

1 SERVICES DISCRPTIONS

These terms & conditions will be applicable for the following services rendered to the client:

- 1.1 ICT- Broadband Services (Capped, Uncapped & 3G/LTE Data Services)
- 1.2 Voice Services (Landline telephone & Mobile Services)
- 1.3 RfOG, IPTV, Distributed TV services

2 DEFINITIONS

- 2.1 "Acceptance Date" means the date, on which you accepted the Agreement, is that in writing or by way of electronic medium, for example by clicking "I agree" on a web page or via your mobile phone, or telephonic acceptance;
- 2.2 "Activation Date" means the date on which My Own will give you access to and/or enable you to use a product or service;
- 2.3 "Add to My Account Service," means the payment mechanism that enables you to pay for products and services by adding the payment to your My Own Account where the "Add to My Account" payment option is displayed. For the purposes hereof "My Own Account" means the subscription account under which you obtain access to our services;
- 2.4 The singular includes the plural and vice versa;
- 2.5 Any reference to any gender shall include the opposite gender and neuter gender and vice versa;
- 2.6 Any reference to the plural shall include the singular and vice versa;
- 2.7 "Agreement" means the agreement concluded between you and My Own ISP in respect of the product or service selected in the My Own Services Application Form which agreement will be exclusively governed by these general terms and conditions and the product specific terms and conditions applicable to the relevant product;
- 2.8 "Services Application Form" means the document (including any electronic document) on which (inter alia) you selected your service or product of choice;
- 2.9 "Home Equipment" means the equipment used to connect to the Network.
- 2.10 "Wireless Modem / Tilgin or Router" means the device, which is used to connect the subscriber to the network.
- 2.11 "Out of Bundle Usage" means data sent or received over and above the internet cap.
- 2.12 "Support Fee" means a fee payable for support which falls outside the scope of the Service Levels Agreement relevant to the service.
- 2.13 "Call Centre" means the point of contact for admin, support and installation purposes with contact details as indicated in the marketing material
- 2.14 "Cap" means the maximum amount of international and local data measured in gigabytes sent and received during one calendar month, depending on the subscriber's packages
- 2.15 Internet Top-up means out of package usage that can be purchased via the eStatePortal™ website.
- 2.16 Soft Cap – When the amount of data usage per month is reached as per current contract (Upload and Download) the subscriber will be not be able to browse the web or up and download any files.
- 2.17 New Installation and Services Activation Charge – This is the once-off new installation and activation charge which is required to deliver the services initially. This charge is only applicable for new connections to the network (No previous home equipment installed)
- 2.18 Services Activation Charge - This is the activation charge which is required for the second or more connections to the network.
- 2.19 "Business Day" means Monday to Friday, excluding Saturdays & Sundays as well a day which is an official public holiday in the Republic of South Africa;
- 2.20 "Business Hours" means the hours between 08h00 and 17h00 on a Business Day;
- 2.21 "CPA" means the Consumer Protection Act, 2008;
- 2.22 "Electronic Communications Act" means the Electronic Communications;
- 2.23 "ECT Act" means the Electronic Communications and Transactions Act, 2002;
- 2.24 "Equipment" means any device, equipment or hardware used to access the services or used in conjunction with the services, including any SIM (Client Identity Module) card;
- 2.25 ICASA" means the Independent Communications Authority of South Africa;
- 2.26 "Intellectual Property Rights" means the copyright in any work in terms of the Copyright Act, No. 98 of 1978, and includes without limitation the right to reproduce that work, the rights in respect of a trade mark conferred by the Trade Marks Act, No. 194 of 1993, the rights in respect of a design conferred by the Designs Act, No. 195 of 1993, and the rights in respect of a patent conferred by the Patents Act, No. 57 of 1978 including any

applications for the a foregoing and any names, licenses, know how, trade secrets and data associated with the a foregoing;

- 2.27 "Juristic Person" means a company or close corporation and includes a body corporate, partnership, association or trust;
- 2.28 "ATEC Trade Marks" means any Trade Marks, logos, brand names, trade names domain names or other names or Trade Marks of ATEC whether registered or not
- 2.30 "My Own", "ATEC", "we", "us" and "our" means My Own, a division of ATEC Systems & Technologies (Proprietary) Limited, Registration Number 2005/013296/07, its affiliates and subsidiaries;
- 2.31 "NCA" means the National Credit Act, 34 of 2005;
- 2.32 "Network Coverage" means the geographical area within which the service can be accessed and used by you, as determined at the time coverage was established;
- 2.33 "Network Operator" means a company that owns an electronic communications network, and which makes such network and the electronic communications services conveyed over such network available to other industry players for commercial purposes (e.g. Vodacom, MTN, Neotel, DFA, Link Africa, Frogfoot, Vumtel, MFN or Telkom);
- 2.34 "WEP Key" or "WPA2 PSK" is a security code issued by My Own to the client to ensure the client has secure access to their own Wi-Fi wireless network provided by My Own.;
- 2.345 "RICA" means the Regulation of Interception of Communications and Provision of Communication Related Information Act, 2002;
- 2.36 "Website" means www.atec.co.za;
- 2.37 "Subscriber", "Client", "you" or "Customer" means a user of any of our products or services;
- 2.38 "Uncontrollable Event" means (including without limitation) any fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, rebellions or revolutions in any country or any other cause beyond the reasonable control of My Own ISP including the termination or suspension of a service or product provided by a Network Operator, that may result in a delay or a failure to provide any product or service; and
- 2.39 "VAT" means Value Added Tax as provided for in the Value Added Tax Act, 1991.

3 SERVICE USAGE TERMS

3.1 NEW INSTALLATION AND SERVICES APPLICATIONS

(First Connection of Client)

- 3.1.1 The Client will be responsible to pay the New Installation Charge (location dependent) before installation commences.
- 3.1.2 The Client is required to complete the New Installation and Services Application Form (available at the Call Centre signup@MyOwnisp.co.za), and send the completed documents together with supporting documentation and proof of payment to the Call Centre.
- 3.1.3 My Own shall inform the Client of the installation date which shall be within 14 working days from the date of receipt of the all the documentation
- 3.1.4 The Client shall be required to have the following infrastructure available:
 - 3.1.4.1 A Multi Plug with European Connection
 - 3.1.5 A My Own ISP Representative will confirm the setup and installation date and time with the subscriber. Should the subscriber fail to be available on the appointed date and time, a new appointment will be made and may be charged additionally
- 3.1.6 Upon the completion and provisioning of the above, My Own shall install and setup the following:
 - 3.1.6.1 CPE device (Wireless Modem / Tilgin or Router)
 - 3.1.6.2 Telephone Handset (where applicable)
 - 3.1.6.3 Uninterrupted Power Supply (UPS) (where applicable)
 - 3.1.6.4 Setup Intercom Services (where applicable)
 - 3.1.6.5 TV access point (where applicable)
 - 3.1.6.6 Setup Voice Mail (where applicable)

3.2 SERVICES APPLICATIONS (Subsequent subscriber connections)

- 3.2.1 The subscriber will be responsible to pay the Services Activation Fee before activation can commence.
- 3.2.2 The Client is required to complete the Services Application form (available on our website or our Call Centre), and send the completed documents together with the supporting documentation and proof of payment of Activation Fee (to be confirmed) to the Call Centre.
- 3.2.3 ATEC shall inform the subscriber of the activation date which shall be within 14 working days from date of receipt of the documentation
- 3.2.4 The Client shall be required to have the following infrastructure available:
 - 3.2.4.1 ATEC CPE (Wireless Modem / Tilgin or Router) Home equipment
 - 3.2.4.2 Telephone Handset (where applicable)

