADES AND DOWNGRADES

- 7.1 A downgrade occurs when the Customer changes its current package to a package at a lower cost. An upgrade would be the opposite of a downgrade;
- 7.2 The Customer must contact MyOwn ISP via any support channel to request an upgrade or downgrade of their line speed. The lead time for such an upgrade or downgrade will be communicated to the client by the MyOwn ISP Helpdesk;
- 7.3 The Customer must notify MyOwn ISP of downgrades or upgrades on or before the 20th of each month for the downgrade or upgrade to take effect from the first day of the next month. Until the downgrade or upgrade is actioned by MyOwn ISP, the Customer will continue to be charged for the rate of the existing package;
- 7.4 If a service is downgraded during the month, there will be no refund/pro-rata for the money paid already for that service.

8 INDEMNITY AND LIMITATION OF LIABILITY

- 8.1 The Customer agrees to indemnify MyOwn ISP (and its affiliates) and at all times keep it indemnified against all losses, claims, expenses, damages, liabilities, actions demands, proceedings, and judgements whatsoever in relation to or arising directly or indirectly out of the provision by MyOwn ISP of the Services; and the Customer will reimburse MyOwn ISP from time to time for all costs and expenses (including legal and other professional fees) that MyOwn ISP may reasonably incur in connection with investigating, preparing or defending any such action or claim, whether or not in connection with pending or threatened or actual litigation or arbitration in which MyOwn ISP is a party and whether or not resulting in any liability on its part, except to the extent that such action or claim is found in the final judgement to be the direct result of MyOwn ISP's fraud, gross negligence or breach of these Conditions;
- 8.2 Subject to the provisions of the CPA to the extent that the CPA applies to these Conditions and the Customer, MyOwn ISP will not be liable to the Customer, or any third-party claiming through or on behalf of the Customer, in respect of any claim whatsoever, whether in contract, delict or otherwise, for any loss, damages, costs or expenses directly or indirectly incurred as a result of the provision by MyOwn ISP of the Services, except to the extent that such losses, damages, costs or expenses incurred by the Customer are found in the final judgement to be the direct result of fraud, gross negligence or breach of these Conditions by MyOwn ISP. In these or any other circumstances, the maximum amount of the liability of MyOwn ISP in respect of such losses, damages, costs, or expenses will be limited to the amount of fees that have been paid to MyOwn ISP by or on behalf of the Customer in connection with the Services;
- 8.3 Without limiting the generality, MyOwn ISP will not (other than in circumstances of the gross negligence or fraudulent intent of MyOwn ISP) be liable for any damage or loss suffered by the Customer caused by and/or attributable to:
 - 8.3.1 the Services being interrupted, suspended or terminated, for whatsoever reason; and/or
 - 8.3.2 communications not being sent and/or received and/or transmitted timeously or at all for any reason whatsoever; and/or
 - 8.3.3 circumstances that constitute a force majeure event (as contemplated in clause 10); and/or
 - 8.3.4 the Customer's failure to perform its obligations under these Conditions; and/or
 - 8.3.5 changes made to the Customer's operating environment which were not communicated to MyOwn ISP; and/or
 - 8.3.6 a power failure or power interruptions at any site from where the Services or any component of the Services are rendered; and/or
 - 8.3.7 any failure or delay by the Customer to report problems or queries to MyOwn ISP's Helpdesk and/or
 - 8.3.8 the equipment of any recipient party being non- functioning for any reason whatsoever; and/or

- 8.3.9 the failure of any hardware, software program, operating system, application/s, networks, telecommunication lines and/or any other computer system (or any component thereof) of any third party on whom the supplier and/or the customer relies (whether directly or indirectly) to supply and/or receive, as the case may be the services;
- 8.3.10 the unavailability of MyOwn ISP's website for any reason whatever; and/or
- 8.3.11 the Customer using the Service for any unlawful, improper or immoral purpose; and/or
- 8.3.12 the unlawful or fraudulent access by a third party of the Customer's telecommunication lines, PBX, or other telecommunication equipment.

