

Airspeed Wireless Internet (PTY) LTD

Registration No: 2018/356741/07

P O Box 3965, Rustenburg, 0300

208 Joubert Street, Rustenburg, 0299

Tel: 014 592 1080

admin@airspeed.co.za



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TERMS AND CONDITIONS

1. INTRODUCTION

1.1. With effect from the date of acceptance hereof by Airspeed Wireless Internet(PTY)LTD, ("the subscriber") identified on the face page hereof appoints Airspeed Wireless Internet to provide internet access to the client in accordance for the provisions hereof.

1.2. The subscriber agrees to be bound by the provisions contained in any notice, directive or applicable tariff plan issued or derived by Airspeed Wireless Internet from time to time.

1.3. The subscriber acknowledges that this document constitutes an offer by the subscriber, which may be accepted or refused by Airspeed Wireless Internet in its sole discretion. The offer will be considered once received, completed in full delivered via email to signup@airspeed.co.za. Connection of the subscriber shall be deemed to constitute acceptance of the offer by Airspeed Wireless Internet and commencement of this agreement. This agreement shall become binding between Airspeed Wireless Internet and the subscriber whether or not the subscriber was notified of the acceptance of the offer. The subscriber herewith expressly dispenses with notification of acceptance of the offer by Airspeed Wireless Internet.

2. DURATION

2.1. This agreement shall continue for the relevant contract period reckoned from the date of acceptance hereof by Airspeed Wireless Internet ("the initial period") and thereafter shall continue unless terminated by either party by the giving of 30 (thirty) days written notice of termination.

2.2. Any notice of termination or any other notice whatsoever by the subscriber to Airspeed Wireless Internet shall be in writing by registered post, delivery by hand to the premises of Airspeed Wireless Internet. Termination by means of email shall also be accepted subject to Airspeed Wireless Internet confirming receipt of termination notice.

2.3. In the event of death of the subscriber or in the event that either party is provisionally or finally liquidated, wound up or declared insolvent or in the event that either party enters into a scheme of arrangement or compromise with its creditors or allows a judgment to be entered against the name of the party and does not take steps for the rescission thereof within a period of 21 (twenty one) business days after the date of the judgment then the other party shall be entitled immediately to terminate this agreement.

2.4. Termination of this agreement does not relieve the subscriber from the liability to pay charges for the initial period plus notice period.

2.5. The subscriber may discontinue a service before the relevant contract period has expired by advising Airspeed Wireless Internet of such discontinuation with at least 30 (thirty) days' notice in writing in which event such service shall be discontinued on the required termination date specified in the said notice. In such event Airspeed Wireless Internet shall invoice and the subscriber shall pay to Airspeed Wireless Internet an early cancellation charge ("the early cancellation charge") calculated as set out in 2.6 and 2.7 below.

2.6. The early cancellation charge shall be calculated as follows: using the service charges applicable to the contract period option corresponding to the number of completed years since the activation date for the relevant service, the total amount that would have been paid by the subscriber, had the subscriber originally subscribed to such contract period option,

2.7. Should the subscriber give notice of discontinuation of a service before the expiry of 1 (one) year, the early cancellation charge shall be the difference between the service charges applicable to the 1 (one) year contract period calculated over a period of 12 (twelve) months, and the service charges invoiced by Airspeed Wireless Internet as from the actual activation date up to the date of calculating the early cancellation charge.

2.8. Should the subscriber give notice of discontinuation of a service after the expiry of one (1) year but preceding the expiry of two (2) years, the early cancellation charge shall be calculated to the nearest preceding twelve (12) months and calculated in accordance with clause 2.7 above mutatis mutandis.



Thank you for your interest, we look forward to hearing from you.

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2.9. Should the subscriber give notice of discontinuation of a service after the expiry of two (2) years but preceding the expiry of three (3) years, the early cancellation charge shall be calculated to the nearest preceding twelve (12) months.

2.10 The above calculation determination period shall apply mutatis mutandis for every succeeding year until fulfilment of the full contractual period.

2.11 Furthermore, the Subscriber hereby acknowledges and accepts that the above clauses 2.7, 2.8, 2.9 & 2.10 shall strictly and only find application under circumstances where the Subscriber's account is not in arrears at the time of its request for early cancellation. In the event that the Subscriber requests such early cancellation in circumstances of the Subscriber's breach and/or any default on any payment, Airspeed Wireless Internet reserves the right to cancel the contract and claim payment for the remainder of the period of fulfilment of the agreement, together with charges and/or fees for services already rendered, but not paid for.

2.12 It is hereby agreed and understood between the parties, that early cancellation shall only be effected upon payment made by the Subscriber of the requested early cancellation fee and received by Airspeed Wireless Internet. The Subscriber hereby understands that until payment is made by the Subscriber of the early cancellation fee, the agreement shall remain binding and enforceable and continue for the full contractual period without cancellation and based on the actual period for which the service had been available to the subscriber, is calculated.

