

# GENERAL TERMS AND CONDITIONS

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## 2. IMPORTANT NOTICE

What follows is a summary for your convenience and forms part of the agreement between you and Wilink Internet Solutions Internet Solutions. It is your responsibility to read the clauses referred to:

## 3. DEFINITIONS AND INTERPRETATION

3.1. Unless the context otherwise indicates, the following expressions shall have the meanings given to them:

- 3.1.1. **“Act”** means the Electronic Communications Act No. 36 of 2005;
- 3.1.2. **“Addressee”** means the Party to whom any notice is given and/or any payment is made;
- 3.1.3. **“Affiliate”** means, with respect to either Party, any other entity which is a subsidiary or a holding company or a subsidiary of the holding company of such Party. In regard to this definition, the terms "subsidiary" and "holding company" shall have the meaning assigned to them in Section 1 of the Companies Act No. 71 of 2008, but shall include any foreign entity which, had it been registered in terms of that Act, would fall within the ambit of such term;
- 3.1.4. **“Agreement”** means this master services agreement and includes all schedules and annexures which are attached to this agreement and signed by both parties hereto;
- 3.1.5. **“Announcement”** means any press or other public announcements about the Services, the Agreement or the transactions related to it;
- 3.1.6. **“Business Day”** means any day other than Saturday, Sunday or a public holiday officially recognized as such in the Republic of South Africa;
- 3.1.7. **“Business Hour”** means between the hours of 08h00 and 17h00 South African Time, on a Business Day.
- 3.1.8. **“Confidential Information”** means any information or data in whatever form or medium whether tangible or intangible, oral or in writing, including but not limited to, documents, materials or data which by its nature or content is or should reasonably be identifiable as confidential and/or proprietary to the Disclosing Party or which is provided or disclosed in confidence or is marked as confidential information by the Disclosing Party, and of which the Receiving Party may obtain knowledge through or as a result of the relationship created in terms of this Agreement, access to the Disclosing Party and /or the Disclosing Party’s premises, or communications with the Disclosing Party’s employees, representatives or independent contractors. Without limiting the generality of the foregoing, “Confidential Information” shall include but is not limited to ideas, concepts, business plans, strategies, financial statements, pricing data, operations, inventions, discoveries, formulae, processes, designs, specifications, drawings, prototypes, sample, improvements, developments, applications, marketing data,

Customer names, projections, trademarks, trade names, and trade secrets, any commercial, financial, technical or strategic information, whether or not the same are or may be patented, registered, or otherwise publicly protected;

- 3.1.9. **“Contract Term”** means the term of the applicable services as set out in this agreement, which may be terminated by either party hereto, at their election, by giving the other party at least 1 (one) full calendar months’ notice.
- 3.1.10. **“Customer Device”** means equipment which is leased from Wilink Internet Solutions Internet Solutions by the Customer and used in order to access the Service/s;
- 3.1.11. **“Client Zone”** means the Client account login area of Wilink Internet Solutions Internet Solutions’s portal, accessed by using Customer credentials and passwords;
- 3.1.12. **“Disclosing Party”** means either Wilink Internet Solutions or the Customer, as the case may be;
- 3.1.13. **“Due Date”** means the date in which payment is due, either specified in the relevant invoice or if no such date is specified, the date of the arranged debit order;
- 3.1.14. **“Effective Date”** means the date of signature of this Agreement by the Party signing last in time;
- 3.1.15. **“Fee”** in respect of each Service will be as noted in the Fee Schedule provided to the Customer on initiation of the Service and adjusted from time to time.
- 3.1.16. **“ICASA”** means the Independent Communications Authority of South Africa;
- 3.1.17. **“Intellectual Property Rights”** means and includes:
- 3.1.17.1. rights relating to any patent, design, trade mark, trade or business name (including all goodwill associated with any trade mark, or any trade or business name), copyright, database, domain name, circuit topography design, and/or utility model, whether registered or not, and including the benefit of all registrations or applications to register and the right to apply for registration of any of the foregoing items and all rights in the nature of any of the foregoing items, each for their full term (including any extensions or renewals thereof) and wherever in the world enforceable; and
  - 3.1.17.2. all other intellectual property rights and forms of protection of a similar nature or having equivalent or similar effect and which may exist anywhere in the world;
- 3.1.18. **“Licences”** means the electronic communications service and electronic communications network service licences issued to Wilink Internet Solutions, and any renewal, amendment, re-issue or equivalent thereof authorising Wilink Internet Solutions to provide the Services;
- 3.1.19. **“Losses”** means all losses, liabilities, damages and claims, and all related costs and expenses suffered by either Party (including legal fees on the scale as between attorney and Customer, tracing and collection charges, costs of investigation, interest and penalties);

