

INTEGRATED TECHNOLOGIES (Pty) Ltd

STANDARD TERMS AND CONDITIONS

The terms and conditions set out in this document, read together with the customer details, financial details, method of payment, authority for debit order, period of service, sales confirmation, specifications, contact person and acceptance completed by a customer and accepted by Integrated Technologies (Proprietary) Limited ("Integrated Technologies"), whether formally or informally and verbally, (collectively "the/this agreement") govern the relationship between Integrated Technologies and the relevant customer of Integrated Technologies.

The relevance and force of this document extends to all products, services, support and any such brands whether current or that may be introduced at any stage in the future. For the record, existing brands include, but are not limited to;

3i Internet
Chillibyte.com
HotNet Internet
TheNet Internet
SupportTech
Worxzone
SupportNet
Back2Back
MailStor
MailSuite
DataStor
Photostor
LiveDNS
LiveIP

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A. ACCEPTANCE OF ORDER

1. An agreement will only come into being between Integrated Technologies and a customer when the customer and Integrated Technologies have equally signed the terms and conditions contained herein (either by hand or electronically) . Where applicable, the word "services" shall include any relevant equipment and/or hardware.

B. PROVISION OF THE SERVICE

1. Commencing on the date of this agreement ("the commencement date") and for the duration of this agreement thereafter, Integrated Technologies shall make reasonable efforts to make available a continuous, uninterrupted, expedient and error-free service to the customer, subject to the terms and conditions set out herein.
2. Notwithstanding the provisions of A1, the customer acknowledges that in the normal course of provision of service(s), temporary interruptions may occur for whatever reason. In the circumstances, integrated technologies shall not be held liable for any whatsoever damages (economical or otherwise) which the customer may suffer as a result of such interruption of service(s).
3. The customer shall solely be responsible, unless otherwise stated in this agreement, for provisioning, configuration and maintenance of all equipment on its premises, including (without limitation) computer hardware equipment, telecommunication equipment and modems necessary and required by the customer to exercise its rights and enjoy the services provided herein.

C. ASSUMPTION

1. Neither party shall make any assumption whatsoever in regards any condition of this agreement, however, in the absence of any form of written, signed or documented agreement or addendum of whatsoever sort, and in the event of any form of dispute arising relating to whether any such agreement had, did, does or could have existed, by way of commencing use of any form of services, support, products or whatsoever, the customer acknowledges and agrees that any form of use of any service, support, product or whatsoever by Integrated Technologies to the customer and the customers' acceptance and use thereof shall be deemed to have been assumed agreement and acceptance of any conditions whatsoever binding on whatsoever and whomsoever and the customer agrees to be bound any standard and normal and binding terms and conditions that Integrated Technologies can and would expect of the customer, and to any relevant costs of such usage without dispute.

2. The customer hereby agrees to accept full liability and responsibility for all costs related to services, support, products or whatsoever as used, including any and all costs related to recovery of such costs.
3. The customer hereby agrees that in the event that Integrated Technologies can provide evidence from internal systems, that this alone is sufficient to prove that the customer has accepted and made good intentional use of whatsoever and will and hereby does accept responsibility thereof.

D. PAYMENT

1. The customer shall pay to Integrated Technologies all applicable charges, tariffs, fees and other amounts ("charges") as may be set out in this agreement, in respect of the provision of the products and or services to the customer.
2. The charges may be varied by Integrated Technologies from time to time in the following circumstances, automatically, with or without prior notification:
 - 2.1 In the event of any increase by any supplier to integrated Technologies of any of its tariffs relating to any service provided to the customer by Integrated Technologies, in which case the actual increase together with Integrated Technologies's mark-up will be passed on to the customer.
 - 2.3 In the event that Integrated Technologies deems it necessary to amend pricing of all or any individual products and or services charges in accordance with inflationary changes, additional tariffs imposed upon it, any legislated changes imposed and or any contracted period changes agreed to.
3. All charges that entitle the customer to obtain access to the products and or services subscribed for, shall be payable in the manner as set out in this agreement and where such charge is indicated as-
 - 3.1 a monthly direct debit, the amount of the first month payment shall be payable by the customer to Integrated Technologies on the commencement date where after the relevant debit order shall apply;
 - 3.2 In all other cases payment shall be made in advance and or as specified in the agreement.
4. Any payment due to Integrated Technologies not made on the due date thereof shall bear interest at a rate of 2% (two per centum) above the prime bank overdraft rate as charged by Integrated Technologies's bankers from time to time, calculated from the date payment was due until date of actual payment in full, capitalised monthly in arrears.

