

FASTLINK WIRELESS Terms & Conditions of Subscription (Acceptable Use Policy)

This document describes the terms and conditions of service applicable to you as a FASTLINK WIRELESS subscriber.

By accessing the Internet via a FASTLINK WIRELESS account (or via any server hosted on any FASTLINK WIRELESS network), you are agreeing to the terms and conditions of this agreement. If you do not agree to these conditions your only recourse is to terminate your account.

Acceptable Use

The FASTLINK WIRELESS service may only be used for lawful purposes. The Subscriber is prohibited from transmitting unlawful, threatening, abusive, libelous, vulgar, obscene, profane, hateful, or otherwise objectionable information of any kind. The Subscriber may not engage in conduct that would constitute a criminal offense, infringe on third party rights, give rise to civil liability or violate any local, or international statute, rule, regulation, or treaty. The Service may not be used to upload, post, reproduce or distribute, any material protected by copyright or any other intellectual property right without first obtaining the written permission of such right holder. The customer shall be prohibited from engaging in the transmission of unsolicited advertising, chain letters and junk mail — "spamming". Users undertake not to attempt to degrade the service provided by Cape Connect or any other Internet Service Provider by means of software, hardware or other means. Participation in any of the aforementioned prohibited activities by the Subscriber shall be cause for locking of and/or cancellation of The Subscriber's account at the discretion of FASTLINK WIRELESS without notice to The Subscriber.

Misuse of internet connections

In common with other internet service providers, where FASTLINK WIRELESS becomes aware that the service is being misused, including but not limited to the malicious degradation of other networks or network devices and/or transmission of content contrary to applicable law ("Service Misuse"), Cape Connect reserves the right to suspend the service without liability.

Debit Order

FASTLINK WIRELESS will charge R150 as penalty for a failed Debit Order.

Content

The Subscriber acknowledges and agrees that FASTLINK WIRELESS does not maintain or control the content of the information residing in or transmitted through its service. FASTLINK WIRELESS does not endorse the accuracy or reliability of any opinion, advice or statement however transmitted using any FASTLINK WIRELESS accounts. FASTLINK WIRELESS does not assume any liability for any harassing, offensive or obscene material distributed through any FASTLINK WIRELESS account, nor does FASTLINK WIRELESS assume liability for information which may be in violation of a third party's intellectual property or other rights.

Privacy

FASTLINK WIRELESS will not intentionally monitor or disclose any private e-mail messages unless required by law, regulation, or Court Order. FASTLINK WIRELESS will use reasonable diligence to maintain the confidentiality of e-mail, but The Subscriber acknowledges that third parties may attempt to breach the confidentiality of e-mail which is out of the control of FASTLINK WIRELESS. The Subscriber agrees to respect the privacy and confidentiality of other's e-mail by refraining from use of applications intended to breach the privacy of another user. The Subscriber agrees to keep confidential The Subscriber's access password and not to share the account with others and The Subscriber acknowledges responsibility for all use and liability resulting from access to the Services with the Subscriber's password.

Limitation on Liability

The Subscriber recognizes that the Internet consists of multiple participating networks which are separately owned and therefore not in the control of FASTLINK WIRELESS. Additionally, access to the Internet or other services may be available only through hardware or software not provided by FASTLINK WIRELESS. Malfunction of any such networks, software or hardware may make access to the Internet, or other services, temporarily or permanently unavailable to the Subscriber. The Subscriber agrees that FASTLINK WIRELESS shall not be liable for damages incurred or sums paid when the Service is temporarily or permanently unavailable due to malfunction of network(s), software or hardware out of the control of FASTLINK WIRELESS, or due to any accident, abuse, misapplication by The Subscriber or person, entity or firm other than FASTLINK WIRELESS. In the event of a malfunction of the service, the Subscriber agrees that its sole and exclusive remedy and FASTLINK WIRELESS's entire liability shall be the pro rata return of fees paid by the Subscriber to FASTLINK WIRELESS for service in the month the malfunction occurred.

Disclaimer

FASTLINK WIRELESS disclaims all other warranties, either express or implied, including, but not limited to, implied warranties of merchantability and fitness for any particular purpose. In no event shall FASTLINK WIRELESS or its suppliers be liable for any damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss) arising out of the use of, or inability to use the services provided by FASTLINK WIRELESS, even if FASTLINK WIRELESS has been advised of the possibility of such damages.

Indemnification

The Subscriber agrees to defend, indemnify and hold harmless FASTLINK WIRELESS, its directors, officers, successors and assigns from and against any and all liabilities, damages, losses, costs and expenses (including reasonable attorneys' fees) caused by or arising out of the actions of the Subscriber, its employees or agents in connection with these terms of acceptable use. The Subscriber further agrees to provide prompt notice to FASTLINK WIRELESS of any complaints, claims or other actions made, threatened or initiated against the Subscriber in connection with or as a result of its receipt of the Service under this agreement.

Miscellaneous

The Terms and Conditions may not be assigned by the Subscriber hereto without the written consent of FASTLINK WIRELESS.

A failure to enforce, for whatever reason, any Term or Condition or part thereof by either party shall not operate or be construed as a waiver to enforce the same or any other provision herein.

The parties agree reasonable attorney's fees, cost, and expenses incurred in enforcing the Terms and Conditions of or defending against a claim brought under the Terms and Conditions shall be paid to the prevailing party by the non-winning party. The Terms and Conditions herein shall be governed by and construed in accordance with the Laws of South Africa. The venue for all disputed matters and performance under the Terms and Conditions shall be the Magistrates Court of South Africa for the Limpopo Province held at Mankweng.

Contract period

All subscriptions are subject to an initial three month contract period, after which they revert to a month-to-month service. One calendar month notice is required for cancellation of service. Should

cancellation be initiated by the Subscriber within the first three months, the Subscriber will be liable for all amounts due for the three-month period, according to subscription value.

Termination

This agreement shall be deemed ongoing unless terminated in writing by either party. Either party may terminate the Service with or without cause at any time giving one calendar month written notice. Termination shall be effective immediately upon completion of the notice period. FASTLINK WIRELESS may not be responsible for rerouting or transferring mail after the notification period has expired. FASTLINK WIRELESS shall not be liable for any damages, losses, cost or expenses caused by or arising out of termination of service, to the Subscriber or to any other entity or individual. The subscriber undertakes to pay all documents submitted by FASTLINK WIRELESS on presentation without procrastination.

The Subscriber shall forfeit all amounts paid to FASTLINK WIRELESS for the Service as a result of cancellation.