3 PROVISION OF SERVICES

3.1 The subscriber acknowledges that Airspeed Wireless Internet is a service provider that operates and manages the network and the functioning, operation, regulation and coverage area of the network and certain related services provided to the subscriber in terms hereof. The subscriber shall have no claim of whatsoever nature and howsoever arising against Airspeed Wireless Internet or to withhold payment of any monies due in terms hereof should any of the networks temporarily or otherwise fail, malfunction, provide no or poor coverage or should any of the services or facilities provided by any network operator or Airspeed Wireless Internet be temporarily unavailable.

3.2 The subscriber shall not be entitled to set-off or deduct any monies in respect of temporarily unavailable services and other services.

3.3 Airspeed Wireless Internet shall be entitled in its sole discretion to suspend, cancel, vary or terminate this agreement or any part thereof, without Airspeed Wireless Internet incurring any liability whatsoever in the event of non-availability of the service or if any agreement giving Airspeed Wireless Internet the right to render the service, or any part thereof, or giving Airspeed Wireless Internet access to anything relating to the service, is suspended, cancelled, varied or terminated.

3.4 The domicilium address as per the contract shall be the residential address where the service shall be rendered. No third party may utilize the dedicated service to the specific address without the prior written consent of Airspeed Wireless Internet (Pty) Ltd. In the instance where a customer redistributes or cross-connect to any third party, same will be deemed as an additional link for the same period as per the customer's commencement-and-expiry date. The total contract amount (contract value) due, owing and payable to Airspeed Wireless Internet (Pty) Ltd for the additional link shall be payable immediately to Airspeed Wireless Internet (Pty) Ltd by the customer in breach hereof.

4 CHARGES

4.1 The subscriber shall pay to Airspeed Wireless Internet:

4.1.1 Upon commencement hereof, the initial installation and set-up charge and any other introductory or commencement charges; and

4.1.2 Monthly in advance, the monthly subscription charges; and

4.1.3 monthly in arrears, or as and when billing is passed on, the total usage charges and/or generated by the subscriber in conjunction with each billing period and any other charges payable in respect of the services requested by the subscriber or other charges levied by Airspeed Wireless Internet from time to time; and



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4.1.4 Upon demand, a deposit of an amount determined by

Airspeed Wireless Internet in its sole discretion which shall not bear interest; and

4.1.5 Airspeed Wireless Internet shall charge a fee of R 450.00 per hour for relocation of equipment if the subscriber relocates; and

4.1.6 Value Added Tax at the applicable rate on all VAT charges and services. All charges, unless otherwise stated exclude Value Added Tax.

4.2 The charges for monthly billing.

4.3 The charges payable by the subscriber to Airspeed Wireless Internet for the provision or facilitation of the services shall be stipulated in any notice, directive, promotion or applicable tariff plan issued or derived by Airspeed Wireless Internet.

4.4 The subscriber agrees that Airspeed Wireless Internet shall be entitled from time to time to vary the charges payable by the subscriber to Airspeed Wireless Internet for the services.

4.5 The subscriber acknowledges that data and other services are rendered to the subscriber by means of which are issued to the subscriber personally and which facilitates access to the network and the services. The subscriber will be liable for all charges applicable to hardware issued to the subscriber, irrespective of whether or not such hardware has been used by the subscriber or whether any other has been requested by the subscriber. Until Airspeed Wireless Internet has received notification in writing from the subscriber and confirmed such notification that the equipment has been stolen or destroyed, the subscriber shall be liable for all data and other charges howsoever and by whomsoever for the replacement costs thereof.

4.6 Airspeed Wireless Internet's monthly statement of charges shall be prima facie proof of the amounts owed by the subscriber to Airspeed Wireless Internet in terms hereof and of the other facts stated therein and should the subscriber dispute the number, duration or amount charged in respect of any services rendered by Airspeed Wireless Internet, then the subscriber shall bear the onus of proving that Airspeed Wireless Internet statement is incorrect in respect of such charges.

4.7 Notwithstanding anything to the contrary contained in this Agreement, the subscriber shall be entitled to cancel an order prior to the provision of a particular service by Airspeed Wireless Internet.

4.8 Upon such cancellation, Airspeed Wireless Internet shall be entitled to charge the subscriber such costs and expenses as have been incurred by Airspeed Wireless Internet up to the date of receipt of such notice of cancellation.

5 PAYMENT

5.1 The subscriber agrees that payment shall only have been made to Airspeed Wireless Internet when the monies remitted by the subscriber have been received into Airspeed Wireless Internet bank account.

5.2 Should any debit order or cheque payment be returned unpaid or stopped or should any charge card account or credit card account of the subscriber be rejected for whatsoever reason or should Airspeed Wireless Internet exercise its right to suspend the provision of the services due to late or non-payment of any monies due in terms hereof by the subscriber, then the subscriber shall pay an administration charge as may be levied by Airspeed Wireless Internet from time to time for each such non-payment, suspension or any other breach of this agreement which amount shall be payable upon demand and recoverable by Airspeed Wireless Internet. The amount payable by the subscriber shall be R 250.00, if the services has been suspended due to non-payment.

