

## Terms and Conditions

### INTERPRETATIONS

"Mad Mouse" means MAD MOUSE (PTY) Ltd. Reg. No 2014/200833/07

"Agreement" means these general terms and conditions, together with any specific terms and conditions associated with each order for service from.

"Network" means Mad Mouse network or the connected networks on the Internet.

"Service" means an Internet or Intranet connection.

"Infrastructure" means Mad Mouse network and servers.

"Client" means either a natural person or a company.

"Installation hardware" means either an antenna assembly, a fiber optics access to our network or any other connection to our network.

### GENERAL TERMS

By using or subscribing to the Mad Mouse the Client agrees that the Client have read, understand, and are bound by:

The Client's use of Mad Mouse indicates the Client's acceptance without modification of the Terms, which will constitute a legal agreement between the Client and Mad Mouse. If the Client do not want to be bound by the Terms, the Client must not use or subscribe to the Mad Mouse.

### PROVISIONS SEVERABLE

All provisions and the various clauses of this Agreement are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision or clause of this Agreement, which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as pro non scripto and the remaining provisions and clauses of this Agreement shall remain of full force and effect. The Parties declare that it is their intention that this Agreement would be executed without such unenforceable provision if they were aware of such unenforceability at the time of execution hereof.

### THE NETWORK

The Client acknowledges that Mad Mouse is unable to exercise control over the data passing over the infrastructure and the Internet, including but not limited to any websites, electronic mail transmissions, news groups, discussion forums or other material created or accessible over its infrastructure. Therefore, Mad Mouse is not responsible for the contents or data transmitted over its infrastructure.

Mad Mouse's infrastructure may be used to link into other networks worldwide and the Client agrees to conform to the acceptable use policies of these networks. The Client may obtain and download any materials marked as available for download off the Internet but is not permitted to use their Internet access to distribute any copyrighted materials unless permission for such distribution is granted to the Client by the owner of the materials. The Client is prohibited from obtaining, disseminating, or facilitating over Mad Mouse network any unlawful materials, including but not limited to:

\*Copying or dealing in intellectual property without authorization,

\*Child pornography, Pornography and/or

\*Any unlawful hate-speech materials.

### CONDITIONS OF SERVICE

Mad Mouse hereby, with effect from the effective date, grants the Client access to the Services subject to the following terms:

The Client hereby acknowledge receipt of such access and agree that:

The Client will use the Client's username and password for the Client's own use only. The Client will not disclose the Client's username and password to any other person for any reason whatsoever and will maintain the confidentiality thereof, in the event the Client's password is compromised, the Client will immediately notify Mad Mouse and change the Client's password.

### SERVICE AVAILABILITY

While Mad Mouse will endeavor to make its services available 24 hours a day, seven days a week, Mad Mouse does not guarantee that the Client will have access to the service at all times. Mad Mouse shall not be liable to the Client or any other person whatsoever in respect of any loss or damages caused by or arising from unavailability of service. Mad Mouse will use its best endeavors to notify the Client of any maintenance and repairs, which may result in the service being unavailable, but does not warrant that such notice will be given in advance. All notifications will be given via email or SMS notification.

### PAYMENT CONDITIONS

Mad Mouse sells access to its network on a secure deposit basis. Mad Mouse will accept no payments made by cheque. Mad Mouse will only accept debit order. All accounts are payable and due on the 1st or 15<sup>th</sup> of each month. Accounts not paid by the 7<sup>th</sup> and 22<sup>nd</sup> respectively of each month will pay an additional R50 re-connection fee. Should the Client fail to pay any amount on the due date for payment, without prejudice to any other rights Mad Mouse may have such amount bear interest at the rate of 2% above the prime overdraft from time to time, calculated from the due date until the date of payment (both dates inclusive). Mad Mouse shall be entitled to take all such further steps as may be necessary to recover the outstanding amount from the Client, in which event the Client agree to pay all costs associated with such recovery on an attorney and own client basis; Mad Mouse shall be entitled to, without notice, suspend the Client's access to the Service until such time as the outstanding amount has been paid in full; and/or Mad Mouse shall be entitled to terminate this agreement with immediate effect. Mad Mouse shall, in its sole discretion, be entitled to increase or decrease the Subscriber Fee at any time with 30 days' notice. Mad Mouse clients are liable to pay for all data used. The Client may not withhold payment of any amount due to Mad Mouse in terms of this agreement by reason of any alleged breach of this agreement by Mad Mouse, nor will the Client be entitled to any discount, refund, or other credit under any circumstance. The hardware and all other installed equipment remain the property of Mad Mouse until all accounts are fully paid.