9 WARRANTIES

Subject to any warranties that may be implied by the CPA to the extent that the CPA applies to these Conditions and the Customer, MyOwn ISP does not make any representations nor, give any warranty or guarantee of any nature whatsoever, whether express or implied, in respect of the Services or the Equipment including but not limited to implied warranties of merchantability and fitness or suitability for any intended purpose, nor that the Services will be error-free, secure or uninterrupted.

10 FORCE MAJEURE

- 10.1 MyOwn ISP will not be liable for any delay in performing or any failure to perform any of its obligations in terms of the Conditions due to any cause beyond its reasonable control;
- 10.2 Upon the occurrence of any delay or failure referred to in this clause 10, the provisions of the Conditions which are affected shall be suspended for as long as the cause in question continues to operate, provided that if the delay or failure referred to in this clause 10, has not ceased to operate within 3 months from the date upon which it arose, the Services may by way of notice in writing be cancelled by either Party.

11 CANCELLATION

- 11.1 Should MyOwn ISP commit a breach of any of the provisions of these Conditions and fail to remedy that breach within 7 business days after receipt from the Customer of the written notice calling upon it so to do, then the Customer will be entitled to either:
 - 11.1.1 enforce specific performance of the terms hereof; or
 - 11.1.2 cancel the Services with effect from the beginning of the following calendar month and recover such damages as it may have sustained;
- 11.2 In addition to any other rights to cancel which the Customer may have in terms of this agreement, the Customer may cancel the Services at any time with one month's written notice to MyOwn ISP in terms of the provisions of Sec 14(2) of the Consumer Protection Act, 68 of 2008 (the Act); In the event of such cancellation by the Customer, MyOwn ISP will be entitled to charge a reasonable cancellation fee in terms of Sec 14(3)(i) as read with Regulation 5(2) of the Act from the Customer. Please note that if we receive a termination request before the 25th of the month, we will schedule termination for the same month. If the termination request is received after the 25th of the month, termination will be scheduled for the end of the following month;
- 11.3 In the event of an early cancellation of the contract, as per the contract, up to 24-month pro-rate claw-back will be applied. IE: the customer will be liable for the outstanding pro-rata amount of the installation, connection, or Wi-Fi router (as applicable) should they cancel the contract within the first 24-month period from the service activation date.
- 11.4 The Customer will be liable for the full cost of any Fibre line ordered by completing the Application Form and then cancelling such Application Form after 60 days of its submission and before installation.
- 11.5 Customers must notify the Helpdesk of a cancellation request in writing by emailing completed termination forms, available at www.myownisp.co.za/terminations, to accounts@atec.co.za. The onus lies with the Customer to establish communication regarding cancellation. This includes the communication to confirm a cancellation request is accepted by MyOwn ISP;
- 11.6 In addition to any other cancellation rights which MyOwn ISP may have in these Conditions, if the Customer breaches any term of these Conditions including any failure to pay MyOwn ISP any monies on the due date, and fail to remedy that breach within 7 business days after receipt from MyOwn ISP of the written notice calling upon it so to do, then MyOwn ISP will be entitled without prejudice to any right it may have as a result of that breach, cancel these Conditions and cease

- providing the Services to the Customer – this remedy will not be exhaustive and will be in addition and without prejudice to any others MyOwn ISP may have under or in consequence of these Conditions;
- 11.7 If an application for business rescue proceedings or liquidation is filed by or against the Customer, or if the customer is sequestrated, liquidated, goes out of business, or announces intention to do so, MyOwn ISP will be entitled to immediately cancel these Conditions and terminate current Services, upon notice to the Customer;
- 11.8 If the supply of the Services is terminated in accordance with clause 11, the full outstanding balance of the Customer becomes due and payable immediately.