5.3 All monies payable by the subscriber to Airspeed Wireless Internet in terms hereof shall be paid timorously on due date, free of deduction or set-off to Airspeed Wireless Internet's principal place of business.

5.4 All payments must be effected within 7 (seven) days of invoice date or where payment is effected by debit order then such payment must be effected on Airspeed Wireless Internet's direct debit date. Non-receipt of invoices by the subscriber will not be considered as a valid basis for late or non-payment.



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5.5 All arrear payments shall attract interest at the rate of the prime lending rate of Standard Bank as it may be from time to time, calculated from due date to date of payment.

5.6 Airspeed Wireless Internet shall be entitled to apply the deposit as per clause 4.1.4 or any portion thereof towards any monies which are owing by the subscriber. The subscriber shall upon demand reinstate the deposit.

5.7 The subscriber agrees and acknowledges that a certificate given under the hand of a financial manager or controller of Airspeed Wireless Internet whose status and authority need not be proved shall be considered prima facie proof of the amount due and shall entitle Airspeed Wireless Internet to apply for judgement against the subscriber and to obtain summary judgment or provisional sentence, as the case may be.

6 CREDIT LIMIT

6.1 Airspeed Wireless Internet shall be entitled in its sole and absolute discretion from time to time to determine and amend the maximum amount of fees and charges ("credit limit") which may be used and/or accumulated by the subscriber during each billing period and Airspeed Wireless Internet shall be entitled to suspend the services should the subscriber exceed such maximum amount.

6.2 Airspeed Wireless Internet shall be entitled to demand that the subscriber pay a deposit in an amount determined at Airspeed Wireless Internet's sole discretion. Any portion of such deposit not consumed shall be credited towards the subscriber's future liabilities for amounts owed in terms of this agreement.

7 EQUIPMENT

7.1 All risk of loss, theft, destruction or damage to or malfunction of the equipment, being the property of Airspeed Wireless Internet, and which is provided to the subscriber, shall vest in the subscriber.

7.2 Where the subscriber expressly purchased equipment from Airspeed Wireless Internet then the manufacturer's warranty will apply to such equipment. Such warranty is normally for 12 months from date of purchase and normally covers defective equipment as a result of faulty design, manufacture or workmanship provided that such equipment has not been misused, over-loaded, modified or repaired by an unauthorised party. Airspeed Wireless Internet may require the subscriber to make available the equipment to Airspeed Wireless Internet or its nominee for inspection of the equipment at a time and place to be arranged by Airspeed Wireless Internet or its nominee.

7.3 Should Airspeed Wireless Internet accept the equipment for repairs and maintenance it shall be deemed to do so as agent on behalf of the manufacturer or local supplier of the equipment and Airspeed Wireless Internet shall not be liable for any loss, damage, destruction, theft or negligent workmanship howsoever or by whomsoever caused.

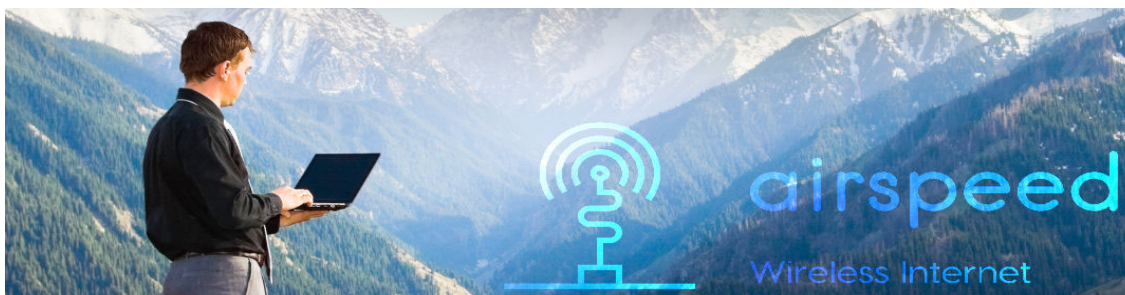
7.4 Should the subscriber fail to pay any monies due in respect of equipment or accessories purchased, leased or loaned from Airspeed Wireless Internet then Airspeed Wireless Internet shall be entitled without prejudice to any other rights it may have at law forthwith and without notice to suspend, interrupt or disconnect the services or any part thereof.

7.5 Should Airspeed Wireless Internet loan equipment to the subscriber whilst the subscriber's owned or leased equipment is being repaired, then the subscriber shall upon demand return the equipment to Airspeed Wireless Internet and all risk in and to such loaned equipment shall vest in the subscriber until the subscriber returns it to Airspeed Wireless Internet at the subscriber's own cost. Should the subscriber fail to return the equipment to Airspeed Wireless Internet when asked to, then Airspeed Wireless Internet shall be entitled to charge and recover from the subscriber (who shall pay such charges upon demand) a rental of R1 000 (one thousand rand) per day reckoned from the due date of return or demand, whichever is the earlier, until the loaned equipment is returned to Airspeed Wireless Internet. The provisions of this agreement shall mutatis mutandis apply to such loaned equipment and its use.

