

**MODEM COMPUTER SERVICES CC t/a IN THE NET TECHNOLOGIES  
STANDARD TERMS AND CONDITIONS OF CONTRACT**

1. These Terms and Conditions, together with any Application Forms, Schedules and/or Annexures, constitute the entire agreement ("The Agreement") between you ("The Customer") and InTheNet Technologies cc ("ITNT"), Reg. Number: CK91/26364/23, Vat number: 4210126779.

2. The Agreement shall commence on the Commencement Date as stipulated in the Application Form, and shall, unless otherwise provided for, remain in force unless and until terminated in accordance with the provisions of this Agreement

3. It is recorded herein that the Internet Services provided by ITNT for access to the Internet shall be subject to the terms and conditions as set out in this Agreement and furthermore subject to Internet Solutions Standard Terms and Conditions and Telkom's Standard Conditions for Public Switched Telecommunication Services, as amended from time to time, which is incorporated herein. The Customer shall obtain a copy of such terms and conditions, which is available upon request.

4. ITNT shall provide the Software to enable the Customer to access and use the Internet through the ITNT's facilities subject to the terms of this Agreement. ITNT hereby grants to the Customer a non-exclusive license for the term to use Firewall Software in accordance with the further provisions of this Agreement. For the avoidance of doubt, all rights in and to such Software vest in ITNT. ITNT shall establish and direct technical procedures for the use of the Services from time to time, and the Customer agrees to follow ITNT's reasonable instructions and procedures therein. ITNT reserves the right to amend the technical procedures from time to time, which shall become effective without prior notice thereof to the Customer.

5. ITNT will do all things reasonably necessary to provide and maintain a best-effort continuous Internet access Service and use to the Customer, but cannot guarantee a continuous uninterrupted Service or any throughput of data, which exclusions include without limitation; network availability, line sync speeds limitations, operational maintenance and repairs, upgrades and circumstances beyond its control including force majeure. No Service level agreement is associated with the Service/s provided by ITNT.

6. ITNT reserves the right at any time, without notice, to immediately suspend and/or terminate the provision of access to the Internet or other Services due to non-payment by the Customer or should it be required to comply with such a requirement in terms of any laws or regulations in effect and applicable to this Agreement. The Customer agrees to effect payment by way of Debit Order, unless otherwise agreed, and hereby consents to ITNT deducting fees, deposits and other amounts from the account/s specified. The Customer, shall be liable, and immediately pay upon demand, for unauthorized bandwidth usage over and above the agreed bandwidth usage in any particular month, notwithstanding the fact that the Customer may have access to and use of any additional bandwidth in such month.

7. ITNT shall not be liable in terms of the Agreement in delict, contract, warranty or otherwise for any consequential or direct damage suffered by the Customer or any third party which arises out of or is pursuant to any negligent act or omission of the ITNT or its consultants/employees due to boycotts, strikes

and lock-outs of all kinds, go-slows, occupation of premises, and work stoppages, however not limited thereto. Nevertheless, the Customer shall not withhold payment in these circumstances. The Customer acknowledges that the Services are used at own risk.

8. ITNT will not be liable in delict, contract, warranty or otherwise for any consequential or direct damage suffered by the Customer or third party;-

8.1 resulting from the Customer's or third party's access to and use of the Services, hacking, unauthorised interference with data, loss of business information or data, distributing technology to counter security, virus or other malicious service attacks, Spam, errors or any other online infringements.

8.2 which arises out of or is pursuant to any failure to provide continuous access to the Services, or is pursuant to any negligent act or omission of ITNT or its consultants/employees or is pursuant to any gross negligent or wilful act or omission of ITNT or its consultants/employees.

8.3 resulting from material, which may be accessible through use of and access to the Internet Services, and the Customer's access to, assimilation of, and distribution of all and any material accessed via the Internet, is at the Customer's sole risk.

8.4 resulting from the Customer's or third party's use of the Internet for unlawful purposes, including but not limited to, fraudulent activities, child pornography or other obscene material.

9. In no event, whatsoever, shall ITNT or its consultants or employees be liable to the Customer for loss of profits or for incidental, special or consequential damages arising out of or in connection with, but not limited to: Internet Services, support services, Hardware, Firewalls, Software and Web hosting rendered by ITNT in terms of the Agreement or the delivery, installation, servicing, performance or use of Software.

10 The Customer indemnifies ITNT against any liability arising out of a breach of any of the Customer's warranties, and of the Customer's negligence in respect of the content and the Website or Website design.

11. The cancellation period if a month to month option is selected, will be a calendar month's notice in writing – Minimum of 2 months service the cancellation period if a 12 or 24 month option is selected, will be 90 days written notice before the end of the initial contract period – Cancellation before end of initial period will carry a penalty fee.

12. Wifi Devices can be financed over a period of 12 months. Should the Customer cancel the contract before the end of the initial 12 month period, the Customer will be held liable for any outstanding fees payable for the Wifi Device.