- 3.2.4.3 Uninterrupted Power Supply (UPS) (where applicable)
- 3.2.4.4 TV access point (where applicable)
- 3.2.4.5 A Multi Plug with European Connection
- 3.2.5 A My Own Representative will confirm the set-up date and time with the Client. Should the Client fail to be available on the appointed date and time, a new appointment will be scheduled and billed accordingly
- 3.2.6 Upon the completion and provisioning of the above, My Own shall:
 - 3.2.6.1 Setup e-Mail Address (es) (where applicable)
 - 3.2.6.2 Connect Telephone handset (where applicable)
 - 3.2.6.3 Configure Computer or Laptop (where applicable)
 - 3.2.6.4 Setup Intercom Services (where applicable)
 - 3.2.6.5 Setup TV to centralized network (where applicable)
 - 3.2.6.6 Setup Voice Mail (where applicable)

3.3 BILLING

- 3.3.1 The following services will be payable monthly in advance within 7 days of invoice each and every calendar month: (Where applicable)
 - 3.3.1.1 Additional Internet Packages
 - 3.3.1.2 Extra e-Mail Addresses
 - 3.3.1.3 Line Rental Subscription
 - 3.3.1.4 Itemized Billing
 - 3.3.1.5 Any monthly internet service fee
- 3.3.2 The following usage based services will be payable within 7 days of invoice in arrears:
 - 3.3.2.1 Telephone Usage Costs
 - 3.3.2.2 Intercom Divert Costs
 - 3.3.2.3 Any punitive administrative cost relating to Client's account.
 - 3.3.2.4 Support Fees
 - 3.3.2.5 Internet Top-Up
 - 3.3.2.6 Upgrades made to the Client services in the previous month.
- 3.3.3 The following methods of payment are acceptable though we encourage you to use debit order facility to avoid suspension and additional reconnection and interest charges:
 - 3.3.3.1 Debit Order
 - 3.3.3.2 Electronic Fund Transfer (EFT)
 - 3.3.3.3 Direct Bank Deposit
 - 3.3.3.4 Credit Card

3.4 INTERNET USAGE

- 3.4.1 DISCLAIMER
 - 3.4.1.1 Because of the nature of the sessions, we do not guarantee the efficiency and/ or accuracy of the measures available to limit the usage as contemplated in this clause 3.4
 - 3.4.1.2 My Own accordingly does not accept responsibility if the Subscriber exceeds the Cap and it is therefore the responsibility of the subscriber to monitor own usage.
 - 3.4.1.3 For the purpose of clarity, My Own provides the services to the subscriber on the strict and absolute condition that the subscriber will bear the risk of unauthorised or fraudulent usage of any the services, which are provided, and will be liable to My Own in full for such unauthorised or fraudulent usage.
- 3.4.2 MEASURES TO CONTROL AND COMMUNICATE MONITORING
 - 3.4.2.1 Notwithstanding the provisions of 3.4.1.1 above, the subscriber can monitor usage via the eStatePortal™ Website.
 - 3.4.2.2 Notwithstanding the provisions of 3.4.1.1 above My Own will send communication via SMS and e-Mail on the following intervals:
 - 3.4.2.2.1 You have less than 50% of internet bandwidth (Subscribed package + Top-ups) left.
 - 3.4.2.2.2 You have less than 20% of internet bandwidth (Subscribed package + Top-ups) left.
 - 3.4.2.2.3 Your internet bandwidth (Subscribed package + Top-ups) is almost depleted
 - 3.4.2.3 It is specifically noted that it is the subscriber's responsibility to ensure that the above contact details pertaining to SMS and e-mail delivery is kept up-to-date on the eStatePortal™
 - 3.4.2.4 My Own cannot guarantee receipt of SMS or e-mail messages as 3rd party networks are involved
 - 3.4.2.4 My Own network management systems stores data which can be analysed to indicate main areas of data usage PER SUBSCRIBER ACCOUNT.
 - 3.4.2.4. Should a subscriber have a specific query with regards to his usage, he can request an Internet Usage Report to be done on his account by requesting such audit from the helpdesk. This audit will give details up to two months prior and is available free of charge. A maximum of three (3) audits will be permitted per subscriber annum, thereafter a fee will be charged
 - 3.4.2.4 This request must be submitted in writing to the helpdesk to ensure My Own is properly authorised to access otherwise confidential information
 - 3.4.2.5 A report providing all IP addresses accessed during the review period,

- with the resolution of the 5 highest IP Addresses
- 3.4.2.6 It should be noted that this process CANNOT identify which Wi-Fi Device or network device WITHIN the subscribers House or Office had used a specific amount of data or accessed a specific Internet site.
- 3.4.2.5 Should the subscriber want to regulate and monitor usage WITHIN his own Wi-Fi network (on his account) he has to install a Network Firewall or Monitoring device supplied by a third- party vendor
- 3.4.3 EXCEEDING THE CAP AND RESTORATION
 - 3.4.3.1 Once the Cap has been reached, the Soft Cap will become applicable, until any of the following events occur:
 - 3.4.3.1.1 The Purchase of Internet op-Up
 - 3.4.3.1.2 The Upgrade of Internet Package
 - 3.4.3.1.3 The start of a new month
 - 3.4.3.2 Once any of the above occurrences have taken place, normal web browsing will become available.
 - 3.4.3.3 The purpose of the Soft Cap mentioned in 3.4.3.1 is to ensure that in all events the subscriber retains the ability to purchase Top Up Cap and/or upgrade a package on the eStatePortal™ landing page. My Own expressly reserves the right to take appropriate measures should this facility be abused by any subscriber.
- 3.4.4 SERVICES PRICING
 - 3.4.4.1 Services pricing is reflected on the marketing material, application Form and/ or the eStatePortal™. Where a conflict exists between prices, the pricing on the eStatePortal™ is deemed to be correct
 - 3.4.4.2 My Own reserves the right to adjust prices or internet packages from time to time to accommodate changing market needs
 - 3.4.4.3 When prices or packages are adjusted as per 3.4.4.2 above, My Own shall communicate such adjustment via e-mail at least 30 days prior to the activation date and it will be the responsibility of the subscriber to ensure that he is familiar with such changes. Should a package be discontinued, the user will be moved to the package which is closest to the package for which the subscriber has been paying. The subscriber can then opt to either upgrade or downgrade from that package by calling the My Own helpdesk or making the change online via the eStatePortal™
 - 3.4.4.4 Downgrade charges will be applicable when downgraded from Uncapped Internet Services to Capped Internet Services. The downgrade charge (penalty) will be equal to the Uncapped Internet Services monthly subscription amount.
- 3.4.5 UNUSED INTERNET DATA CAPACITY (Including Top-Up Internet usage)
 - 3.4.5.1 Any data capacity which is not used at the end of the month shall expire.