7.6 Unless specifically stated and agreed upon all equipment, hardware, software, installation sundries and miscellaneous items supplied by Airspeed Wireless Internet remains the explicit property of Airspeed Wireless Internet.

8 LIMITATION OF LIABILITY

8.1 Airspeed Wireless Internet shall not be liable under any circumstances whatsoever for any loss or damage of any nature whatsoever (including loss of profit or any other special damages or indirect or consequential loss or damages) which the subscriber or any other person may suffer, whether caused directly or indirectly by the subscriber's equipment or the use



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thereof, or any other circumstance whether caused by any person, animal or naturally occurring event, which causes any of the networks to temporarily or otherwise fail, malfunction, provide no or poor coverage, or should any of the services or

facilities provided by any network operator or Airspeed Wireless Internet be temporarily unavailable for any reason beyond Airspeed Wireless Internet's control.

9 BREACH

9.1 Should the subscriber breach any provision of this agreement including failing to pay Airspeed Wireless Internet any monies due in terms of hereof on due date, then Airspeed Wireless Internet shall be entitled, without prejudice to any of its other rights arising out of this agreement forthwith and without any liability towards the subscriber, to suspend its provision to the subscriber of the services in whole or in part and/or to disconnect the subscriber and/or the equipment from the network and/or to render the equipment inoperable by whatever means.

10 LEGAL COSTS

10.1 Should Airspeed Wireless Internet instruct its attorneys to enforce any of Airspeed Wireless Internet's rights arising from this agreement or to institute action against the subscriber, then the subscriber shall be liable for all legal costs including any collection commission incurred by Airspeed Wireless Internet and the subscriber shall upon demand pay such costs.

11 DOMICILIUM

11.1 The parties choose as domicilium citandi et executandi ("domicilium") the address set out as follows: Airspeed Wireless Internet, 208 Joubert Street, Rustenburg, 0299.

11.2 The subscriber appoints his/her physical or residential address specified on the face hereof.

11.3 Either party shall be entitled from time to time, by written notice to the other, to vary its domicilium to any other address within the Republic of South Africa which is not a post office box or poste restante.

12 UNDERTAKING AS CO-PRINCIPAL DEBTOR ON BEHALF OF THE SUBSCRIBER BY THE SIGNATORY

12.1 If the subscriber as identified on the face page hereof is a company, close corporation, trust or a division or entity thereof or any other entity with juristic personality, then the signatory hereto who signs on behalf of the subscriber ("the signatory") warrants that he is duly authorised to enter into this agreement on behalf of the subscriber and, if applicable, to sign the debit authorization on the subscriber's bank account. By his signature hereto, the signatory hereby binds himself as co-principal debtor for the subscriber unto and in favour of Airspeed Wireless Internet for the due and punctual fulfilment of all of the subscriber's obligations to Airspeed Wireless Internet arising out of this agreement including the payment of all charges, fees, penalties and liquidated damages. The signatory as co-principal debtor hereby renounces and waives the benefits of the legal defences of excursion, division and cession of actions and hereby acknowledges that he understands the full meaning of such defences and the effect of such renunciation and waiver.

13 GENERAL

13.1 The subscriber hereby consents to Airspeed Wireless Internet conducting an investigation into the creditworthiness of the subscriber utilising the information contained on the face page, which information the subscriber warrants is true and correct, and such information forms the basis of this agreement. The subscriber agrees that should such information turn out not to be correct in all respects, Airspeed Wireless Internet shall be entitled to, immediately and without prejudice to any other rights that Airspeed Wireless Internet may have, terminate this agreement in terms of clause 2.1

13.2 Any subsequent changes that affect the information supplied to Airspeed Wireless Internet such as bank account details must be brought to the immediate attention of Airspeed Wireless Internet.

13.3 The subscriber hereby agrees to abide by Airspeed Wireless Internet's acceptable usage policy. Should Airspeed Wireless Internet suspect or find evidence of violation of the acceptable usage policy or network traffic that interferes with



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Airspeed Wireless Internet's network, the subscriber hereby agrees to be disconnected until the violation and / or interfering network traffic is removed.

13.4 The subscriber hereby agrees that Airspeed Wireless Internet may, in addition to any of its other rights in terms of this agreement or otherwise, list any default information of the subscriber with any credit information bureau, and the subscriber agrees to the disclosure by Airspeed Wireless Internet to any third party, of any information pertaining to the subscriber or this agreement, to the extent that such disclosure is necessary for the conduct of Airspeed Wireless Internet's business, or is required by any relevant statute, regulation or license.

13.5 Airspeed Wireless Internet shall be entitled to cede its rights and/or to delegate its obligations arising from this agreement and/or assign this agreement, wholly or partly, to any other third party. The subscriber shall not be entitled to cede or delegate his rights and/or obligations arising out of this contract, unless accepted in writing by the credit control manager or a director of Airspeed Wireless Internet.