5. The customer shall, on demand, pay to Integrated Technologies all costs and expenses incurred by Integrated Technologies in enforcing the terms of this agreement, including without limitation legal costs on an attorney and own client basis.
6. Should the bank dishonor any payment offered by the customer to Integrated Technologies, Integrated Technologies shall be entitled, over and above the dishonored payment as well as bank charges, to charge and the customer shall be obliged to pay a reasonable administration fee.
7. Should the customer change from one product to another or add any services to existing product, Integrated Technologies shall be entitled to charge and the customer shall be obliged to pay a reasonable administration fee.

E. INSTALLATION AND CONNECTION

1. The customer acknowledges that any installation date or connection date furnished by Integrated Technologies is provisional only and, should installation or connection, as the case may be, not be effected by such provisional date-
 - 1.2 Integrated Technologies shall not be responsible for any consequences of such delay or be liable for any damages, costs or expenses whatsoever incurred or suffered by the customer or any third party; and
 - 1.3 the customer shall not be entitled, as a result of such delay, to terminate this agreement or withhold any payment.

F. LIABILITY

1. This clause E specifies the entire liability of Integrated Technologies, including, without limitation, liability for negligence. In particular (but without limitation) all statutory, expressed, implied or collateral terms, conditions or warranties are excluded.
2. Integrated technologies shall under no circumstances be liable (including liability for negligence) for any loss, damage or injury that the customer or any third party may suffer, no matter when or how arising, specifically including (but without limitation) refunds of fees, loss of profits, financial loss, loss of contracts, loss of income, loss of anticipated business, cost of replacement services, savings use, goodwill or any other form of consequential loss.
3. Any products and or service(s) provided herein is provided on an "as-is" basis and integrated technologies makes no express or implied warranties or representations of whatsoever nature with respect to any such service.

4. The customer shall and hereby does indemnify Integrated Technologies-

4.1 against any damage, loss or liability (excluding liability for Integrated Technologies's willful conduct) arising from the provision of services to the customer, its employees, directors, agents and/or representatives;

4.2 against any damage, loss or liability of whatsoever nature arising from a breach of Integrated Technologies's security measures, any misuse of Integrated Technologies's facilities or services and/or any act or omission of any other customer of Integrated Technologies;

4.3 from any claim by any third party arising directly or indirectly out of or related to the customer's access to or use of services rendered by Integrated Technologies or any information or data obtained through such access or use; and

4.4 its holding company, affiliates and subsidiaries, for all loss, damage, cost or liability that may be incurred by any one or more of them in the event that the customer's use of the service and/or the products supplied hereunder –

4.4.1 constitutes a violation of any law, regulation or tariff;

4.4.2 is defamatory, fraudulent or deceptive;

4.4.3 is intended to threaten, harass or intimidate; or

4.4.4 Interferes with the use or enjoyment of other customers of the services and products provided by Integrated Technologies.

5. Under no circumstances whatsoever will Integrated Technologies's liability, if any and whether in contract or otherwise, exceed the aggregate of the amounts actually paid by the customer to Integrated Technologies.