4 DURATION AND TERMINATION OF "MONTH-TO-MONT H" AGREEMENT

- 4.1 Any services can be cancelled with one calendar month's written notice to My Own. Services to be settled in full prior to termination of account and arrear amounts to be settled prior to acknowledgment of account termination by My Own
- 4.2 The Termination of My Own Services Form needs to be completed and sent to the Help Desk (retentions@MyOwnisp.co.za) one calendar month prior to termination of services. The Termination of My Own Services Form may be obtained from your estate website or by contacting the helpdesk
- 4.3 It is specifically noted that the cancellation of all or any services shall not constitute the termination of the agreement and that the agreement shall only be terminated in the instances envisioned below in 4.4 Subject to the Provisions of the Services Terms and Conditions, the agreement shall terminate upon:
 - 4.4.1 A calendar month's written notification by the Client that the Client wishes to cancel the agreement due to relocation
 - 4.4.2 Full settlement of any outstanding account balances.
 - 4.4.3 Insolvency of either party

5 BREACH AND NON-PAYMENT OF ACCOUNTS

- 5.1 In the event of either My Own or the subscriber committing a breach of any term or condition of this contract and remaining in default notwithstanding 14 (FOURTEEN) days written notice calling for the remedy of the breach, the aggrieved party shall be entitled (without prejudice to such aggrieved party's right to claim damages arising from such breach), either:
 - 5.1.1 To claim an order for specific performance;
 - 5.1.2 To cancel this agreement.
- 5.2 Where the account is not paid as per 4.4 above or where a debit order is declined:
 - 5.2.1 ATEC reserves the right to suspend the Provisioning of the Service in terms of the Services Terms and Conditions or as a breach or as a result of non-

payment.

- 5.2.2 The Client will be charged a re-connection for a suspended account at an administration fee R350.00 (incl. VAT) payable prior to the re-connection
- 5.2.3 My Own reserves the right to charge interest on late payments at a rate of 11% (eleven percent) on the total outstanding amount from the date that payment was due, which rate the subscriber acknowledges as reasonable.
- 5.2.4 My Own reserves right, to contract a debt collection agency, to recover outstanding account in the event of non-payment. All legal or collection fees will be for the Subscriber's account.
- 5.3 In the instance of 5.2.2 above the Service shall be restored within 24 to 48 business hours of receipt of payment.
- 5.4 The Subscriber indemnifies My Own against any damage, loss, cost or claim which may arise from the suspension or termination of the Service.
- 5.5 Should a subscriber vacate or Sell a property the subscriber shall ensure that all outstanding accounts are paid in full.
- 5.6 Should a subscriber vacate or sell a property without payment settling an outstanding account the subscriber explicitly grants My Own the right to submit a claim to the HOA to include the outstanding amount as part of a levy balance and to recover in the same way as outstanding levies are recovered before a clearance certificate is issued.

6 COMMENCEMENT, DURATION, TERMINATION & COOLING OFF

- 6.1 The Agreement will commence on the Acceptance Date and endure indefinitely until it is cancelled as provided for in this clause 2, or otherwise provided in this Agreement. In the event that the product or service you have applied for is not activated within 30 (thirty) days of the Acceptance Date (or such extended period as My Own may advise) due to an Uncontrollable Event, the Agreement will automatically terminate and no party shall have any liability to the other as a result of such termination.
- 6.2 **Fixed Term Agreements**
- 6.2.1 where the Acceptance Date is after 31 March 2015 and the subscriber is a natural person, you may cancel the Agreement either on the expiry of the fixed period ("Initial Fixed Period") selected in the Application Form (such Initial Fixed Period calculated from the Activation Date) or on at least one (1) calendar month's written notice to My Own at any time prior to the expiry of the Initial Fixed Period. If the Agreement is not cancelled by you or by My Own prior to or on the expiry of the Initial Fixed Period, it will automatically continue and constitute a month to month agreement terminable on at least 1 (one) calendar month' notice to My Own, which termination will take effect on the first day of the month immediately following the end of the applicable notice period. We will notify you not more than 60 (sixty) and not less than 20 (twenty) Business Days prior to the expiry of the Initial Fixed Period of the impending expiry date any material changes to the Agreement that will apply to such automatic renewal and you retain your right to cancel as aforesaid.
- 6.2.2 Where the subscriber is a Juristic Person, you may not cancel the agreement during the initial fixed term of the Agreement (such initial fixed period calculated from the Activation Date) save for a material remedied breach committed by My Own. At the expiry of the initial fixed period, the Agreement will automatically renew and will continue on a month to month basis ("Renewal Period") on the revised terms including revised pricing applicable for such Renewal Period which My Own will notify you of prior to the expiry of the initial fixed period. You may terminate the Agreement during the Renewal Period by giving us either 1 (one), 2 (two) or 3 (three) calendar months' notice, which notice will take effect on the first day of the month immediately following the end of such notice period.
- 6.2.3 My Own may cancel the Agreement –
- 6.2.3.1 in the case of a fixed term agreement concluded with natural persons – 20 (twenty) Business Days after giving you written notice to remedy a material breach of the Agreement and you have failed to remedy that breach with such time; and 6.2.3.2 in the case of any other fixed term agreement or any month to month agreement, on the expiry of the reasonable notice period given to you to remedy a material breach and you have failed to remedy that breach within such reasonable period, or otherwise as provided for in the Service Terms or these general terms and conditions.
- 6.2.4 In the case of a fixed term agreement contemplated in 6.2, in the event that you cancel the agreement prior to the expiry of the Initial Fixed Term. You will remain liable for all amounts owing up to the date of cancellation and in addition My Own will be entitled to impose a reasonable cancellation penalty in contemplation of the Agreement enduring for its intended fixed term.
- 6.3 Save as specifically provided for in clause 6.2 above, termination of the Agreement shall be governed by and given effect to as contemplated in this Agreement. In particular, month to month agreements (other than fixed term agreements contemplated in clause 6.2.1 and clause 6.2.2) may be terminated by either My Own or you on one calendar months' notice, save to

the extent provided otherwise in the Product Terms, which termination will take effect on the first day of the month immediately following the end of the applicable notice period.

- 6.4 Notwithstanding the termination of the Agreement, in the event that you continue to use the products or services despite the termination of the Agreement, you will remain liable for and promptly pay on demand all amounts that would have been due to My Own as a result of the use of or access to the product or service and this Agreement shall be deemed to continue to apply until such time as all amounts due to My own have been paid in full.
- 6.5 If the Agreement results from any direct approach to you by My Own or is an electronic transaction as contemplated in the ECT Act, you will be entitled to cancel the Agreement on written notice to My Own without reason or penalty within 5 (five) Business Days of –
- 6.5.1 In the case of services only being provided in terms of the Agreement - the Acceptance Date; and
- 6.5.2 In the case where goods are provided and constitute the subject of the Agreement, whether in conjunction with services or on its own – the date of delivery of such goods.
- 6.6 For purposes of clause 6.5.2, goods include any literature, music, photograph, motion picture, game, information, data software, code or other intangible product or any license to use such intangible product. Where the Agreement relates to the provision of services and you are provided with Equipment or goods to which clause 9 applies then clause 6.5.1 and not clause 6.5.2 will apply.

