



## ***integrated technologies***

### STANDARD TERMS AND CONDITIONS, ACCEPTABLE USE AND PRIVACY POLICY

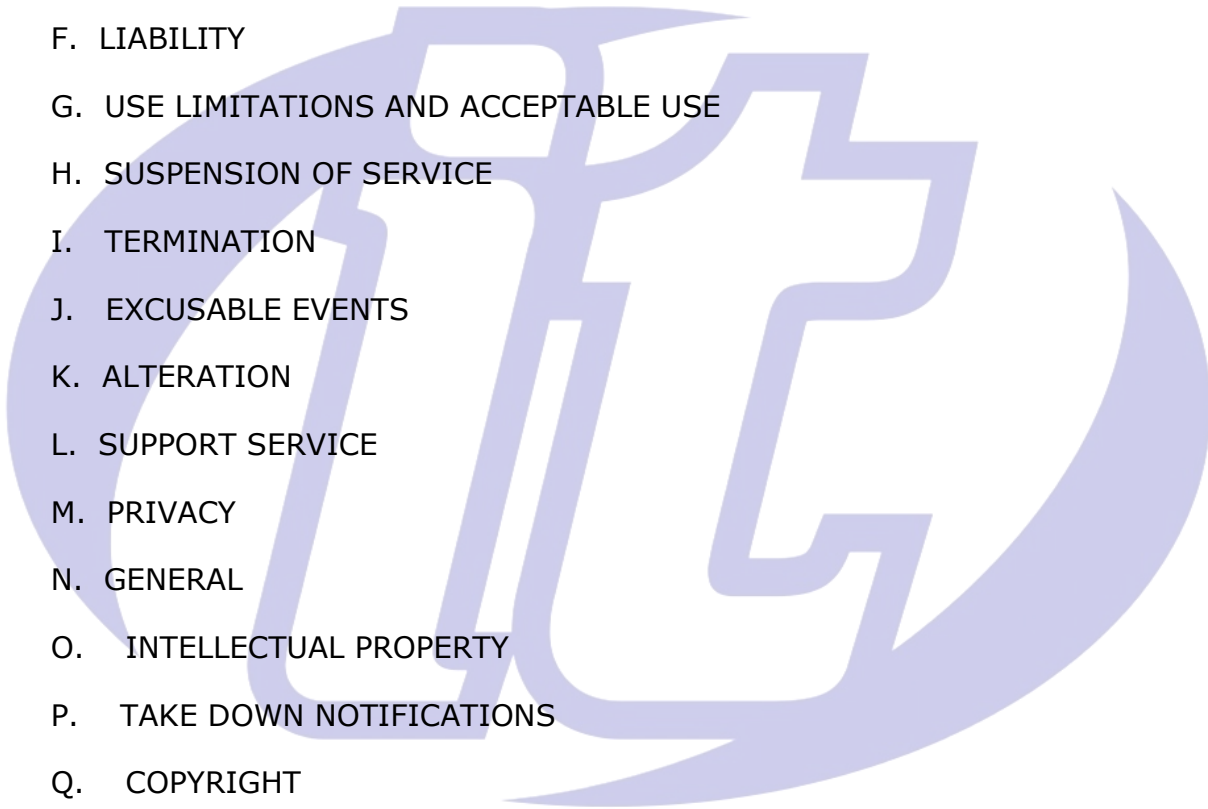
The terms and conditions set out in this document, read together with the customer details, financial details, method of payment, authority for debit order, period of service, sales confirmation, specifications, contact person and acceptance completed by a customer and accepted by Integrated Technologies (Proprietary) Limited ("Integrated Technologies"), whether formally or informally and verbally, (collectively "the/this agreement") govern the relationship between Integrated Technologies and the relevant customer of Integrated Technologies.

The relevance and force of this document extends to all products, services, support and any such brands whether current or that which may be introduced at any stage in the future.

For the record, existing brands include, but are not limited to;

- 3i Internet
- Chillibyte.com
- HotNet Internet
- TheNet Internet
- SupportTech
- SupportNet
- Back2Back
- MailStor
- MailSuite
- DataStor
- LiveDNS
- LiveIP

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## **A. ACCEPTANCE OF ORDER**

1. An agreement will only come into being between Integrated Technologies and a customer when the customer and Integrated Technologies have equally signed the terms and conditions contained herein (either by hand or electronically) . Where applicable, the word "services" shall include any relevant equipment and/or hardware.

## **B. PROVISION OF THE SERVICE**

1. Commencing on the date of this agreement ("the commencement date") and for the duration of this agreement thereafter, Integrated Technologies shall make reasonable efforts to make available a continuous, uninterrupted, expedient and error-free service to the customer, subject to the terms and conditions set out herein.

2. NOTWITHSTANDING THE PROVISIONS OF A1, THE CUSTOMER ACKNOWLEDGES THAT IN THE NORMAL COURSE OF PROVISION OF SERVICE(S), TEMPORARY INTERRUPTIONS MAY OCCUR FOR WHATEVER REASON. IN THE CIRCUMSTANCES, INTEGRATED TECHNOLOGIES SHALL NOT BE HELD LIABLE FOR ANY WHATSOEVER DAMAGES (ECONOMICAL OR OTHERWISE) WHICH THE CUSTOMER MAY SUFFER AS A RESULT OF ANY SUCH INTERRUPTION OF SERVICE(S) WHATSOEVER.