6. On acceptance of any proposal provided by integrated technologies to the customer, the customer acceptance thereof confirms and accepts that Integrated Technologies acts on

instruction from the customer, sources, purchases, supplies, contracts and or outsources as per requirements any such proposal, for and on behalf of the customer in order to fulfill all requirements of such proposal. Further to this the customer agrees that integrated technologies does not represent any supplier and or manufacturer in any manner whatsoever, and as such are not responsible for any manufacturer and or supplier warrantee conditions and or support. the customer agrees that integrated technologies does not provide or underwrite any guarantees and or warrantees pertaining to this proposal and as such the customer thereby indemnifies integrated technologies of any claims that may arise whatsoever from anything pertaining to any such proposal.

G. USE LIMITATIONS

The customer hereby agrees –

1. that it is aware and will stay aware of and shall at all times comply with all statutory or other regulatory provisions and rules applicable to the provision and use of the services from time to time;
2. that it shall make use of the services in a responsible, prudent, lawful and honest manner;
3. that it shall comply with any directions, instructions and limitations issued or notified by Integrated Technologies from time to time in connection with the services;
4. that it shall not use any service in a manner which -
 - 4.1 constitutes a violation of any law, regulation or tariff that may be in force in South Africa or elsewhere. In particular the customer undertakes to familiarise itself and ensure that it is kept continuously appraised of all such laws, regulations and tariffs in force from time to time which may have any bearing on the services rendered and products provided by Integrated Technologies and/or the customer's access to or use thereof;
 - 4.2 constitutes an act or omission that is generally unacceptable or offensive to internet users in general, to the public at large or as same may be determined by Integrated Technologies from time to time in its sole and absolute discretion, specifically including (but not limited to) the hosting of pornographic material, spamming, hacking, unsolicited mailing etc.;
 - 4.3 contravenes any Integrated Technologies policy, as such document may be published, updated and amended by Integrated Technologies from time to time;
 - 4.4 is defamatory, fraudulent or deceptive;
 - 4.5 is intended to threaten, harass, nuke or intimidate;

4.6 tends to damage the name or reputation of Integrated Technologies, its holding company, affiliates and subsidiaries; or

4.7 interferes with the use and enjoyment of Internet related services of customers of Integrated Technologies;

5. that the services to be rendered to the customer shall be as defined and subject to such limitations as may be notified from time to time by Integrated Technologies;
6. that the customer is aware of the limitations of all relevant services and that service quality and coverage available shall be limited to that supported by the infrastructure of Integrated Technologies, its network providers and Telkom and that service may from time to time be adversely affected by a number of different causes;
7. that it shall not commit any act or omission which may have an adverse technical effect on the integrity or functionality of the network infrastructure of Integrated Technologies or that provided or made available to the customer by or through Integrated Technologies. If any act or omission of the customer has such an adverse technical effect the customer shall, on receiving notification to that effect from Integrated Technologies, forthwith take such steps as may be necessary to rectify the situation at his own cost and expense, failing which Integrated Technologies shall be entitled, without prejudice to its other rights in terms hereof or at law, to forthwith suspend the service and/or terminate this agreement;
8. that unless otherwise agreed by Integrated Technologies in writing, it shall not resell or make available to third parties, in any manner whatsoever and whether directly or indirectly, the services provided to it by Integrated Technologies;
9. that it shall take whatever steps may be necessary to ensure the safekeeping and confidentiality of all identification codes and passwords furnished by Integrated Technologies for use by the customer and shall specifically not disclose same to any third party without Integrated Technologies's prior written consent.
10. to comply with the rules and regulations applicable to any network that is accessed through Integrated Technologies;
11. that where it is outside the Republic of South Africa and wishes to connect to the internet, such connection may be subject to the terms and conditions of a Global Service Provider ("GSP"). The customer has been informed of and acknowledges that the GSP is not affiliated to Integrated Technologies.

I. SUSPENSION OF SERVICE

1. Integrated Technologies may from time to time and without notice suspend the services in any of the following circumstances-

- 1.1 during any technical failure, modification or maintenance either of the service or the equipment by means of which the service is provided;

- 1.2 if the customer -

- 1.2.1 fails to comply with any of the terms and conditions of this agreement (including failure to pay any charges due) until the breach (if capable of remedy) is remedied; or

- 1.2.2 does or allows to be done anything which, in Integrated Technologies's reasonable opinion, may have the effect of negatively affecting the operation of the Integrated Technologies network or the provision of services to the customer or to any other customer(s) of Integrated Technologies.