7 NATIONAL CREDIT ACT (NCA) and ELECTRONIC COMMUNICATIONS and TRANSACTIONS ACT, 2002 (ECT)

- 7.1 Although the Agreement is not a credit agreement as contemplated in the NCA, your application for a service or product may be subject to a credit referencing or risk assessment process. This means that My Own may utilize the information provided by you including your personal information and request and receive information about you and your credit record ("Assessment Information") from registered credit bureaus in order to determine whether you will be in a position to meet your obligations under the intended Agreement. My Own will be entitled to decline to activate a product or service that you apply for if My Own reasonably determines that you may not be able to meet your commitments under the Agreement.
- 7.2 My Own is entitled to perform these assessments each time you apply for a service or product.
- 7.3 The consumer protection provisions of the ECT Act, apply to transactions and communications that are executed electronically by a natural person. It also does not apply to paper based transactions, e.g. where you apply for a service or product by completing an Application Form in writing.

8 CONDITIONS OF ACCESS

- 8.1 My Own will, unless it declines to activate the service as contemplated in clause 3.1, make the service available to you on the Activation Date.
- 8.2 You agree that:
- 8.2.1 You will use your user name, password and WEP KEY OR WPA2 PSK for your own personal use only;
- 8.2.2 you will not disclose your user name, password and WEP KEY OR WPA2 PSK to any other person for any reason whatsoever and that you will maintain the confidentiality thereof;
- 8.2.3 in the event that your password or WEP KEY OR WPA2 PSK are compromised, you will immediately notify My Own and change your password;
- 8.2.4 you, as the holder of the user name, password and WEP KEY OR WPA2 PSK, acknowledge you are solely responsible for all payments in respect of a service charged to your My own account, irrespective of whether the service has been utilized or is being utilized by you or not and accordingly the entire amount outstanding on your My Own account will be deemed to have arisen from (or relate to) your access to and/or use of a service;
- 8.2.5 You agree to cause all persons who use any products or services under your account or with your authorization to comply with the Agreement. All acts or omissions of all persons who use services under your account or with your authorization will be treated for all purposes as your acts or omissions;
- 8.2.6 unless such right is specifically and expressly provided to you in terms of any applicable Service Terms you will not, at any time, permit and/or initiate a simultaneous network log-in; and
- 8.2.7 You will not attempt to circumvent My Owns user authentication processes or engage in attempts to access My Owns network where not expressly authorised to do so.

9 SERVICE DELIVERY AND AVAILABILITY

9.1 ATEC will use reasonable endeavours to make its services available to its subscribers, and to maintain the availability thereof for use by its subscribers. However, we provide the services “as is” and “as available” and in terms of industry norms do not warrant or guarantee that the services will at all times be free of errors or interruptions, be always available, fit for any purpose, not infringe any third party rights, be secure and reliable, or will conform to your delivery timeline requirements subject always to the provisions of the CPA where applicable.

9.2 My Own will use its best endeavours to notify you in advance of any maintenance and repairs which may result in the unavailability of a service, but cannot always guarantee this.

10 DATA RETENTION

10.1 we will not be liable for any direct or indirect loss or damages of any kind, which you may suffer as a result of the loss of your data, or any part thereof, for any reason whatsoever; and

10.2 we will, unless otherwise required by law, delete all your data from our servers upon termination of the Agreement and any other agreement between us.

11 COMMUNICATION, COMPLAINTS HANDLING and DISPUTE RESOLUTION

11.1 You agree that My own may from time to time send you communications regarding (without being limited to) special offers or discounts which My Own may negotiate for and offer to its subscribers and/or new services or products launched. All communications will abide by our Privacy Policy and applicable law. You will always be entitled to notify us in writing that you do not wish to receive or continue to receive such communications and if you are a consumer as contemplated in the CPA, to pre-emptively block the receipt of such communications.

11.2 Complaints must be submitted to My Own and will be dealt with by My Own in accordance with the provisions of this clause 11.

11.3 Any payment default by you arising from, or in connection with, any service or product rendered or provided by My Own, will be excluded from the provisions of this clause, and My Own will be entitled to proceed to institute legal action against you.

11.4 Without prejudice to your rights in law, you are required, to first approach us with any complaint or dispute and afford us an opportunity to resolve a complaint before you approach ICASA or any other relevant authority, court or other dispute resolution body or refer the matter to Arbitration as contemplated in clause 11.10 below.

11.5 Please direct all complaints to helpdesk@MyOwnisp.co.za. Your complaint should include the following:

11.5.1 Your name and surname;

11.5.2 Your account number;

11.5.3 The date on which the complaint arose; and

11.5.4 A brief description of what gave rise to the complaint.

11.6 In the event of a billing complaint you should also include the following:

11.6.1 A copy of the invoice concerned or the particulars thereof, e.g. account number;

11.6.2 The reason for the dispute;

11.6.3 The amount in dispute; and

11.6.4 Supporting information or documentation, if any.

11.7 My Own will acknowledge receipt of your complaint within 3 (three) working days of receipt thereof.

11.8 My Own will formally respond with a view to proposing a resolution of your complaint in writing within 14 (fourteen) working days of receipt thereof, or within a longer period as we reasonably require under circumstances where the resolution of the complaint is for example (but without limitation) in the hands of a supplier or third party service provider.

11.9 You may approach ICASA or any other relevant authority, court or dispute resolution body or refer the matter to Arbitration as set out. In clause 11.10 below, for resolution of the dispute, should you not be satisfied with the proposed resolution of the dispute by My Own

11.10 Any dispute between the parties may be referred to arbitration and finally resolved in accordance with the rules of the Arbitration Foundation of Southern Africa. Such arbitration shall be held either in Cape Town or Johannesburg, and conducted in the English language before one arbitrator appointed in accordance with the said rules. Any award will be final and not subject to appeal. This agreement to arbitrate shall be enforceable in, and judgement upon any award may be entered in any court of any country

having appropriate jurisdiction. A dispute shall be deemed to have arisen when either party notifies the other party in writing to that effect.

11.11 The arbitrator shall have the power to give default judgement if any party fails to make submissions on due date and/or fails to appear at the arbitration.

11.12 The provisions set out above shall not prevent either party from approaching any court of competent jurisdiction to obtain interim or other relief in cases of urgency.

12 PAYMENT

12.1 Billing will commence on the Activation Date.

12.2 You agree to pay all amounts due under this Agreement in consideration for a service or product in accordance with the Application Form under which that service is rendered or that product is offered.

12.3 To the fullest extent permitted by law, all amounts due and payable in terms hereof shall be paid free of exchange and without deduction or set-off, by way of a direct debit order in favour of My Own (drawn against a current banking account nominated by you), or in such other manner as My Own may from time to time determine. You agree that:

12.3.1 My Own will be entitled and authorized to draw all amounts payable in terms of the Agreement from the account specified by you (or any other bank or branch to which it may be transferred);

12.3.2 the debit order will commence on the Activation Date and will continue and not be revoked until termination of this Agreement or until all amounts due and owing to My Own have been fully and finally discharged;

12.3.3 You will sign all such forms and do all such things as may be necessary to give effect to the debit order as contemplated in this clause 12.3

12.4 Your first bill may be for part of a month and you will be charged for the number of days left in the month in which you signed up or switched over, plus the subscription for the next month in advance

12.5 Should you fail to pay any amount on the due date for payment then My Own may, without prejudice to any of its other rights and remedies:

12.5.1 Take all such further steps as may be necessary to recover the outstanding amount from you, including without limitation the; use of debt collection mechanisms

12.5.2 suspend your access to the service or the use of any product without notice to you until such time as the outstanding amount has been paid in full; or

12.5.3 Subject to clause 3, terminate this agreement with immediate effect.

12.6 In the event of My Own suspending your access to the service, My Own reserves the right to continue to charge you the minimum required to keep your account activated for the period of suspension, unless terminated by you in terms of this Agreement.