- 3.1.20. **“Wilink Internet Solutions Equipment”** means all hardware, network facilities, and/or telecommunication facilities, which Wilink Internet Solutions uses to provide the Services;
- 3.1.21. **“Network”** means the communication network, components and Network Equipment owned and/or operated by Wilink Internet Solutions, including points of presence, but does not include Customer Devices, Customer premises equipment (modems, routers etc), or any networks or network equipment not owned or controlled by Wilink Internet Solutions;
- 3.1.22. **“Personal Information”** means any information provided by the Customer to Wilink Internet Solutions that is an identifying number, symbol, e-mail address, physical address, telephone number or similar assignment relating to the Customer or any Customer of the Customer, which is subject to protection in terms of any statute in South Africa which imposes data protection requirements from time to time;
- 3.1.23. **“Service Description”** means the detailed description of the nature and type of the applicable Service requested by the Customer;
- 3.1.24. **“Services”** means any Wilink Internet Solutions services provided to the Customer;
- 3.1.25. **“Service Commencement Date”** means the date of the commencement of the services that Wilink Internet Solutions will provide, as stated in the schedule;
- 3.1.26. **“Service Levels”** means the levels of service required in relation to the provision by Wilink Internet Solutions of the Services;
- 3.1.27. **“Terminating Services”** means those Services that are terminated in accordance with this agreement; and
- 3.1.28. **“Termination Date”** means the date upon which this Agreement, or the applicable Terminating Services, as the case may be, terminates for any reason whatsoever.
- 3.2. Unless the context indicates otherwise, an expression which indicates: (i) any gender includes the other gender; (ii) a natural person includes a juristic person and vice versa; and (iii) the singular includes the plural and vice versa.
- 3.3. In the event of ambiguity or conflict, and unless stated explicitly to the contrary in the relevant clause, the order of precedence in the interpretation of the Agreement shall be:
- 3.3.1. this Agreement;
- 3.3.2. any agreement entered into thereafter, for the purposes of Wilink Internet Solutions providing services.
- 3.4. The expiration or termination of this Agreement shall not affect those provisions of this Agreement that expressly provide that they will operate after any such expiration or termination, or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.

- 3.5. The rule of construction that this Agreement shall be interpreted against the party responsible for the drafting or preparation of this Agreement, shall not apply.
- 3.6. When any number of days is prescribed in this Agreement, same shall be reckoned exclusive of the first day and inclusive of the last day unless the last day does not fall on a Business Day, in which case the last day shall be the next succeeding Business Day.
- 3.7. A law shall be construed as any law (including common law) or statute, constitution, decree, judgment, treaty, regulation, directive, by-law, order or any legislative measure of any government, local government, statutory or regulatory body or court as at the Effective Date and as amended or re-enacted from time to time, where applicable.

#### 4. HOW THE AGREEMENT WORKS

- 4.1. The Goods and Services that Wilink Internet Solutions will provide to the Customer will be described in a Service Level Agreement.
- 4.2. These General Terms apply to all Services.
- 4.3. The Service Level Agreement and this document together form the Agreement between Wilink Internet Solutions and the Customer.
- 4.4. If there is any conflict between any of these documents, they will be interpreted in descending order of precedence as follows: General Terms (this document), Acceptable Use Policy, and Service Level Agreement, unless otherwise expressly stated in writing.

#### 5. APPLICATION AND INITIATION

- 5.1. Wilink Internet Solutions will provide the Goods and Services to the Customer as described in a Service Level Agreement in terms of the Agreement.
- 5.2. Wilink Internet Solutions reserves the right to refuse to commence provision of Services based on the Customer's prior conduct.
- 5.3. Once a Service Level Agreement is accepted by Wilink Internet Solutions and Customer, it becomes a contract between the Customer and Wilink Internet Solutions (unless amended or renewed by another Service Level Agreement).
- 5.4. The Customer consents to Wilink Internet Solutions carrying out a credit check on the Customer at any applicable credit bureau and may make the provision of the Goods or Services dependant on its satisfaction with the results. Wilink Internet Solutions may provide information on the Customer's payment record to a credit bureau.
- 5.5. If the Customer is a juristic person, Wilink Internet Solutions may require one or more of its officers to stand surety for the Customer's obligations under this Agreement. Even if the Agreement has

commenced, Wilink Internet Solutions may withhold providing the Services until the surety has been signed.