13.6 No alteration, variation, or addition to this agreement or this clause shall be of any force or effect unless reduced to writing and signed by the parties involved.

13.7. No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein or otherwise created by operation of to the other, shall in any way prejudice the grantor or preclude the grantor from exercising any of its rights in the future law and no indulgence, leniency or extension of time which either party ("the grantor") may grant or show subscriber and a director of Airspeed Wireless Internet. This document contains the sole and entire record of the agreement between the parties.

13.7 Where Airspeed Wireless Internet is represented by any duly authorised representative, his authority need not be proved.

13.8 The subscriber agrees that this agreement, in particular the face page hereof, may be scanned and the paper version destroyed, and hereby agrees to the scanned version.

14 FORCE MAJEURE

14.1 A Party shall not be deemed in default of any of its obligations under this Agreement, if, and to the extent that, performance of such obligation is prevented or delayed by an event of force majeure, provided that such event is not caused by the negligence of that Party, and that Party has notified the other in writing of the event of force majeure. The notifying Party shall use all reasonable endeavours to avoid or minimise the effects and if an event of force majeure continues for a continuous period of more than 45 days, the other Party shall be entitled to terminate this Agreement.

15 CONFIDENTIALITY

15.1 During the course of this Agreement, each Party may disclose to another Party certain proprietary information (including trade secrets, know-how, software, techniques, product plans, marketing plans, customers, inventions, improvements and research data) ("Confidential Information") of a character regarded by the disclosing Party as confidential. Each Party and each of its Associates, directors, officers, employees, representatives, agents or professional advisers to whom disclosure is made shall hold all Confidential Information and the terms of this Agreement in confidence, and shall not disclose such information to any third party or apply it to uses other than the recipient's performance of this Agreement.

16 NON-SOLICITATION

16.1 No Party shall, during the continuance of this Agreement and for a period of 2 years immediately following the date of termination of this Agreement, directly or indirectly offer employment or solicit any other form of contract for services to another Party's employees, or to the employees of an Associate of another Party.

17 RESPONSIBILITIES OF AIRSPEED WIRELESS INTERNET

17.1 Airspeed Wireless Internet shall maintain the equipment in a normal operating condition. Refer to Service Exclusions.

17.2 If a faulty unit cannot be repaired on-site, Airspeed Wireless Internet's personnel will replace the unit with a temporary replacement unit. The defective unit will be removed to an Airspeed Wireless Internet workshop for repair and



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returned at a later mutually convenient date. Airspeed Wireless Internet will ensure that all personnel are suitably trained and professionally managed.

17.3 Service required outside of Airspeed Wireless Internet office hours will be quoted and charged for separately.

18 RESPONSIBILITIES OF THE CLIENT

18.1 A designated client representative shall be elected by the client to handle all correspondence between Airspeed Wireless Internet and the Client.

18.2 Upon arrival at site, the client will allow Airspeed Wireless Internet personnel and specialised contractors to carry out repairs to equipment as per the agreement. The client will allow the removal of equipment to Airspeed Wireless Internet's workshop for repairs if repair cannot be affected onsite. The client is responsible for raising a service request in the event of disrupted service.

18.3 The client will ensure that the environmental conditions conform to the manufacturer's specifications. All time calculations measured under this SLA will be based on the service request log timestamp.

19 SERVICE EXCLUSIONS

19.1 It is agreed that this agreement excludes services, repairs or replacements necessitated by:

19.1.1 Equipment:

19.1.1.1 Abnormal operating conditions such as abnormally high or low temperature, humidity or dust;

19.1.1.2 Damage caused by Acts of God, lightning, power surges, fire, water, accident, riots, acts of terrorism and civil disorder;

19.1.1.3 Connection of unauthorised auxiliary equipment;

19.1.1.4 Misuse of equipment;

19.1.1.5 Electrical work external to equipment;

19.1.1.6 Equipment damaged due to improper use;

19.1.2 The service agreement does not include:

19.1.2.1 Hardware upgrades necessary to accommodate new revisions of software.

19.1.2.2 Major software changes to the core of the system for new features.

19.1.2.3 User training.

19.1.2.4 External cleaning of equipment.

20 EXCEPTIONS TO THIS AGREEMENT

20.1 The Airspeed Wireless Internet network operations centre has no obligation to support:

20.1.1 Non-qualified network failure

20.1.2 Router failure where Airspeed Wireless Internet did not explicitly provide the router as part of the solution delivered to the client

20.1.3 Network related issues where the issue lies beyond the point of network termination provided by Airspeed Wireless Internet.

20.2 Nor events wherein:

20.2.1 Safety of Airspeed Wireless Internet employees is potentially at risk

20.2.2 Uptime is disrupted at the client site as a result of power outages

20.2.3 Equipment has been tampered with.

20.2.4 Equipment is lost or damaged due to theft or vandalism.

20.2.5 Access to installed equipment is prohibited or limited by vandalism, acts of God, lighting, fire, riots, acts of terrorism and civil disorder

20.2.6 Where corrective measures may result in the team contravening any legal and/or safety guidelines or regulations, such as climbing masts in inclement weather.