2. Notwithstanding any suspension of service under this clause G, the customer shall remain liable for all charges due hereunder throughout the period of suspension unless Integrated Technologies, in its sole discretion, determines otherwise.

J. TERMINATION

1. Notwithstanding anything to the contrary contained in this agreement, Integrated Technologies shall at any time be entitled to terminate this agreement on not less than 30 (days) notice to such effect to the customer, Integrated Technologies making due refunds. In the case of a month to month agreement the customer shall give Integrated Technologies 1 calendar month notice of termination.
2. Without prejudice to any other rights or remedies which Integrated Technologies may have in terms hereof or at law, Integrated Technologies shall be entitled to forthwith cancel this agreement and discontinue the service if the customer fails to comply with any of the terms or conditions of this agreement or any other agreement made between Integrated Technologies and the customer.
3. Without prejudice to any other rights or remedies which Integrated Technologies may have in terms hereof or at law, Integrated technologies is and shall not be obligated in any manner whatsoever to offer the customer any form of relaxation of any terms and conditions as applied. In the event however, the Integrated Technologies does offer the customer any some form of

relaxation, such relaxation shall not constitute a relaxation of any other term or condition as contained either herein or in any other document intended to bind the two parties.

4. Upon termination of this agreement Integrated Technologies shall disconnect the customer from the networks of Integrated Technologies and all its network providers.
5. After disconnection of the customer upon termination of this agreement, the customer shall on demand pay all charges outstanding at the time of disconnection, including any disconnection fee, which may be charged by Integrated Technologies.
6. Upon termination due to any breach of this agreement by the customer, Integrated Technologies shall be entitled to claim damages.

K. EXCUSABLE EVENTS

1. Integrated Technologies shall not be liable to the customer for any breach of this agreement or failure on its part to perform any obligation as a result any circumstances outside Integrated Technologies's reasonable control, including without limitation, of technical problems relating to the networks of Integrated Technologies, Telkom or any network provider of Integrated Technologies, or any one or more of them, acts of God, government control, restrictions or prohibitions or any government act or omission, whether local, national or international, act or default of any supplier, agent or sub-contractor, industrial disputes of any kind or any other cause .

L. ALTERATION

1. Integrated Technologies reserves the right and shall be entitled-
 - 1.1 to alter any name, code or number allocated by Integrated Technologies for use in connection with the services and the customer hereby indemnifies Integrated Technologies against any cost to the customer, loss or liability arising from such alteration.
 - 1.2 to amend where and when deemed necessary, any clauses and or conditions contained herein, without any form of notice to its customers.

M. SUPPORT SERVICE

1. Integrated Technologies shall, as and when specifically requested to do so by the customer in writing, render such consultation and support services to the customer pertaining to the identification and, if possible, solution of problems encountered by the customer in the Integrated Technologies services rendered to it or with internet related services in general as

the customer may request, subject to the payment by the customer of all hourly tariffs, distance charges and other related fees payable in respect thereof.