- 5.6. Depending upon the Service provided, Wilink Internet Solutions may be obliged under RICA to obtain certain information and documents from the Customer, and Wilink Internet Solutions may withhold or suspend providing Services until the Customer has provided the necessary information and/or documents to Wilink Internet Solutions.
- 5.7. If the Customer has not complied with a requirement of this clause 5, Wilink Internet Solutions may delay providing the Goods or Services until the Customer has complied. If the Customer does not comply within a reasonable period, Wilink Internet Solutions may terminate this Agreement and will not be liable for any damage that the Customer may suffer as a result.
- 5.8. Commencement of the Services is subject to a seven-day cooling-off period which will be interrupted if the Service in question is made available to the Customer during this period.

## 6. CUSTOMER OBLIGATIONS

- 6.1. The Customer confirms that all statements made to Wilink Internet Solutions are true and correct. Wilink Internet Solutions reserves the right to request proof of any facts or claims. The Customer also commits to providing Wilink Internet Solutions with necessary information required in the provision of the selected Services, and (where applicable) consent to the use or sharing of this information with 3rd parties to comply with regulatory conditions (such as Domain Registration Listings) within the guidelines of applicable privacy legislation.
- 6.2. Wilink Internet Solutions reserves the right to, at any time, request verification of the identity of the Primary Account Holder. Failure to produce such verification could result in summary suspension or cancellation of the product(s) and Services.
- 6.3. The Customer (or the Customer's agent) certifies that the Customer is above the age of 18 years, has full contractual capacity and (in the case of an agent) is duly authorised by the Customer to contract on the Customer's behalf.
- 6.4. Wilink Internet Solutions's website and attached systems, such as Client Zone, are designed to facilitate reasonable use of the Wilink Internet Solutions products and Services. Wilink Internet Solutions reserves the right to suspend or terminate users who are improperly using features of the systems to avoid billing, shaping, suspension or any other system controls, or exploit bugs or limitations in the system design to effect avoidance of system controls or commit crimes. Wilink Internet Solutions reserves the right to deem an activity as "unreasonable exploitation of the system" and will take appropriate action based on the circumstances and severity of the incident(s).

- 6.5. The Service Level Agreement and this Agreement, the Services or the interpretation of the supporting documents shall be governed by the laws of the Republic of South Africa and the courts of South Africa will decide any disputes.
- 6.6. If the Customer or its staff engages in behaviour that is a contravention of the Acceptable Use Policy or may be considered offensive to Wilink Internet Solutions or its staff, Wilink Internet Solutions reserves the right to suspend or terminate the Customer's Services, irrespective of the form and medium of this abuse.
- 6.7. In the event that any of the terms of this document 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.
- 6.8. Wilink Internet Solutions reserves the right to remove any content hosted by a Customer which it considers illegal or contrary to the Acceptable Use Policy (AUP) or for which it has received a takedown notice.
- 6.9. The Customer warrants that:
  - 6.9.1. it has obtained all necessary approvals required in relation to receipt of the Services and shall provide a copy of same upon request;
  - 6.9.2. The Customer shall use reasonable efforts to ensure that it, its employees, customers and/or any other persons permitted by the Customer to make use of the Services, do not by any act, or omission, damage, interfere with or impede the operation of the Service or Network provided by Wilink Internet Solutions.
- 6.10. Where the Customer is or becomes aware that there is any violation or contravention contemplated in this clause, it will co-operate to the extent reasonably necessary and provide Wilink Internet Solutions with the necessary information to assist in identifying, preventing or remedying or rectifying such violation or contravention or as a result of non-disclosure, may face a damages suit to that end.
- 6.11. The Customer shall provide Wilink Internet Solutions with adequate access to such Customer premises, facilities and equipment, including office space, data processing and communication facilities reasonably required for performance of the Services.