12.7 If any changes are proposed to any terms of an agreement between My Own and a Network Operator which impacts on the provision of any services or products in terms of this Agreement, My Own shall subject to clause 2 above, be entitled to amend the terms, fees or charges for its services or products at any time on 30 (thirty) days' notice to you as provided for in clause 23 below. The amendment will take effect on the date indicated in the notice.

12.8 My Own will use reasonable endeavours to inform you well in advance and in any event prior to disconnection, about the possibility of disconnection in the case of non-payment.

12.9 When roaming (including voice, data and hotspot roaming), you will be responsible for all applicable charges in addition to the relevant service provider's charges and subject to their limitations or conditions of such roaming services

12.10 To the extent that My Own incurs any additional expenditure relating to the tracing and/or collection of unpaid amounts, those costs shall be for your account to the extent permitted by law.

12.11 You will only be able to register for the Add to My Account service if:

12.11.1 Your Account is paid/settled by means of credit card, debit order or EFT

12.11.2 at least one successful payment has been made by way of debit order or EFT or credit card in respect of your Account prior to your registration for the Service; and

12.11.3 You pass our credit vetting rules, as determined by My Own from time to time.

12.11.4 The products and services that you may elect to pay for by means of the “Add to My Account” service may be offered by third party providers and are subject to their applicable terms and conditions. **You are solely responsible for evaluating the product or service, as the case may be, and the terms and conditions applicable to it before using the “Add to My Account” service to pay for it.** We are not party to or in any way responsible for any transaction between you and the provider of any such products/services.

12.12 You are responsible for all transactions and any other activities that may occur under your user name and password and that all payments made by means of the Add to My Account service under your user name and password will be deemed to have been made by you. This includes all Telephone usage, Internet Usage and Utility Usage;

13 EQUIPMENT AND SOFTWARE

13.1 Except for Equipment that you have fully paid for, all Equipment installed or provided by My Own remains our property and you agree that:

13.1.1 You will take reasonable care with such Equipment;

13.1.2 You may not sell, lease, mortgage, transfer, assign or encumber such Equipment;

13.1.3 You may not re-locate such Equipment without our knowledge and permission;

13.1.4 You will inform any landlord that such Equipment is owned by us and therefore not subject to any landlord's hypothec; and

13.1.5 You will return such Equipment to us at your own expense upon termination of the services to which the Equipment related.

13.2 If such Equipment is lost, stolen or damaged or sold, leased, mortgaged, transferred, assigned, encumbered or not returned, you agree to pay us the reasonable value of such Equipment, together with any costs incurred by us in seeking possession of such Equipment.

13.3 You authorise us and our representatives to enter or have access to your premises as reasonably necessary, at mutually agreed times, to install, maintain, inspect, repair or remove the Equipment or to maintain, investigate, protect, modify or improve the operation of our services or our facilities

13.4 You must immediately notify us, at any of the points of contact specified below, if your Equipment is lost, stolen or destroyed. Should you then wish to terminate the services, your obligations under the Agreement will continue to apply save as provided for in clause 2.

13.5 Any software and accompanying documentation we provide to you remains our property or that of our licensors. You will take all reasonable steps to protect such software or documentation from theft, loss or damage. You will be obliged to review and agree to the applicable end user license agreement before installing or using the software or documentation. Unless otherwise provided in the applicable end user license agreement, all end user license agreements will terminate upon termination of the Agreement.

13.5 Equipment Rentals

13.5.1 Where we provides an option to the subscriber to Rent a router, the rental cost will be recovered on a monthly basis and is payable monthly in advance

13.5.2 Equipment Rentals remain My Own property and must be returned to the closest My Own office upon cancelation of the connectivity agreement

13.5.3 Should My Own be required to collect the unit, it may charge a callout fee to cover the cost of collection

13.5.4 A rental unit shall always be insured against theft, fire, lightning Surge damage and flooding as part of the Users household insurance.

13.5.5 Special care should be taken when moving to inform the packing company not to remove your Router

13.5.6 Should a subscriber vacate a property without returning the router the user specifically gives My Own to put in a claim against the User's Rental deposit or Levy account on the estate to recover the cost of the router

13.5.7 When applying for a router rental the client explicitly accepts all the conditions above as acceptable and binding

14 RETURN, EXCHANGE and REFUNDS

14.1 My Owns policy in respect of exchanges, returns and refunds depends on, inter alia, the type goods and the policy of the manufacturer or supplier thereof. Where the CPA applies to you, My Owns policy in this regard will comply with the requirements of the CPA in relation to exchanges, returns and refunds.

14.2 Where the CPA applies to you and/or the product or service in question, My Own will provide, the warranties, undertakings and assurances as required under the CPA but subject to any limitations and restrictions as allowed under the CPA

15 SECURITY and PRIVACY

15.1 My Own will be entitled to take whatever action we may deem necessary and reasonable to preserve the security and reliability of its network.

15.2 You may not utilize any service in any manner which may compromise the security of our network, or any other network connected to My Owns network, or tamper with a service or such a network in any manner whatsoever.

15.3 My Own takes reasonable steps to secure your payment information. My own uses a payment system that is in our reasonable opinion, sufficiently secure with reference to accepted technological standards at the time of the electronic transaction and the type of the transaction concerned.

15.4 My Own will deal with your personal information in accordance with the provisions and in compliance with all relevant laws.

16 ACCEPTABLE USE POLICY (AUP)

You hereby agree to adhere to generally acceptable Internet and e-mail etiquette. In this regard you will be expected to have read and familiarized yourself with our Acceptable Use Policy below

16.1 My Own is committed to complying with legislation and ensuring all its Customers have the ability to use its network and the Internet without interference or harassment from other users. My Owns Acceptable Use Policy ("AUP") is designed to help achieve these goals. By using any of our services, subscribers agree to comply with this AUP and to remain responsible for its users, where applicable. My Own reserves the right to change or modify the terms of the AUP at any time, by posting an updated version on its website. Customer's use of My Own services after changes to the AUP are posted shall constitute acceptance of any changed or additional terms.

16.2 The AUP applies to My Own services that provide (or include) Internet services, including but not limited to, any service providing access to the Internet, hosting services (data/content hosting, server hosting, web hosting, e-mail services, etc.) or any other services provided over the Internet or wireless data networks (collectively "IP Services").

16.3 General Prohibitions: My Own prohibits use of the IP Services in any way that is: i) unlawful, incitement to commit criminal acts, harmful to or interferes with use of our network or systems, or the network of any other provider; ii) interferes with the use or enjoyment of services received by others; iii) infringes intellectual property rights; iv) results in the publication of threatening or offensive material which is harmful, obscene, discriminatory, defamatory, constitutes hate speech; or v) constitutes abuse, a security risk or a violation of privacy. Failure to adhere to the rules, guidelines or agreements applicable to search engines, subscription Web services, chat areas, bulletin boards, Web pages, applications, or other services that are accessed via a link from an ATEC-branded website or from a website that contains ATEC-branded content is a violation of this AUP.