21 "BEST EFFORT" SERVICE

21.1 Airspeed Wireless Internet will provide WIRELESS Broadband services to the Client based on the following conditions:



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21.2 WIRELESS speeds will be provided on a best-effort basis, subject to line constraints and demand on the Airspeed Wireless Internet network at any given point.

21.3 WIRELESS service is not provided on a 1:1 ratio, but is essentially provided on a "shared resource" basis. No guarantees or warranties whatsoever are provided on throughput or any other aspect of the service, including but not limited to warranties in respect of merchantability, non-infringement of third party rights, freeness from errors or interruptions or availability, other than set out in these terms and conditions.

21.4 WIRELESS is an access medium to the Internet and accordingly remains subject to any bandwidth related constraints which may apply to or be experienced in the use of the World Wide Web (WWW).

22 CONCURRENCY

22.1 Airspeed Wireless Internet packages allow only one connection for users residing in the same domicile. Sharing of access with users outside of the registered users domicile is strictly prohibited.

23 FAIR USE POLICY

23.1 In order to ensure quality of service and experience across Airspeed Wireless Internet's client base Airspeed Wireless Internet MAY employ shaping based on monthly usage.

23.2 Airspeed Wireless Internet reserves the right to amend its management of its Uncapped WIRELESS services although a cap will not be applied

23.3 To help ensure that all Clients have fair and equal use of the service and to protect the integrity of the network, Airspeed Wireless Internet reserves the right, and will take necessary steps, to prevent improper or excessive usage thereof. Such steps include but are not limited to:

23.3.1 Limiting throughput (on specific protocols or services or entirely);

23.3.2 Preventing or limiting service through specific ports or communication protocols; and/or

23.3.3 Complete termination of service to Clients who grossly abuse the network through improper or excessive usage.

24 MONITORING OF USAGE

24.1 Airspeed Wireless Internet takes steps to monitor the bandwidth usage of Clients so as to ensure that Client bandwidth limitations are not exceeded. This monitoring is subject to the nature of the WIRELESS service as offered, including the fact that monitoring is session-based, i.e. bandwidth usage can only be calculated when the Client's WIRELESS session is terminated. As a result a Client's current session will be automatically terminated for a very short period of time every 24 hours.

24.2 Airspeed Wireless Internet further reserves the right to take such steps as may be necessary to properly monitor and calculate usage, including remotely terminating Client WIRELESS sessions.

24.3 Where a Client exceeds the pre-purchased bandwidth or fixed cap (where applicable) then:

24.3.1 Airspeed Wireless Internet, at its sole discretion, may allow a degree of overusage;

24.3.2 Such allowed overusage constitutes a discretionary indulgence and shall not in any manner constitute a waiver or relaxation of Airspeed Wireless Internet's rights to enforce the hard cap.

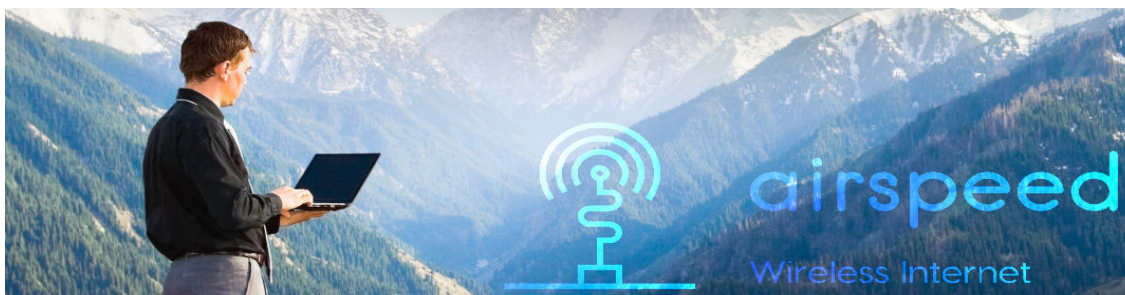
24.3.3 Airspeed Wireless Internet may, in its sole discretion, recover the cost of the overusage. Such recovery will be from the subsequent month's fixed cap or the next top-up purchased.

24.4 NOTWITHSTANDING THE MONITORING OF USAGE THE CLIENT AGREES THAT THEY REMAIN SOLELY RESPONSIBLE FOR ENSURING THAT THEY DO NOT EXCEED THEIR ALLOWABLE BANDWIDTH DURING ANY APPLICABLE PERIOD.

24.5 Airspeed Wireless Internet also monitors its systems for performance and accounting purposes. The information gained thereby and by any other means may be used to ensure compliance with the Service Terms and AUP.