## 7. TERMS SUBJECT TO CHANGE

- 7.1. Wilink Internet Solutions may amend the General Terms and Service Terms at any time. The amended versions will be posted on Wilink Internet Solutions's Website, and Wilink Internet Solutions will as soon as possible after posting the amendments make reasonable efforts to advise the Customer of them by email and via Client Zone. The Customer also has a duty to keep itself informed of the latest version of the above documents by accessing Wilink Internet Solutions's Website on a regular basis.

- 7.2. Wilink Internet Solutions must give at least one calendar months' notice for the amendments, which will become effective at the beginning of the first calendar month after the notice period has expired.
- 7.3. If the Customer objects to any of amendment, it may terminate the Agreement, and the termination will become effective at the end of the normal notice period.
- 7.4. If Wilink Internet Solutions changes its Fees, the change must take place as described in this clause.

## 8. INTERACTION WITH WILINK INTERNET SOLUTIONS'S STAFF

- 8.1. Customer will be held accountable for their conduct towards Wilink Internet Solutions staff and in the public domain with regard to allegations or malicious conduct directed towards Wilink Internet Solutions or its staff.
- 8.2. Abusive behaviour, including (but not limited to) aggression, bullying, offensive language or conduct, including threats, humiliation or any type of intimidation on a forum or directed at Wilink Internet Solutions or its staff will be deemed abusive and will not be tolerated. Such conduct may constitute an AUP violation and Wilink Internet Solutions reserves the right to suspend or terminate Services to a Customer in such cases.
- 8.3. Customers using public platforms to spread libel, false allegations, unreasonably or maliciously diminish the reputation or public perception of the Wilink Internet Solutions brand (or its staff) may have their Services suspended or terminated, depending the severity and circumstances of the incident(s), and may also be regarded as contrary to the AUP.

## 9. PAYMENT AND PENALTIES

- 9.1. Wilink Internet Solutions reserves its rights to change its prices at any time on reasonable notice, which will not be less than 30 days, as per the minimum term of a month to month agreement.
- 9.2. Wilink Internet Solutions only accepts Debit Order and Visa/Mastercard payments for month to month services and will only accept alternative payment under specific circumstances and only by prior arrangement at Wilink Internet Solutions's discretion.
- 9.3. The Customer's monthly debit orders of the Fee will be submitted monthly in advance on or about the first Business Day of the month. This will apply to both Debit Order Payments and Visa/Mastercard Payments.
- 9.4. Wilink Internet Solutions will not accept any liability or responsibility for delays, suspensions or impact to Services due to use of non-approved payment methods by Customers.
- 9.5. If the Customer's debit order bounces for any reason, Wilink Internet Solutions reserves the right to resubmit the debit order at any time.



- 9.6. Non-payment of any Fee by its due date, whether as a result of unpaid Debit Orders, declined cards or any other cause may result in immediate suspension of Services (which may not be limited to the particular Service in question). Wilink Internet Solutions retains the right to suspend any Services for non-payment, and to withhold such Services until all arrears are settled in full on any and all products and Services.
- 9.7. Services which have been suspended for non-payment of Fees will remain suspended until payment has been made and the Service is reconnected as described below. The Customer will not be credited for Services that would otherwise have been available to the Customer during the period of suspension.
- 9.8. If the Customer remains in default of a monthly Fee for two consecutive calendar months, Wilink Internet Solutions may terminate the agreement with immediate effect. The Customer will remain liable for all Fees and charges for any period of suspension.
- 9.9. Should the Customer settle the unpaid Fee they will be reconnected as described below.
- 9.10. Wilink Internet Solutions may charge an Admin Fee for failed or returned payments, regardless of method of payment or the reason for non-payment. Such Admin Fees are payable immediately and in conjunction with the outstanding fees which resulted in non-payment. Admin Fees will be calculated on a sliding scale based on the number of incidents of non-payment on the Customer's payment record. Non-payment of Admin Fees will be considered non-payment and will be subject to the same terms. Once levied, Admin Fees are not recoverable or reversible, regardless of whether payment is made within the prescribed period.
- 9.11. If the Customer's Services are suspended or terminated for any reason, including non-payment, Wilink Internet Solutions may charge a Reconnection Fee for subsequent reactivation of services (currently R95.00 (Ninety-Five Rands) but may be escalated reasonably from time to time). Reconnection Fees are payable in full before any services can be reactivated, once suspended. Wilink Internet Solutions may charge multiple reconnections Fees where multiple products are affected and may charge "escalating" penalties for repeated non-payment offences. Any prior leniency shown in this regard will not prejudice Wilink Internet Solutions's right to enforce such penalties in full at any time (within their discretion).
- 9.12. Reconnection of Services may be subject to a waiting period of up to 72 hours, at Wilink Internet Solutions's discretion, regardless of when payment is received or cleared. In cases of suspension of Services due to non-payment, Wilink Internet Solutions reserves the right to levy both Reconnection Fees and Admin Fees. Any and all penalty fees must be settled in full, prior to reconnection of affected services.