16.4 Unlawful Activities: IP Services shall not be used in connection with any criminal, civil or administrative violation of any applicable local, provincial, national or international law, treaty, court orders, ordinance, regulation or administrative rules.

16.5 Violation of Intellectual Property Rights: IP Service(s) shall not be used to publish, submit/receive upload/download, post, use, copy or otherwise reproduce, transmit, re-transmit, distribute or store any content/material or to engage in any activity that infringes, misappropriates or otherwise violates the intellectual property rights or privacy or publicity rights of ATEC (My Own) or any individual, group or entity, including but not limited to any rights protected by any copyright, patent, trademark laws, trade secret, trade dress, right of privacy, right of publicity, moral rights or other intellectual property right now known or later recognized by statute, judicial decision or regulation.

16.6 Threatening Material or Content: IP Services shall not be used to host, post, transmit, or re-transmit any content or material (or to create a domain name or operate from a domain name), that harasses, or threatens the health or safety of others. In addition, for those IP Services that utilize My Own provided web or content hosting, My Own reserves the right to decline to provide such services if the content is determined by us to be obscene, indecent, hateful, malicious, racist, defamatory, fraudulent, libellous, treasonous, excessively violent or promoting the use of violence or otherwise harmful to others.

16.7 Inappropriate Interaction with Minors: IP Services should not be used for the purpose of commission an offence against a child or in a way that would constitute or promote unlawful interaction with children.

16.8 Child Pornography: IP Services shall not be used to publish, submit/receive, upload/download, post, use, copy or otherwise produce, transmit, distribute or store child pornography. Suspected violations of this prohibition may be reported to My Own at the following e-mail address: helpdesk@myownisp.co.za. We will report any discovered violation of this prohibition to the South African Police services and take steps to remove child pornography (or otherwise block access to the content determined to contain child pornography) from its servers.

16.9 Connectivity Services

16.9.1 ATEC reserves the right to establish policies, rules and limitations, from time to time, concerning the use of the IP Service. You must comply with any bandwidth, data storage and other limitations we may impose, in our

reasonable discretion. Failure to comply with these rules will result in your service being restricted, suspended or terminated, in our reasonable discretion.

16.9.2 Should you make use of a free supplied email address (e.g. jobloggs@estate.co.za), My Own reserves the right to limit the number of emails that you may send in any given period or to limit the total message volume (amount of data) sent per hour. This is to reduce the risk of your email address being blacklisted by international servers as an e-mail spamming service.

16.9.3 Unless you are subscribed to a business package, you may not use any services for anything other than your own personal use.

16.9.4 Unless you subscribe to a business package and you are permitted in terms of such business package, you may not resell any services, receive any charge or benefit for the use of any services or provide Internet access or any other feature of the services to any third party or in any other way exploit the service for any commercial purposes. For example, you cannot provide Internet access to others through our connection, host shell accounts over the Internet, provide e-mail or news services, or send a news feed. You may not run a server (including game servers) in connection with the services. You may not provide network services to others via the services. In addition, you are prohibited from running servers for mail, http, ftp, irc and multi-user interactive forums. You may not share your services without express written permission from us

16.9.5 You may not restrict, inhibit or interfere with the ability of any person to access, use or enjoy the Internet or any services, or create an unusually large burden on our network, including, without limitation, continuously uploading or downloading streaming video or audio; continuous FTP uploading or downloading, or otherwise generating levels of traffic sufficient to impede others' ability to send or retrieve information, or to use the services in an abusive manner in connection with any unlimited packages, options or promotions.

16.9.6 We reserve the right to establish policies, rules and limitations, from time to time, concerning the use of any service. You must comply with any bandwidth, data storage and other limitations we may impose, in our reasonable discretion. Failure to comply with these rules will result in your service being restricted, suspended or terminated, at our reasonable discretion.

16.9.7 We will manage bandwidth usage to the best of our ability during peak periods; however, it remains a best effort service. For Uncapped or Unmetered Internet Services industry norms for network protection may be applied which could include:

16.9.7.1 Prioritisation of certain traffic like Web Browsing, mail and Legitimate paid Streaming services

16.9.7.2 De-Prioritisation of Peer to Peer (also called Torrent) and other similar types of traffic which can interfere with the network to provide a fair service experience to all users.

16.9.7.2 A maximum Fair use policy data amount per month (FUP) calculated based on fair market norms and updated regularly based on actual customer behaviour and line speed chosen.

16.9.8 We reserve the right to manage our network in order to optimize its efficiency for the benefit of all our subscribers, including, without limitation, by way of the following: rate limiting (speed), rejection or removal of spam or otherwise unsolicited bulk e-mail, anti-virus mechanisms, protocol filtering and imposing restrictions on your usage. We may take any other action we deem appropriate in order to help ensure the integrity of the network experience for all Clients, including limiting your data traffic by controlling your network and/or bandwidth usage.

16.9.9 You may not use the service for unattended automated operations, unless otherwise agreed. You may stay connected as long as you are actively using that connection. You further agree not to use Internet applications for the purpose of simulating network activity to avoid session inactivity disconnection.

16.9.10 We do not make any express or implied representations, warranties or guarantees regarding the availability, accuracy, reliability, timeliness, quality or security of any services.

16.9.11 we are committed to provide you with uninterrupted services. However, we cannot guarantee that service and the allocated capacity will always be available.

16.9.12 we can terminate the service at any time if we decide to discontinue the service offering for any reason whatsoever, without any further liability to you.

16.10 Security Violations

16.10.1 Customers are responsible for ensuring and maintaining security of their systems and the machines that connect to and use IP Service(s), including implementation of necessary patches and operating system updates.

16.10.2 IP Services may not be used to interfere with, gain unauthorized access to, or otherwise violate the security of our (or another party's) server, network, network access, personal computer or control devices,

software or data, or other system, or to attempt to do any of the foregoing. System or network security violations shall include, but are not limited to:

16.10.2.1 Unauthorised monitoring, scanning or probing of network or system or any other action aimed at the unauthorised interception of data or harvesting of e-mail addresses;

16.10.2.2 hacking, attacking, gaining access to, breaching, circumventing or testing the vulnerability of the users authentication or security of any host, network, server, personal computer, network access and control devices, software or data without express authorization of the owner of the system or network;

16.10.2.3 Impersonating others or secretly or deceptively obtaining personal information of third parties;

16.10.2.4 using any program, file, script, command or transmission of any message or content of any kind, designed to interfere with a terminal session, the access to or use of the Internet or any other means of communication;

16.10.2.5 distributing or using tools designed to compromise security (including but not limited to SNMP tools), including cracking tools, password guessing programs, packet sniffers or network probing tools (except in the case of authorized legitimate network security operations);

16.10.2.6 knowingly uploading or distributing files that contain viruses, spyware, Trojan horses, worms, time bombs, cancel bots, corrupted files, root kits or any other similar software or programs that may damage the operation of another's computer, network system or other property, or be used to engage in modem or system hi-jacking;

16.10.2.7 Engaging in the transmission of pirated software;

16.10.2.8 Providing guidance, information or assistance with respect to causing damage or security breach to our network or systems, or to the network of any other IP Service provider;

16.10.2.9 Failure to take reasonable security precautions to help prevent violation(s) of this AUP.

16.11 Subscribers Responsibilities

Subscribers remain solely and fully responsible for the content of any material posted, hosted, downloaded/uploaded, created, accessed or transmitted using the IP Services. My Own has no responsibility for any material created on the network or accessible using IP Services, including content provided on third-party websites linked to our network. Such third-party website links are provided as Internet navigation tools for informational purposes only, and do not constitute in any way an endorsement by My Own of the content(s) of such sites. Customers are responsible for taking prompt corrective action(s) to remedy a violation of AUP and to help prevent similar future violations.