25 UNACCEPTABLE USE

25.1 Airspeed Wireless Internet's services may only be used for lawful purposes and activities. Airspeed Wireless Internet prohibits any use of its Services including the transmission, storage and distribution of any material or content using Airspeed Wireless Internet's network that violates any law or regulation of the Republic. This includes, but is not limited to:



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25.1.1 Any violation of local and international laws prohibiting child pornography, obscenity, discrimination (including racial, gender or religious slurs) and hate speech, or speech designed to incite violence or hatred, or threats to cause bodily harm.

25.1.2 Any activity designed to defame, abuse, stalk, harass or physically threaten any individual in the Republic or beyond its borders; including any attempt to link to, post, transmit or otherwise distribute any inappropriate or defamatory material.

25.1.3 Any violation of Intellectual Property laws including materials protected by local and international copyright, trademarks and trade secrets.

25.1.4 Any violation of another's right to privacy, including any effort to collect personal data of third parties without their consent.

25.1.5 Any fraudulent activity whatsoever, including dubious financial practices, such as pyramid schemes; the impersonation of another client without their consent; or any attempt to enter into a transaction with Airspeed Wireless Internet on behalf of another client without their consent.

25.1.6 Any violation of the exchange control laws of the Republic.

25.1.7 Any activity that results in the sale, transmission or distribution of pirated or illegal software.

26 ACTION FOLLOWING BREACH OF THE AUP

26.1 Upon receipt of a complaint, or having become aware of an incident, Airspeed Wireless Internet may, in its sole and reasonably-exercised discretion take any of the following steps:

26.1.1 In the case of Clients, warn the Client, suspend the Client account and/or revoke or cancel the Client's Service access privileges completely;

26.1.2 In the case of a abuse emanating from a third party, inform the third party's network administrator of the incident and request the network administrator or network owner to address the incident in terms of this AUP and/or the ISPA Code of Conduct (if applicable);

26.1.3 In severe cases suspend access of the third party's entire network until abuse can be prevented by appropriate means;

26.1.4 In all cases, charge the offending parties for administrative costs as well as for machine and human time lost due to the incident;

26.1.5 Assist other networks or website administrators in investigating credible suspicions of any activity listed in this AUP;

26.1.6 Institute civil or criminal proceedings;

26.1.7 Share information concerning the incident with other Internet access providers, or publish the information, and/or make available the users' details to law enforcement agencies; and/or

26.1.8 suspend or terminate the Service as provided for in the Agreement.

26.1.9 This policy applies to and will be enforced for intended and unintended (e.g., viruses, worms, malicious code, or otherwise unknown causes) prohibited usage.

27 THREATS TO NETWORK SECURITY

27.1 Any activity which threatens the functioning, security and/or integrity of Airspeed Wireless Internet's network is unacceptable. This includes:

27.1.1 Any efforts to attempt to gain unlawful and unauthorised access to the network or circumvent any of the security measures established by Airspeed Wireless Internet for this goal.

27.1.2 Any effort to use Airspeed Wireless Internet's equipment to circumvent the user authentication or security of any host, network or account ("cracking" or "hacking").

27.1.3 Forging of any TCP/IP packet headers (spoofing) or any part of the headers of an email or a newsgroup posting.

27.1.4 Any effort to breach or attempt to breach the security of another user or attempt to gain access to any other person's computer, software, or data without the knowledge and consent of such person.



Thank you for your interest, we look forward to hearing from you.

Directors: M Du Plessis, J Immelman, F Ferreira, SPF Jansen V Rensburg, EG Telo, MS Louw, A Liebenberg

Airspeed Wireless Internet (PTY) LTD

Registration No: 2018/356741/07

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27.1.5 Any activity which threatens to disrupt the service offered by

Airspeed Wireless Internet through "denial of service attacks"; flooding of a network, or overloading a service or any unauthorised probes ("scanning" or "nuking") of others' networks.

27.1.6 Any activity which in any way threatens the security of the network by knowingly posting, transmitting, linking to or otherwise distributing any information or software which contains a virus, trojan horse, worm, malware, botnet or other harmful, destructive or disruptive component.

27.1.7 Any unauthorised monitoring of data or traffic on the network without Airspeed Wireless Internet's explicit, written consent.

27.1.8 Running services and applications with known vulnerabilities and weaknesses, e.g. insufficient anti-automation attacks, any traffic amplification attacks, including recursive DNS attacks, SMTP relay attacks.

27.1.9 Failing to respond adequately to a denial of service attack (DOS / DDOS).

28 SPAM AND UNSOLICITED BULK MAIL

28.1 Airspeed Wireless Internet regards all unsolicited bulk email (whether commercial in nature or not) as spam, with the following exceptions:

28.1.1 Mail sent by one party to another where there is already a prior relationship between the two parties and the subject matter of the message(s) concerns that relationship;

28.1.2 Mail sent by one party to another with the explicit consent of the receiving party.

28.1.3 Clients should only receive bulk mail that they have requested and/or consented to receive and/or which they would expect to receive as a result of an existing relationship.

28.2 Airspeed Wireless Internet will take swift and firm action against any user engaging in any of the following unacceptable practices:

28.3 Sending unsolicited bulk mail for marketing or any other purposes (political, religious or commercial) to people who have not consented to receiving such mail.