- 9.13. Both Admin and Reconnection fees will not exceed R400 (charged on a sliding scale based on the number of incidents of non-payment), and this amount is based on (but not limited to) a reasonable estimation of accumulated administrative costs (such as labour), bank penalties and resubmission charges levied by payment carriers.
- 9.14. In the case of billing disputes, the onus is upon the Customer to raise such disputes in good time through the complaints procedure set out in these Terms to prevent interruption of services while the billing is in dispute. Reparations will be made to Customers with successful disputes by means of an account credit or refund, at Wilink Internet Solutions's discretion.
- 9.15. Wilink Internet Solutions reserves the right to terminate services where a Customer has shown a repeated disregard for payment terms and consistently fails to make regular scheduled payments on time and using approved payment methods. The conditions of termination will be based on guidelines determined at Wilink Internet Solutions's discretion and may vary. The means and terms of termination will be determined at Wilink Internet Solutions's discretion. Notice of termination will be provided to the best of Wilink Internet Solutions's ability, but Wilink Internet Solutions will not be held liable for claims or requests for further provision of services once a Customer's services have been terminated due to non-payment.
- 9.16. Unless otherwise agreed:
- 9.17. Billing will commence on the date that Service provision commences. Partial months will be charged pro rata.
- 9.18. Services are billed in advance and all invoices must be paid by the Customer in advance.
- 9.19. Any Services invoiced in arrears are payable on presentation of invoice.
- 9.20. All Fees and other amounts payable are quoted exclusive of VAT.
- 9.21. Interest will be charged on any amount that remains unpaid by the Customer beyond the due date of payment:
- 9.21.1. The interest rate will be 2% (two percent) above the prime overdraft rate (percent, per annum), up to a maximum of 2% per month.
- 9.21.2. The prime overdraft rate will be as charged by Wilink Internet Solutions's bankers at the time, which will be evidenced by a certificate issued by any manager of that bank, whose authority it shall not be necessary to prove.
- 9.22. The interest will be calculated from the due date of payment to the date of actual payment, both days inclusive, and will be compounded monthly in arrears. The Customer agrees and undertakes to pay the interest.

## 10. DEBIT ORDERS

- 10.1. By accepting these terms, the Customer hereby authorizes Wilink Internet Solutions to debit their nominated bank account or Visa/Mastercard any variable amount pertaining to the service or products they have selected, on sign up for a calculated pro-rata and thereafter at the beginning of each month. This sum being the amount for settlement of the monthly amount due by the Customer in respect of services or products.
- 10.2. The Customer authorises Wilink Internet Solutions's nominated agent to debit their bank account or Visa/Mastercard on Wilink Internet Solutions's behalf (the "authorized party"). The debit authority will remain in force until such services or products are cancelled, subject to the condition that Customer agrees that debits related to cancellation notice periods will be honoured before the expiration of the debit authority.
- 10.3. The Customer agrees that the authorized party may freely cede, delegate or assign any of its rights or obligations in terms of this debit order instruction without consent from the Customer and that the Customer may not cede, delegate or assign any of their rights and obligations in terms of this debit order instruction to any third party without the prior written consent of the authorized party.