12 DISPUTE RESOLUTION

- 12.1 Any dispute between the Parties concerning any matter arising out of any Invoice and/or these Conditions or their interpretation or their respective rights and obligations arising thereunder or their cancellation or any matter arising out of their cancellation must first be (attempted to be) resolved by the Customer and a manager of MyOwn ISP in accordance with the following procedure:
- 12.1.1 the Customer must submit to accounts@atec.co.za a written complaint/dispute setting out the Customer's full particulars, contact details, customer reference number, relationship with MyOwn ISP, statement of reasons for the complaint/dispute, and any relevant evidence or supporting documentation;
- 12.1.2 MyOwn ISP must:
- 12.1.2.1 acknowledge receipt of the complaint/dispute within 3 business days of its submission by the Customer; and
- 12.1.2.2 determine the outcome of the complaint/dispute, and communicate this result to the Customer within 14 business days of the above acknowledgement.
- 12.1.3 MyOwn ISP will not entertain any dispute/complaint in respect of an Invoice or Fees based on unauthorized use of the Services, it being the Customer's responsibility to safeguard access to the Services which it receives and to use the Services in the manner set out in these Conditions.
- 12.1.4 If the Customer is not satisfied with the outcome, then the complaint/dispute will be submitted to and determined by arbitration. Such arbitration will be held in Pretoria unless otherwise agreed to between the Parties in writing and will be held in a summary manner with a view to the proceedings being completed as soon as possible.
- 12.1.5 There will be 1 arbitrator whose appointment will be agreed upon between the Parties, but failing agreement between them within 10 Business Days after the arbitration has been demanded, either of the Parties will be entitled to request the chairperson for the time being of the Pretoria Bar Council to make the appointment who, in making his appointment, will have regard to the nature of the dispute.
- 12.1.6 The decision of the arbitrator will be final and binding on the Parties and may be made an order of any court of competent jurisdiction.
- 12.1.7 Each of the Parties hereby submits itself to the jurisdiction of the Gauteng Local Division of the High Court of South Africa, Pretoria should the other Party wish to make the arbitrator's decision and order of that Court.

13 CONFIDENTIALITY

MyOwn ISP will keep all information supplied to, or acquired by it in connection with any order in terms of these Conditions strictly confidential, shall not use such information or any part thereof for any purpose other than permitted under these Conditions.

14 NOTICES

Notices required by these Conditions shall be in writing and will be delivered via email. Emails will be deemed to be received on the business day they are sent if sent before 16h00 on that day or the next business day thereafter are sent after 16h00 on a business day or if sent on a non-business day.

15 PROCESSING OF PERSONAL INFORMATION, RIGHTS TO PRIVACY, RICA, NCA AND POPIA

- 15.1 It is recorded that-
- 15.1.1 this Customer Agreement is not a credit agreement as contemplated in the NCA; and
- 15.1.2 this Customer Agreement may be subject to a credit

referencing or risk assessment process.

- 15.2 By requesting and utilising the Services, the Customer consents to:
- 15.2.1 MyOwn ISP recording and storing, in a secure manner, the Customer's details for record-keeping purposes and to comply with its obligation in terms of these Conditions;
- 15.2.2 MyOwn ISP providing the Customer's details to any law enforcement agencies upon it being requested to do so;
- 15.2.3 MyOwn ISP using location-based services for any lawful or third-party service;
- 15.2.4 Cookies being stored to provide customised services (if any);
- 15.2.5 certificates being stored;
- 15.2.6 MyOwn ISP, third-party vendors/partners redirecting the Customer to third party vendor payment processing partners; and
- 15.2.7 MyOwn ISP making the Customer's personal information available to its Affiliates, provided that such personal information will not be provided to or sold to any third parties which are not Affiliates written consent of the Customer.