28.4 Using any part of Airspeed Wireless Internet's infrastructure for the purpose of unsolicited bulk mail, whether sending, receiving, bouncing, or facilitating such mail.

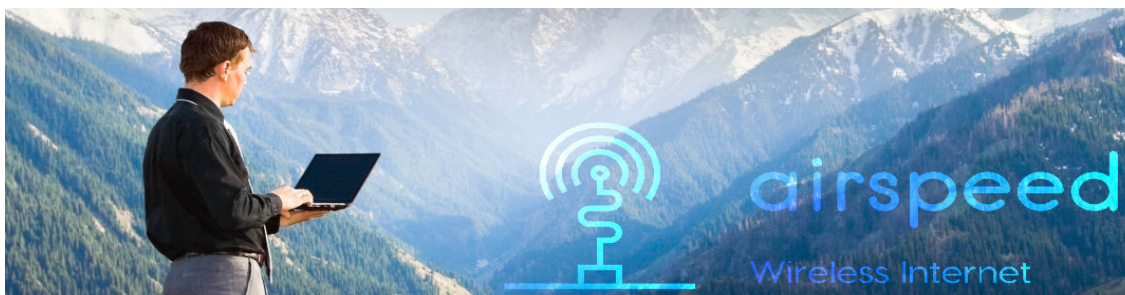
28.5 Operating or maintaining mailing lists without the express permission of all recipients listed. In particular, Airspeed Wireless Internet does not permit the sending of "opt-out" mail, where the recipient must opt out of receiving mail which they did not request. For all lists, the sender must maintain meaningful records of when and how each recipient requested mail. Airspeed Wireless Internet will also monitor Clients deemed to be operating "cleaning lists", which is using illegally obtained email addresses but removing addresses as complaints arise. Should Airspeed Wireless Internet, at its discretion, believe that this is the case, it will be treated as SPAM.

28.6 Failing to promptly remove from lists invalid or undeliverable addresses or addresses of unwilling recipients or a recipient who has indicated s/he wishes to be removed from such list, or failing to provide the recipient with a facility to opt-out.

28.7 Using Airspeed Wireless Internet's service to collect responses from unsolicited email sent from accounts on other Internet hosts or e-mail services that violate this AUP or the AUP of any other Internet service provider. Advertising any facility on Airspeed Wireless Internet's infrastructure in unsolicited bulk mail (e.g. a web site advertised in spam).

28.8 Including Airspeed Wireless Internet's name in the header or by listing an IP address that belongs to Airspeed Wireless Internet in any unsolicited email whether sent through Airspeed Wireless Internet's network or not.

28.9 Failure to secure a Client's mail server against public relay as a protection to themselves and the broader Internet community. Public relay occurs when a mail server is accessed by a third party from another domain and utilised to deliver mails, without the authority or consent of the owner of the mail-server. 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. Airspeed Wireless Internet reserves the right to examine users' mail servers to confirm that no mails are being sent from the mail server through public relay and the results of such checks can be made available to the user. Airspeed



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Wireless Internet also reserves the right to examine the mail servers of any users using Airspeed Wireless Internet's mail servers for "smarthosting" (when the user relays its mail via an Airspeed Wireless Internet mail server to a mail server of its own or vice versa) 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 Airspeed Wireless Internet's Privacy Policy and the laws of South Africa.

29 PROTECTION OF MINORS

29.1 Airspeed Wireless Internet prohibits Clients from using Airspeed Wireless Internet's service to harm or attempt to harm a minor, including, but not limited to, by hosting, possessing, disseminating, distributing or transmitting material that is unlawful, including child pornography and cyber bullying.

29.2 Airspeed Wireless Internet prohibits Clients from using Airspeed Wireless Internet's service to host sexually explicit or pornographic material of any nature.

30 USER RESPONSIBILITIES

30.1 Clients are responsible for any misuse of Airspeed Wireless Internet's services that occurs through the Client's account. It is the Client's responsibility to ensure that unauthorised persons do not gain access to or misuse Airspeed Wireless Internet's service.

30.2 Airspeed Wireless Internet urges Clients not to reply to unsolicited mail or "spam", not to click on any suggested links provided in the unsolicited mail. Doing so remains the sole responsibility of the Client and Airspeed Wireless Internet cannot be held liable for the Client being placed on any bulk mailing lists as a result.

30.3 Where the Client has authorised a minor to use any of the Airspeed Wireless Internet's services or access its websites, the Client accepts that as the parent/legal guardian of that minor, the Client is fully responsible for: the online conduct of such minor, controlling the minor's access to and use of any services or websites, and the consequences of any misuse by the minor.

31 MONEY BACK GUARANTEE

31.1 Whereas the client has expressed dissatisfaction with the services rendered within 30 days from installation for any reason whatsoever, Airspeed Wireless Internet shall remove all equipment installed by Airspeed Wireless Internet at no charge to the client and shall refund in full any subscription and/or installation fees received from the client.



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