## 11. TERM AND TERMINATION

- 11.1. Wilink Internet Solutions operates Month-to-Month contracts. Either the Customer or Wilink Internet Solutions may terminate the agreement, or a particular Service, by giving one calendar months' notice to the other. For example, if notice is given on the 15th of January, termination will take effect on the 1st of March.
- 11.2. The Customer must give notice of termination to Wilink Internet Solutions via Client Zone. Cancellation of any Service is the Customer's responsibility and all tools to affect such cancellation are provided in Client Zone. The Customer is responsible for ensuring that such cancellation of service is actioned with due attention to terms of cancellation, as well as cancellation conditions which require the Customer to specifically indicate a required process. Should the Customer incorrectly complete the cancellation process, Wilink Internet Solutions will not be liable for any additional costs or compensation due to the error.
- 11.3. Either party may terminate this Agreement and any service provision where there is a breach of this Agreement by the other which has not been remedied within seven (7) days of receipt of written notice to do so.
- 11.4. Wilink Internet Solutions reserves the right to terminate agreements based on a breach of this agreement, or linked agreements (such as their Acceptable Use Policy) which is viewed as a breach of the whole service contract.

11.5. The Customer acknowledges that Wilink Internet Solutions may terminate this Agreement by written notice, including email, and without liability in the event of the termination of its agreement with an upstream licensee relevant to the provision of any connectivity Service.

## 12. CUSTOMER INFORMATION AND PRIVACY

12.1. Customers signing up for services as a Primary Contact are considered as “the Customer” and no other parties will be permitted access or authority to the Customer Account, even if they are a 3rd party recipient or affiliate of the “Customer”.

12.2. Wilink Internet Solutions will observe all privacy of information best practices, in accordance with the applicable laws of South Africa, including the Protection of Personal Information Act (POPI) of 2013.

12.3. The Customer consents to Wilink Internet Solutions processing Personal Information transmitted to the Wilink Internet Solutions System in a way which is consistent with the Service being provided. Where the Customer's use of a Service leads to the transmission of Personal Information to or from the Republic of South Africa, the Customer acknowledges that it has a duty to comply with any relevant statutory provisions dealing with data privacy either in the Republic of South Africa or in any foreign country to which the Personal Information is transmitted. The Customer warrants that it has obtained the consent of any third party for the use of that party's Personal Information in this way, or otherwise that such processing is lawful, and indemnifies Wilink Internet Solutions from any claim brought by such third party as a result of its failure to do so.

12.4. Wilink Internet Solutions may retain backups as a matter of course for up to one year after termination, and the Customer consents to such retention. However, Wilink Internet Solutions gives no warranty in respect of the effectiveness of such backups (if any).

## 13. SECURITY

13.1. Wilink Internet Solutions will implement measures in line with Good Industry Practice to ensure the security of the Wilink Internet Solutions System and the physical security of Wilink Internet Solutions's premises but gives no warranty that breaches of security will not take place.

13.2. If the Customer discovers a security violation, or thinks that a security violation is imminent, it must immediately notify Wilink Internet Solutions in an appropriate way that does not further compromise security concerns.

13.3. If the Customer suffers damage as a result of loss or corruption of Customer Data through a security violation, it will be liable for the damage if the violation was the Customer's fault.

- 13.4. The Customer must not do anything that may prejudice the security of the Wilink Internet Solutions System and must take all reasonable measures necessary to ensure that no unlawful access is gained to Wilink Internet Solutions's premises, the Wilink Internet Solutions System, or the Customer's own system.
- 13.5. If a security violation occurs, or Wilink Internet Solutions is of the view that a security violation is imminent, Wilink Internet Solutions may take whatever steps it considers necessary to maintain the proper functioning of the Wilink Internet Solutions System including without limitation:
- 13.5.1. changing the Customer's access codes and passwords (or those of any user of the Wilink Internet Solutions System), and
  - 13.5.2. preventing access to the Wilink Internet Solutions System.
- 13.6. Wilink Internet Solutions takes reasonable measures to provide disaster recovery but does not warrant that recovery will be successful or that it will be completed within any time limit.
- 13.7. The Customer must give its full cooperation to Wilink Internet Solutions in any investigation that may be carried out by Wilink Internet Solutions regarding a security violation.

## 14. SUSPENSION OR TERMINATION

- 14.1. Wilink Internet Solutions may, subject to this Agreement or Acceptable Use Policy, suspend or terminate services of a Customer in its absolute discretion by providing email notice if:
- 14.1.1. the Customer commits a serious or repeated breach of the Agreement or the Customer engages in any conduct which in Wilink Internet Solutions's opinion would have a negative impact on Wilink Internet Solutions, other Customers or Wilink Internet Solutions's staff or is detrimental to the welfare, good order or character of Wilink Internet Solutions; or
  - 14.1.2. Any part of the Customer's Fees is not paid in full when due; or
  - 14.1.3. The information the Customer supplied to Wilink Internet Solutions is found to be incorrect or false;
  - 14.1.4. Wilink Internet Solutions reasonably thinks that the Customer's use of the Services may result in the commission of a crime or is otherwise unlawful.