16 GENERAL

- 16.1 The Customer will not be entitled to assign, cede, delegate or transfer any rights, obligations, share or interest acquired in terms of the Conditions and/or the Services, in whole or in part, to any other party or person without the prior written consent of MyOwn ISP;
- 16.2 No Party will have any claim or right of action arising from any undertaking, representation, or warranty not included in these Conditions;
- 16.3 No extension of time, relaxation, or indulgence granted by MyOwn ISP to the Customer will be deemed to be a waiver or tacit amendment of MyOwn ISP's or the Customer's rights in terms hereof, nor will any such relaxation or indulgence be deemed to be a novation or waiver of the terms and conditions of these Conditions;
- 16.4 Each of the provisions of these Conditions will be considered as separate terms and conditions and in the event that these Conditions are affected by any legislation or any amendment thereto, or if the provisions herein contained are by virtue of that legislation or otherwise, held to be illegal, invalid, prohibited or unenforceable, then any such provisions shall be ineffective only to the extent of the illegality, invalidity, prohibition or unenforceability and each of the remaining provisions hereof shall remain in full force and effect as if the illegal, invalid, prohibited or unenforceable provision was not a part hereof;
- 16.5 All costs, charges, and expenses of any nature whatever which may be incurred MyOwn ISP in enforcing its rights in terms of these Conditions, including without limiting the generality of the foregoing, legal costs on the scale of attorney and own Customer and collection commission, irrespective of whether any action has been instituted, will be recoverable on demand from the Customer against which such rights are successfully enforced and will be payable on demand;
- 16.6 The validity of these Conditions, their interpretation, the respective rights and obligations of the parties, and all other matters arising in any way out of these Conditions or their performance will be determined in accordance with the laws of South Africa;
- 16.7 This Agreement supersedes and cancels all previous agreements between MyOwn ISP and the Customer relating to the subject matter hereof.

17 ACCEPTABLE USE POLICY

- 17.1 General and Acceptable use
- 17.1.1 The provisions of the Acceptable Use Policy:
- 17.1.1.1 form part of the Conditions;
- 17.1.1.2 are binding on the Customer; and are intended as guidelines and are not meant to be exhaustive.
- 17.1.2 Generally, conduct that violates any law, regulation, or the accepted norms of the Internet community, whether or not expressly mentioned in the Acceptable Use Policy, is prohibited. MyOwn ISP prohibits activities that may damage its commercial reputation and goodwill and reserves the right to take such steps as it may deem required to protect itself from such damage being caused by the Customer. The Customer must:
- 17.1.2.1 use the Internet and MyOwn ISP's Infrastructure for his/her personal use only and must do so with respect, courtesy, and responsibility, giving due regard to the rights of other Internet and/or MyOwn ISP Infrastructure users;
- 17.1.2.2 have a basic knowledge of how the Internet functions, the types of uses which are generally acceptable, and the types of uses which are to be avoided;