16.12 AUP Enforcement and Notice

16.12.1 Subscribers failure to observe the guidelines set forth in this AUP will be regarded as a material breach and may result in My Own taking actions, which may either be a warning, a suspension or termination of subscriber's services. When reasonably possible, we may provide the subscriber with a notice of an AUP violation allowing the subscriber to promptly correct such violation.

16.12.2 If the IP Services are used in a way that we, in our reasonable discretion, believe violates this Acceptable Use Policy or any of our rules or limitations, we may take any responsive actions we deem appropriate. Such actions may include without limitation, temporary or permanent removal of content, cancellation of newsgroup posts, filtering of Internet transmissions, and/or the immediate limitation, restriction, suspension or termination of all or any portion of the services or your account.

16.12.3 Should you engage in any one or more of the above activities, which shall be determined in our reasonable discretion and which decision shall be final, then My Own shall be entitled, without prejudice to any other rights it may have, to take any responsive action we deem appropriate, such actions may include, without limitation:

16.12.3.1 Without notice, temporary or permanent limitation, restriction or suspension of your access to the IP Service concerned;

16.13 terminate all agreements with you with immediate effect;

16.13.1 bill you for any costs incurred by My Own as a result of the offending activity, including (without being limited to) bandwidth used, administration costs, downtime, usage of My Owns name or registered domain names and CPU cycles; and

16.13.2 Disclose information relating to the offending activity as may be required under the circumstances.

16.13.3 My Own has no obligation to monitor content of any materials distributed or accessed using the IP Services. However, we may monitor content of any such materials as necessary to comply with applicable laws, regulations or other governmental or judicial requests; or to protect the network and its customers.

16.14 Incident Reporting

Any complaints (other than claims of copyright or trademark infringement) regarding violation of this AUP by a My Own subscriber (or its user) should be directed to support@atec.co.za, include details that would assist us in investigating and resolving such complaint.

17 RICA and INTERCEPTION of COMMUNICATIONS

17.1 My Own and/or a third party Network Operator (as the case may be) may under the circumstances as prescribed in RICA, be required to intercept, lock, filter, read, delete, disclose and use communications sent or posted via My Own or the Network Operator's network. My Own and/or a third party Network Operator shall not be liable to you for any losses, liabilities, damages and claims and for any related costs and expenses suffered by you as a result of My Own and/or a third party Network Operator performing any activity referred to in this clause where My Own is obliged by operation of law to perform such acts.

17.2 A copy of RICA is available at:

<http://www.info.gov.za/acts/2002/a70-02>

17.3 Should you sell or in any manner provide your activated SIM card to any person other than a family member, you and the person receiving the SIM card must provide My Own with certain information. Should you lose or have a SIM card or cellular telephone stolen you must report it to the South African Police Services.

17.4 Should you provide a SIM card to your employee or lease your SIM card to a third party you need to obtain and keep certain information about the person receiving the SIM card.

17.5 In order to assist you to comply with the above requirements, we have set out important information on what documentation you need to provide and/or obtain and keep in our RICA document

18 INTELLECTUAL PROPERTY RIGHTS

18.1 You agree to comply with all laws applicable to any Intellectual Property Rights in respect of any data, files and/or information accessed, retrieved or stored by you through your use of any of our services and/products.

18.2 You are prohibited from using any ATEC or My Own trade-marks without the prior written approval of ATEC or My Own 18.3 Other than as specifically provided in the product or service specific terms and conditions, ATEC will wholly and exclusively retain all existing Intellectual Property Rights and become the exclusive and unencumbered owner of all intellectual property right(s) employed in or otherwise related to software used by ATEC, its network infrastructure, e-commerce network infrastructure, business and the provision of any of the services in terms of the product or service specific terms and conditions.

19 BREACH

19.1 Subject to any other provisions set out in these general terms and conditions or the Product Terms and without prejudice to any of these provisions, should you be in breach of any provision of this Agreement, then ATEC (My Own) shall be entitled, without prejudice to any other rights that it may have and to the extent required or permitted, as the case may be, by law, to forthwith:

19.1.1 Afford you a reasonable opportunity to remedy the breach, taking into account the nature of the breach in question; or

19.1.2 Suspend your access to a service;

19.1.3 Cancel all agreements concluded between us; or

19.1.4 Claim immediate performance and/or payment of all your obligations in terms hereof.

19.2 Should we suspend, disconnect or terminate your service, we will be entitled to, charge you a fee for reconnecting your service.

20 INDEMNITY

20.1 You hereby unconditionally and irrevocably indemnify My Own and agree to indemnify and hold My Own harmless against all loss, damages, claims, liability and/or costs, of whatsoever nature, howsoever and whenever arising, suffered or incurred by My Own as a result of any claim instituted against My Own by a third party (other than you) as a result of (without limitation):

20.1.1 Your use of our services or products other than as allowed or prescribed in the Agreement;

20.1.2 any other cause whatsoever relating to the Agreement or the provision of services or products to you where you have acted wrongfully or failed to act when you had a duty to so act.

21 LIMITATION OF LIABILITY

21.1 Save to the extent otherwise provided for in this Agreement or where you

are entitled to rely on or receive, by operation of law, any representations, warranties or guarantees, we do not make or provide any express or implied representations, warranties or guarantees regarding the availability, accuracy, reliability, timeliness, quality or security of any product or service.

21.2 Without limiting the generality of the provisions of clause 18.3, we shall not be liable for and you will have no claim of whatsoever nature against us as a result of –

21.2.1 Your use of the password reminder service which you acknowledge you are not obliged to use and have voluntarily elected to make use of;

21.2.2 the loss of or access to any usernames, passwords or WEP KEY OR WPA2 PSK which you are required to safeguard and not allow unauthorized access on the understanding that we will be entitled to assume that you are the person so using or gaining access to any service or account where your username, password or WEP KEY OR WPA2 PSK is used;

21.2.3 Any unavailability of, or interruption in, the service due to an Uncontrolled Event;

21.2.4 Any damage, loss, cost or claim which you may suffer or incur arising from any suspension or termination of the service/s for any reason contemplated in the Agreement.

21.3 In addition to and without prejudice to any other limitations of liability provided for in the Agreement and to the fullest extent permitted by applicable law, My Own shall not be liable to you for any direct damages howsoever arising and neither party shall be liable to the other for any special, indirect, incidental, consequential or punitive damages arising out of or relating to this Agreement, whether resulting from negligence, breach or any other cause. To the extent that a competent court or tribunal or other competent dispute resolution body or authority finally determines, notwithstanding the exclusion contained in this clause, that we is liable to you for any damages, My Owns liability to you for any damages howsoever arising shall be limited to the amounts paid by you under this Agreement in consideration for a service or product during the immediately preceding 12 (twelve) month period in respect of the service or product which gave rise to the liability in question.