## 15. LIMITATION OF LIABILITY

- 15.1. Wilink Internet Solutions will not be liable to the customer or any third party in respect of any and all damages, loss, claims or costs, of whatever nature and including but not limited to direct, indirect,

consequential or special damages, suffered by the customer or third party, howsoever arising, and Wilink Internet Solutions will moreover not be liable whether the loss was the result of the act or omission of an Wilink Internet Solutions employee, vicarious or strict liability.

15.2. In the event that Wilink Internet Solutions is nonetheless held liable, the quantum of Wilink Internet Solutions's liability will not exceed the monthly or pro-rata fees due for the Service that occasioned the loss, in the preceding three (3) months, regardless of whether the claim arises out of negligence on the part of Wilink Internet Solutions or any other cause.

15.3. Use of the services indicates that the customer indemnifies and holds harmless Wilink Internet Solutions in respect of any damages, loss or costs or claims instituted against Wilink Internet Solutions arising from any application or subscription to or use of any service or breach of the terms and conditions applicable to it.

15.4. These limitations on liability and indemnities apply to the benefit of Wilink Internet Solutions and Wilink Internet Solutions's Affiliates, directors, officers, employees, contractors, agents and other representatives, as well as any third parties whose networks are connected to the Wilink Internet Solutions System.

15.5. If the Consumer Protection Act 68 of 2008 is applicable to this Agreement, and any provision of this clause is found by a court or tribunal with jurisdiction over Wilink Internet Solutions to be unfair, unreasonable or unjust, then that provision (whether it be a word, phrase or sub-clause) will be severed, and the remainder of this clause will have full force and effect.

15.6. In the case of ambiguity, this clause will take precedence over any expression of the Parties' intention, whether express or implied, that may be contained elsewhere in this Agreement.

## 16. FORCE MAJEURE

16.1. A Party shall not be liable for a failure to perform any of its obligations in terms of this Agreement in so far as it is able to prove that:

16.1.1. such failure was due to an impediment beyond its reasonable control;

16.1.2. it could not reasonably have been expected to have taken such impediment and its effects upon such Party's ability to perform into account at the time of conclusion of this Agreement; and

16.1.3. it could not reasonably have avoided or overcome the impediment or at least its effects and, for purposes of this clause, the following events (which list is not exhaustive) shall be deemed to be impediments beyond the control of each of the Parties, namely:

16.1.4. war, whether declared or not, civil war, civil violence, riots and revolutions, acts of piracy, acts of sabotage;

- 16.1.5. natural disasters such as violent storms, cyclones, earthquakes, floods and destruction by lightning;
  - 16.1.6. acts of authority, whether lawful or unlawful, apart from acts for which the Party seeking relief has assumed risk; and
  - 16.1.7. acts and omissions of any other electronic communications provider or any utility provider.
- 16.2. Relief from liability for non-performance by reason of the provisions of this clause shall commence on the date on which the Party seeking relief gives notice of the impediment relied upon and shall terminate upon the date on which such impediment ceases to exist, provided that if the impediment continues for a period of more than thirty (30) consecutive calendar days, the other Party shall be entitled to terminate those Services affected by such event by written notice to the Party seeking relief.

## 17. NOTICES

- 17.1. All requests by the Customer for the provisioning, modification or termination of Services, and for modification of contact and other personal information must be made via Client Zone and Wilink Internet Solutions reserves the right to ignore any such request made in any other manner.
- 17.2. The Parties choose their addresses where they will accept service of any notices/documents for all purposes arising from this Agreement (domicilium citandi et executandi):
- 17.3. in the case of Wilink Internet Solutions,
  - 11 Centuria Park
  - 265 Von Willigh Street
  - Centurion
  - 0105
  - South Africa
  - and
- 17.4. in the case of the Customer, the addresses set out in the most recent Service Level Agreement agreed between the Parties.
- 17.5. Either Party may vary its given postal address or other contact details by notifying the other Party in writing.