- 17.1.3 The Customer acknowledges and agrees that MyOwn ISP is unable to exercise control over the content of the information passing over the MyOwn ISP Infrastructure and the Internet, including any websites, electronic mail transmissions, newsgroups, or other material created or accessible over the MyOwn ISP Infrastructure. Accordingly, MyOwn ISP is not responsible for the content of any messages or other information transmitted over the MyOwn ISP Infrastructure and/or the Internet.
- 17.1.4 The Customer agrees to indemnify MyOwn ISP and its Affiliates in full and on-demand from and against any loss, damage, costs, or expenses which they may suffer or incur directly or indirectly as a result of the Customer's use of the MyOwn ISP Infrastructure and/or Internet otherwise than in accordance with the Acceptable Use Policy, the Conditions, and the Applicable Laws.
- 17.2 Prohibited, Unacceptable and Unlawful use**
- 17.2.1 The MyOwn ISP Infrastructure may be used only for lawful purposes and Customers may not violate any Applicable Laws when using the Infrastructure and/or the Internet;
- 17.2.2 Transmission, downloading, distribution, or storage of any material on or through the MyOwn ISP Infrastructure in violation of Applicable Laws by the Customer is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secrets, or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat, violates export control laws, constitutes child sexual abuse imagery, pirated software, illegal downloads, "Hacker programs or archives", "Ware Sites", "Irc Bots", "Illegal Mp3's", drug dealing or other illegal activities.
- 17.2.3 As members of ISPA and FPB, we follow the guidelines / legislation set forth from these organizations. See details at www.ispa.org.za and www.fpb.org.za.
- 17.2.4 The Customer is prohibited from posting defamatory, scandalous, violent, or private information about a person without their consent, intentionally inflicting emotional distress, or violating trademarks, copyrights, or other intellectual property rights.
- 17.2.5 The Customer may not sell the ISP's services to any third party.
- 17.2.6 The ISP reserves the right to suspend and /or terminate, refuse services to any Customer who is found to be abusive to its staff members in any way.
- 17.3 Business Use**
- The Customer acknowledges that there is a distinction between residential/home internet services (fibre-to-the-home) and business services (fibre-to-the-business);
- 17.4 System & Network Security**
- 17.4.1 to systems and networks under this section include the Internet (and all those systems and/or networks to which the Customer is granted access through MyOwn ISP) and include but are not limited to the MyOwn ISP Infrastructure itself;
- 17.4.2 The Customer may not circumvent user authentication or security of any host, network, or account (referred to as "cracking" or "hacking"), nor interfere with service to any user, customer, host, or network (referred to as "denial of service attacks").
- 17.4.3 Violations of system or network security by the Customer are prohibited and may result in civil or criminal liability. MyOwn ISP will investigate incidents involving such violations and will involve and will co-operate with law enforcement officials if a criminal violation is suspected.
- 17.4.4 Examples of system or network security violations include, without limitation, the following:
- 17.4.4.1 unauthorized access to or use of data, systems, or networks, including any attempt to probe, scan or test the vulnerability of any system or network or to breach security or authentication measures without the express authorization of MyOwn ISP;
- 17.4.4.2 unauthorized monitoring of data or traffic on the network or systems without express authorization of MyOwn ISP;
- 17.4.4.3 interference with service to any user, customer, host, or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks;
- 17.5 Fair Access**
- 17.5.1 To help ensure that all customers have fair and equal use of the Services and to protect the integrity of the MyOwn ISP Infrastructure, MyOwn ISP reserves the right and will take necessary steps, to prevent improper or excessive usage of the MyOwn ISP Infrastructure. These steps include, but are not limited to:
- 17.5.1.1 limiting throughput;
- 17.5.1.2 preventing or limiting service through specific ports or communication protocols; and/or
- 17.5.1.3 complete termination of Services to users who grossly abuse the MyOwn ISP Infrastructure through improper or excessive usage.
- 17.5.2 This applies to and will be enforced for intended and unintended (e.g., viruses, worms, malicious code, or otherwise unknown causes) prohibited usage;
- 17.5.3 Online activity will be subject to the available bandwidth, data storage and other limitations of the Service provided, which MyOwn ISP may, from time to time, revise at its discretion and without prior notice to the Customer.
- 17.6 Reporting Network Abuse and Complaints**
- Anyone may report a complaint, a violation, or suspected violation of the Acceptable Use Policy to MyOwn ISP by contacting us via email: helpdesk@myownisp.co.za.
- 17.7 Breach of Acceptable Use Policy**
- 17.7.1 MyOwn ISP may, in its sole discretion, determine what constitutes a breach of the Acceptable Use Policy.
- 17.7.2 Upon MyOwn ISP becoming aware of an alleged violation of the Acceptable Use Policy, it may:
- 17.7.2.1 initiate an investigation into this alleged violation within a reasonable time after becoming aware thereof;
- 17.7.2.2 restrict or completely withdraw the Customer's access to the MyOwn ISP Infrastructure and Internet during the investigation to prevent further possible unauthorized activity – in these circumstances the Customer is not entitled to service credits for these outages;
- 17.7.3 If the Customer is found in violation of the Acceptable Use Policy, MyOwn ISP may, in its sole discretion, restrict, suspend, or terminate the Customer's account and/or pursue other civil remedies (including but not limited to any costs associated with the investigation of a substantiated policy violation). Generally, violations will be dealt with as follows, however, MyOwn ISP may deviate from this if it determines it necessary:
- 17.7.3.1 first violations by the Customer of the Acceptable Use Policy will result in the Customer being liable for a Cleanup Fee of R1,500 and the Customer's account will be reviewed for possible termination;
- 17.7.3.2 second violations by the Customer of the Acceptable Use Policy will result in the Customer being liable for a Cleanup Fee of R3,500 and immediate termination of the Customer's account.
- 17.7.4 If a violation is a criminal offence, MyOwn ISP will notify the appropriate law enforcement department of such violation.
- 17.8 Single Forum Resolution**
- The above rights are without prejudice to the Parties respective rights to pursue a complaint or action in any other forum that has jurisdiction over the matter including the rights to submit the complaint to ISPA, FPB or ICASA, provided that the same complaint shall not be lodged at more than one forum.

END