2. Integrated Technologies shall, as part of such service, identify the customer's problem, but does not give any warranty, guarantee or any other similar undertaking that it will be able to rectify all or any of the problems so identified.
3. The customer shall-
 - 3.1 supply all software, hardware and all related documentation required by Integrated Technologies to identify and solve any problem encountered by the customer. Failure to do so will result in Integrated Technologies not being able to assist customer any further, whilst the customer shall remain liable for the payment of any and all amounts referred to in K1;
 - 3.2 render to Integrated Technologies, its agents, representatives and employees all necessary assistance to identify, locate and solve any problem encountered by the customer; and
 - 3.3 ensure the safety of all agents, representatives and employees of Integrated Technologies present at the customer's premises and shall and hereby does assume responsibility and liability for any cost, expense, loss or damage incurred or suffered by Integrated Technologies or any of its representatives, agents or employees as a result of any injury to or the death of any such person whilst present at the customer's premises, from whatsoever cause arising.
4. Integrated Technologies does and shall not accept any responsibility or liability for any existing data on the customer's equipment and shall specifically not be required to back-up any data before commencing any work. The customer hereby indemnifies and holds Integrated Technologies harmless against any cost, liability, loss or damage incurred or suffered by the customer or by Integrated Technologies as a result of the loss of any such data, whether occasioned by any act or omission of Integrated Technologies, its representatives, agents or employees or otherwise.
5. Consultation time charged for will commence when the relevant Integrated Technologies agent, representative or employee leaves the Integrated Technologies office and will end when he returns to the Integrated Technologies office. The customer will be charged should the consultant for any reason whatsoever not be able to obtain access to the customer's premises or equipment.

N. GENERAL

1. The customer shall not cede, assign, transfer, encumber or delegate any of his rights or obligations in terms of this agreement to any third party. Notwithstanding anything to the contrary contained herein, Integrated Technologies shall be entitled to cede its rights and delegate its obligations in terms of this agreement to any of its affiliate companies, provided that reasonable guarantees will be given to the customer.
2. The terms and conditions as set out herein, constitute the entire agreement between Integrated Technologies and the customer and supersede all representations made to the customer, all amendments effected by the customer to any application form or other similar document submitted by him and all communications between Integrated Technologies and the customer relating to the subject matter hereof.
3. The customer chooses, as his domicilium citandi et executandi, the physical address set out in "Customer Details" in this agreement.
4. Integrated Technologies reserves the right to amend these terms and conditions from time to time without notification to the customer of such amendments.
5. This document or any other document intending to bind Integrated Technologies (Pty) Ltd, any one of its associated companies, its directors or staff, shall not constitute a binding agreement in any way whatsoever unless signed by a duly authorised director of Integrated technologies (Pty) Ltd.
6. Any documentation outside of these conditions that intends to bind Integrated Technologies (Pty) Ltd, any of its associated companies, its directors or staff, shall be of no force if altered in any manner whatsoever, unless such alterations are specifically identified and signed by both the customer and a director of Integrated Technologies (Pty) Ltd.
7. This agreement shall be governed by and construed and interpreted in accordance with the law of the Republic of South Africa.
8. The clause headings in this agreement are for the purpose of convenience only and shall not be taken into account in the interpretation of nor modify the terms of this agreement. Unless inconsistent with or a contrary intention clearly appears from the context words importing any reference to a gender includes the other genders, any reference to the singular includes the plural and vice versa, and any reference to natural persons includes legal persons and vice versa.
9. If any clause or clauses of the terms and conditions of this agreement is found by any court of competent jurisdiction to be invalid or unenforceable, the remainder of the terms and conditions of this agreement shall remain valid and enforceable.

O. INTELLECTUAL PROPERTY

1. The intellectual property rights including (without limitation) copyrights and the trade and service marks utilized by Integrated Technologies during the term of this Agreement, shall remain the property of Integrated Technologies or Integrated Technologies's licensors and, save as provided herein, nothing contained in this Agreement shall be construed to confer on the customer any rights or licenses in such intellectual property rights.
2. Should Integrated Technologies be required to develop any computer code, data, documents, presentations, solutions design, web site or any application ("the work"), then all intellectual property rights in and to such work shall vest exclusively in Integrated Technologies. To the extent that intellectual property rights in the work vests, for whatever reason, in the customer, the customer hereby agrees to assign all such intellectual property rights to Integrated Technologies, which hereby accepts such assignment.
3. Save as provided for in this agreement, any license granted to the customer in terms of this agreement shall be for singular user only. The customer shall be obliged to pay a license fee for multiple use.
4. The customer shall not modify or use any software, computer code, data, documents, presentations, solutions design, web site or any application licensed to it in terms of this agreement, to create a derivative work without Integrated Technologies's prior written consent.