22 CESSION and DELEGATION

You may not sell, cede, assign, delegate or in any other way alienate or dispose of any or all of your rights and obligations under and in terms of this Agreement without the prior written approval of My Own. My Own shall be entitled to sell, cede, assign, delegate, alienate, dispose or transfer any or all of its rights and obligations under and in terms of this Agreement to any of its affiliates or to any third party without your consent and without notice to you. "Affiliates" for this purpose includes My Owns holding company, the holding company/s of ATEC's holding company (collectively "its holding companies"), its subsidiaries, subsidiaries of its holding companies and any other companies which are directly or indirectly controlled by ATEC or are under common control with ATEC.

23 JURISDICTIONS

Notwithstanding clause 7 above, you hereby consent to the jurisdiction of the Magistrate's Court in the Republic of South Africa in respect of any proceedings that may be initiated by My Own arising out of this Agreement, provided that My Own shall be entitled, in its reasonable discretion, to institute such proceedings in the High Court of South Africa and, in such event, you consent to the jurisdiction of such court. The jurisdiction of the Small Claims Court is specifically excluded, as the parties agreed to follow the arbitration process set out in clause 7 above.

24 AMENDMENT OF THIS AGREEMENT

My Own reserves the right to amend this agreement from time to time. Any new version of the Agreement will be displayed on our Website together with the date on which it will become effective, which will never be less than 30 (thirty) days after the date on which it is first published. It is your obligation to visit our web site on a regular basis in order to determine whether any amendments have been made.

25 GENERAL

25.1 The parties acknowledge and agree that this Agreement constitutes the whole of the agreement between them and that no other agreements, guarantees, undertakings or representations, either verbal or in writing, relating to the subject matter of this Agreement not incorporated in this Agreement shall be binding on the parties. No changes or cancellation of this Agreement by you, including any changes to the Application Form will be binding on any of the parties unless recorded in writing and signed by both

parties, notwithstanding activation of the service.

25.2 My Own is, in terms of section 43 of the ECT Act, required to make its contact details and certain other information available to its subscribers who enter into electronic transactions with My Own. This information is available under "ECT Act Information" under Legal Notices on our website.

25.3 You agree that any notices we send to you in terms of any agreement concluded between us may be sent via e-mail unless otherwise prescribed by law.

25.4 No indulgence, leniency or extension of time which My Own may grant or show to you shall in any way prejudice My Own or preclude My Own from exercising any of its rights in the future.

25.5 In the event of a discrepancy between these Terms and Conditions and the Product Terms, the Product Terms will take precedence.

25.6 You warrant that as at the date of signature of the Application Form, all the details furnished by you to My Own are true and correct and that you will notify us in the event of any change to such details.

25.7 All our terms and conditions can be accessed, stored, and reproduced electronically by you.

25.8 The physical address where My Own will receive legal service of documents is the following:

My Own ISP C/O ATEC Head Office
Unit C-G001 Menlyn Woods Office Park
291 Sprite Ave
Faerie Glen
0081

26 DEFAULT AND ARBITRATION

26.1 Any dispute arising out of or in connection with this agreement which the parties are not able to resolve by discussion and consultation between them shall be finally resolved in accordance with the rules of the Arbitration Foundation of South Africa (AFSA).

26.2 A party may demand that a dispute be referred to arbitration by giving written notice to the other party.

26.3 The arbitrator shall be a person agreed upon between the parties in writing within a period of 14 (FOURTEEN) days from the date on which a dispute has been referred by either party in writing, to arbitration. Should the parties not agree on the appointment of an arbitrator, one will be appointed by the president of AFSA upon request by either one of the parties.

26.4 Should AFSA for whatsoever reason not exist at the time when arbitration is sought, then any dispute aforesaid shall be resolved as above however in terms of the Arbitration Act and an arbitrator shall failing agreement be appointed by the President of the Cape Bar.

26.5 Any award made by the arbitrator shall be final and binding on all parties to this agreement.

26.6 The provisions of this clause constitutes consent by the parties to any proceedings in terms hereof and no party shall be entitled to withdraw there from or claim at any such proceedings that it is not bound by such provisions unless the parties have agreed otherwise in writing.

26.7 This Clause shall not preclude any party from obtaining interim relief on an urgent basis from a court of competent jurisdiction, pending the decision of the arbitrator.

27 LIMITATION OF LIABILITY

27.1 The subscriber subscribes to the Service at own risk

27.2 My Own is not liable to the subscriber or any third party for, and is indemnified by the subscriber against, any damages suffered due to:

27.2.1 An interruption of service

27.2.2 My Own's failure to fulfil its obligations due to:

27.2.2.1 Force Majeure

27.2.2.2 Fire or explosion

27.2.2.3 War or any other government sanction or limitation

27.2.2.4 Any third party, which might influence the ability to deliver the Service.

27.2.3 In addition, it is agreed that in providing the services to the subscriber in terms of this Agreement, in no event will My Own be liable for any incidental damages, consequential damages, special damages, indirect damages, loss of profits, loss of revenues, or loss of use, even if informed of the possibility of such damages. These limitations and exclusions will apply regardless of whether liability arises from breach of contract, warranty, defect (including but not limited to negligence), by operation of law, or otherwise. Liability of My Own, under contract, defect or otherwise, shall, in no event exceed an amount equal to the price received by My Own from the Client for the Services in terms of this Agreement.

28 WARRANTY

28.1 All Tilgin / Modems and Home Equipment are guaranteed by a manufacturer's guarantee of 12 months from date of installation.

28.2 It is the responsibility of the subscriber to ensure that he familiarizes himself with the conditions of such guarantee, which is available at the helpdesk.

29 INTELLECTUAL PROPERTY

29.1 It is placed on record that ATEC, as a specialist licensed Telecommunications Company has built up a broad and comprehensive body of technical expertise, skill and know-how in:

29.1.1 the installation, supporting and maintaining of "last-mile" telecommunications infrastructure in residential and commercial property developments using proprietary branded technology featuring internet, intranet, telephony, video-on demand, television signal distribution, security and other value-added network services, and

29.1.2 in all facets of software development, network engineering and computer systems architecture, including inter alia the implementation, configuration and management of secure online electronic management processes and related tools for and the efficient management of finances and communications between Homeowners' Associations and individual homeowner members. (The expertise, skills, know-how and proprietary branded technology and software mentioned hereinafter collectively referred to as "the Intellectual Property").

29.2 Although ownership in all physical Equipment, components and equipment comprising the physical network and telecommunications infrastructure will vest in the subscriber and the Client/Homeowner, the abstract Intellectual Property inherent in said telecommunications infrastructure will at all relevant times remain the intellectual property of ATEC, whether in terms of copyright, trade mark or patent, who is free to exploit same as it sees fit and to develop and build software, process and systems solutions for other third party clients now and in the future, without notice to or requiring permission from the subscriber, and irrespective of whether such development is undertaken during or after its engagement with the subscriber. Use of the Intellectual Property will be under license to the subscriber and Client/Homeowners, which license may be revoked on breach or default of the subscriber's duties and obligations towards ATEC in terms of this Agreement as the case may be.

DECLARATION:

I / We _____ (print name)
the undersigned, warrant that I / we am / are duly authorised to sign these terms and conditions. I / we acknowledge that I / we have read, understood and agree to be bound by the standard My Own Terms & Conditions (noted above)

Signature _____

Place: _____