Date:

Signature:

### EMAIL USE

It is explicitly prohibited to send unsolicited bulk mail messages (junk mail or spam) of any kind (commercial advertising, political tracts, announcements, etc.). This is strongly objected to by most Internet users and the repercussions against the offending party and Mad Mouse can often result in disruption of service to other Clients connected to Mad Mouse. Mad Mouse is entitled to take appropriate steps against the Client in contravention of these provisions of the Act. Maintaining of mailing lists by the Client of Mad Mouse is accepted only with the permission and approval of the list members, and at the member's sole discretion. Should mailing lists contain invalid or undeliverable addresses or addresses of unwilling recipients those addresses must be promptly removed. The Client may not forward or propagate chain letters nor malicious e-mail. Public relay occurs when a mail server is accessed by a third party and utilised to deliver mails, without the authority or consent of the owner of the mail-server. The Client's mail servers must be secure against public relay as a protection to both themselves and the Internet at large. Mail servers that are unsecured against public relay often become abused by unscrupulous operators for spam delivery and upon detection such delivery must be disallowed. Mad Mouse reserves the right to examine the Client's mail servers to confirm that their server is not a public relay, and the results of such checks can be made available to the Client. Mad Mouse also reserves the right to examine the mail servers of any Clients using Mad Mouse mail servers for "smart hosting", content filtering or similar services at any time to ensure that the servers are properly secured against public relay. All relay checks will be done in strict accordance with Mad Mouse policy of preserving Client privacy. Mad Mouse will not take responsibility for any email address not hosted with Mad Mouse. Mad Mouse take no liability for loss resulting from use of the Service unless that liability cannot be excluded by law - in which case, Mad Mouse limits its liability to re-supply the services. Mad Mouse will not take responsibility for viruses, loss of emails, or domain changes.

### PROTECTION OF PERSONAL INFORMATION ACT, 2013 (NO.4 OF 2013)

By using, subscribing or giving any personal information to Mad Mouse, the Client agrees that the Client have read, and understand, that Mad Mouse is compliant with the Protection Of Personal Information Act, 2013 (No.4 Of 2013)

The Client's personal information will be protected when processed and kept safe thereafter. The Client may request information of the destruction or de-identification of your personal data. Mad Mouse will consider your request considering any other laws or regulations prohibiting Mad Mouse from doing so. Mad Mouse undertake to respond to such a request within one month of the request being received.

### INSTALLATION

The agreed installation date may be changed based on reasons beyond Mad Mouse control like, but not limited to, bad weather conditions. The Client undertake to obtain any approval or authority imposed by a competent authority or body (including without limitation lessors, body corporate's, provincial and local municipalities) relating to the installation of the access device, the supply of the Service to the Client at the Client's address, and matters related thereto. In this regard, the Client indemnify Mad Mouse against any claims, damages or liabilities instituted against, suffered, or incurred by Mad Mouse arising from the Client's failure to obtain such approvals and authorities and call out fee will be charged per hourly rate. If an installation date was arranged and Mad Mouse has confirmed the date with the Client and the Client fails to be at premises at such time the Client will be liable for call out charge to a minimum of one-hour rate.

### DATA USAGE

The Client will be liable for all data usage and Mad Mouse will not be liable to trace websites visited or downloads made on the network by the Client. The Client are liable to trace the Client's own surfing and downloading. Mad Mouse will only supply the Client with the total of data usage and not to how it was used. This is the Client's responsibility. Any unused Data will expire at the end of that month. It is specifically agreed that should the Client not have used the Client's data budget fully; the Client shall not be entitled to any credit and/or refund for the unutilised portion. Fair Usage Policies (FUP) will apply on certain packages and details thereof will be visible on the website or on request. FUP's may change without prior notice.

### COMMUNICATION

Mad Mouse preferred and primary form of communications with its clients is via email, and it is the Client's responsibility to provide up-to-date contact details at time of signature, and on any subsequent change in those details. The Client hereby confirm that the mentioned physical address shall be the Client's domicilium citandi et executandi.

### QUALITY OF SERVICE

Mad Mouse is committed to delivering data transfer speeds at or as close as possible to the Client's allotted plan speed but cannot provide any guarantees because the network can be influenced by factors beyond Mad Mouse's control.

### EXCLUSION OF LIABILITY

The Client hereby indemnify Mad Mouse against any damages, loss, and claims or cost that may result from work being done in connection with the service being rendered and/or removal of the service being rendered and/or removal of the service. The Client is wholly responsible for its data and software, and -for example- should retain a backup of all data or software. Mad Mouse will not take responsibility for viruses and additional data consumed due to a virus on the Client's monthly invoice. Mad Mouse and staff is not liable for any damages occurred whilst installation, removing or call-out.

### VARIATIONS ON THE AGREEMENT

Mad Mouse may vary these terms and conditions (including configuration, product structure, cost or any other components on all services and any other terms) at Mad Mouse own discretion. If Mad Mouse varies these terms after the Client has been given access to the Service, and the Client is materially worse off, Mad Mouse will give the Client 30 (thirty) days' notice of that change, unless any change is required by law or necessary to prevent fraud or for security or technical reasons, in which case Mad Mouse will give the Client ample notification via email.

### WARRANTY

The installation hardware supplied by Mad Mouse are subject to a 3 (three) months manufacturer's warranty. Mad Mouse will not cover any costs on any hardware that was damaged or fail to work after 7 (seven) days of first installation date.

### TERMINATION OF THE CONTRACT

If the Client terminate the agreement with Mad Mouse for whatsoever reason the following terms will apply: Mad Mouse will not refund to the Client any fees paid in advance of such termination and the Client shall be required to pay 100% of the Client's outstanding account with Mad Mouse. The Client's termination request or notice must be submitted to Mad Mouse at least 1 calendar month prior termination date. If the termination is requested to take effect immediately, an amount of R500 is payable. Termination will only be excepted by Mad Mouse if cancellation request is supplied to us in writing.