13 Until the purchase price has been paid in full to ITNT, save where the prior written consent of ITNT has been obtained, notwithstanding delivery of Hardware or Software to the Customer, ownership of the goods shall remain vested in ITNT until the entire purchase price and all other amounts due to ITNT in terms of this Agreement have been paid in full.

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14 The Customer hereby indemnifies and agrees to keep indemnified ITNT in respect of all claims made by a third party that the Software or the Website or any part thereof contains any material or information which infringes any right of the third party and, further indemnifies ITNT against all costs and damages awarded against ITNT under any judgment in any jurisdiction as a result of such claim.

15. A customer who signs the Agreement on behalf of a Company, Close Corporation or Trust, hereby binds himself/herself as surety and co-principal debtor jointly and severally with the Company,

16. Close Corporation or Trust ("the Debtor") for the due performance by the Debtor of all its obligations to ITNT arising from any cause whatsoever and whether presently due, owing and payable or becoming due, owing and payable in the future.

17. Unless expressly authorized, account sharing, for any Services offered by ITNT, is strictly prohibited and shall cause for immediate suspension and/or termination of Services without prior notice.

18. ITNT acknowledges that every individual has the right to privacy and undertakes to keep such information private and confidential, however ITNT may be forced to disclose information to a Court of Law.

19. Any individual who feels that another person has incriminated him/her, may report the activity to the nearest Police station.

20. ITNT reserves the right to monitor user and network traffic for site security purposes and reserves the right in sole discretion to remove information or data that is deemed to be offensive, indecent, or otherwise objectionable.

21. Please note that all VPN traffic is calculated at 1.5 times the normal rate.

22. The Customer shall pay all amounts due to ITNT in advance, unless otherwise agreed in writing, and upon receipt by the Customer of the relevant invoices. If payment is not received by the due date, ITNT shall be entitled to charge interest on the unpaid amount, which is payable by the Customer, at the overdraft rate charged by ITNT's Bankers plus 5% per annum, compounded monthly and calculated from the due date of payment.

23. Should ITNT incur costs in the collection of any Debt in terms of the Agreement, the Customer shall pay such costs on the attorney-and-client scale as well as collection costs calculated at 10 % (TEN PERCENT) of each and every payment made in reduction of the Principal Debt, interest and costs.

24. The Parties elect the following addresses as their respective domicilium citandi et executandi:-

24.1 InTheNet Technologies 25 Mimosa Rd, Randpark Ridge, Gauteng.

24.2 Customer: the address as stipulated on the Application Form.

24.3 Either of the Parties may change its domicilium citandi et executandi to another address within the same country, by way of a notice to the other party to this Agreement, provided that such notice is received by the addressee, at least seven (7) calendar days prior to such change taking effect.

25. The parties irrevocably consent to the jurisdiction of the Magistrates Courts for matters arising from or in connection with the Agreement, provided that ITNT may institute proceedings claiming relief, whether interim, permanent, urgent or not, from any Court in South Africa with jurisdiction to hear and determine the matter.

26. This Agreement constitutes the whole agreement between the Parties and supersedes all prior verbal or written agreements or understandings or representations by or between the Parties regarding the subject matter of this Agreement, and the Parties will not be entitled to rely, in any dispute regarding this Agreement, on any terms, conditions or representations not expressly contained in this Agreement.

27. The Service/s rendered by ITNT shall be capable of change or variation by the Customer by way of Online Account Management, facsimile and/or email, however Service/s shall not be capable of change or variation by way of telephone. Any variation of or addition to this Agreement will be not be of any force or effect unless reduced to writing and signed by or on behalf of the Parties.

28. In the event that the Customer commits a breach of the terms and conditions of the Agreement and fails to remedy such breach within 7 (SEVEN) calendar days after receiving notice from ITNT, to do so, ITNT may without prejudice to any other remedies which they may have in terms of the Agreement or at law, be entitled to terminate the Agreement by written notice to the Customer.

29. Neither of the Parties shall be entitled to assign, cede, delegate or transfer any rights, obligations, share or interest acquired in terms of this Agreement, in whole or in part, to any other party or person without the prior written consent of the other.

30. No indulgence, waiver, leniency or extension of a right, which the Customer may have in terms of this Agreement, shall in any way prejudice ITNT, or preclude ITNT from exercising any of the rights that it has derived from this Agreement, and shall not be construed as a waiver of that right.

31. In the event that any of the terms of this Agreement are found to be invalid, unlawful or unenforceable, such terms will be severable from the remaining terms, which will continue to be valid and enforceable. ITNT reserves the right to amend these standard conditions from time to time.

ITNT contact details are as follows:

Postal address: PO Box 2679, Honeydew, 2040

Physical address: 25 Mimosa Rd, Randpark Ridge Ext 16, 2194

Telephone: +27 (0)86 123 4868

Telephone: +27 (0)11 792 5990

Fax: +27 (0)86 682 5204

Email: info@itnt.co.za

Website: www.itnt.co.za