3. The customer shall solely be responsible, unless otherwise stated in this agreement, for provisioning, configuration and maintenance of all equipment on its premises, including (without limitation) computer hardware equipment, telecommunication equipment and modems necessary and required by the customer to exercise its rights and enjoy the services provided herein.

## **C. ASSUMPTION**

1. Neither party shall make any assumption whatsoever in regards any condition of this agreement, however, in the absence of any form of written, signed or documented agreement of whatsoever sort, and in the event of any form of dispute arising relating to whether any such agreement had, did, does or could have existed, by way of use of any form of services, support, products or whatsoever, the customer agrees that any form of use of any service, support, product or whatsoever shall be deemed to have been assumed agreement and acceptance of any conditions whatsoever binding on whatsoever and whomsoever and agrees to be bound to any relevant costs of such usage without dispute.

2. The customer hereby agrees to accept full liability and responsibility for all costs related to services, support, products or whatsoever as used, including any and all costs related to recovery of such costs.
3. The customer hereby agrees that in the event that Integrated Technologies can provide evidence from internal systems, that this alone is sufficient to prove that the customer has accepted and made good use of whatsoever and will and hereby does accept responsibility thereof.

#### **D. PAYMENT**

1. The customer shall pay to Integrated Technologies all applicable charges, tariffs, fees and other amounts ("charges") as may be set out in this agreement, in respect of the provision of the services to the customer.
2. The charges may be varied by Integrated Technologies from time to time in the following circumstances:
  - 2.1. In the event of any increase by an/any upstream provider and partner of Integrated technologies, of its tariffs relating to any service provided to the customer by Integrated Technologies, in which case the actual increase together with Integrated Technologies' mark-up will be passed on to the customer.
  - 2.2. If for any operational, market related or strategic reasons Integrated Technologies deems it necessary to make any such adjustments, whether across all products and services, or just specific prices, any such amendments will be done as and when deemed necessary.
3. All access charges that entitle the customer to obtain access to the services subscribed for, shall be payable in the manner as set out in this agreement and where such charge is indicated as-
  - 3.1 a monthly direct debit, the amount of the first month payment shall be payable by the customer to Integrated Technologies on the commencement date where after the relevant debit order shall apply;
  - 3.2 In all other cases payment shall be made in advance and/or as specified in the agreement.
4. Any payment due to Integrated Technologies not made on the due date thereof shall bear interest at a rate of 2.5% (two and a half per centum) above the prime bank overdraft rate as charged by Integrated Technologies's bankers from time to time, calculated from the date

payment was due until date of actual payment in full, capitalised monthly in arrears.

5. The customer shall, on demand, pay to Integrated Technologies all costs and expenses incurred by Integrated Technologies in enforcing the terms of this agreement, including without limitation legal costs on an attorney and own client basis.

6. Should the bank dishonour any payment offered by the customer to Integrated Technologies, Integrated Technologies shall be entitled, over and above the dishonoured payment as well as bank charges, to charge and the customer shall be obliged to pay a reasonable administration fee.

7. Should the customer change from one product to another or add any services to existing product, Integrated Technologies shall be entitled to charge and the customer shall be obliged to pay a reasonable administration fee.

8. Should a customer, in agreement of Integrated Technologies, arrange, opt or negotiate to make payment on a basis other than per month, such payment shall be deemed to be an upfront payment and as such, no portion of any upfront payment will be refunded under any circumstance/s whatsoever.

9. The customer/s agree to and authorise Integrated Technologies to adjust the monthly subscription/s in accordance with any product or service alteration, addition, change or upgrade that the customer may make use of, request, order or need, subsequent to the signing of the initial subscription application documentation.

## **E. INSTALLATION AND CONNECTION**

1. The customer acknowledges that any installation date or connection date furnished by Integrated Technologies is provisional only and, should installation or connection, as the case may be, not be effected by such provisional date for whatsoever reason-

1.1 Integrated Technologies shall not be responsible for any consequences of such delay or be liable for any damages, costs or expenses whatsoever incurred or suffered by the customer or any third party; and

1.2 the customer shall not be entitled, as a result of such delay, to terminate this agreement or withhold any payment.

## **F. ADSL PRODUCTS AND SERVICES**

1. For the purpose of definition, an ADSL connection is described as an Asymmetrical Digital Subscriber Line

2. There are two components to any ADSL connection; the physical conduit being the Telkom SA installed and managed copper lines to your apparatus, and then also the service providers provision of authorised ADSL access

3. ADSL connectivity is provided in two forms, namely all inclusive being the combined Telkom SA ADSL line (rental) as well as the authorised access account.

4. ADSL connectivity options can be provided in a number of formats, namely capped, uncapped, shaped and unshaped, contended, rate-limited or simply a free for all.

4.1 Capped ADSL connectivity provided a limit to the combined amount of data, of whatever format, that can be transferred in a specified period, usually a calendar month, both up and down the ADSL line.

4.2 Uncapped ADSL connectivity provides an unlimited amount of data transfer, whether up or down the ADSL line.

4.3 Shaped means that traffic is managed, monitored, prioritised and channeled in a specific order, primarily to avoid abuse and also to allow capacity for important and critical traffic types such as email

4.4 Contended means traffic is traversed across links along with other users. In simple terms, these links are shared with other in ratios that permit costs to also be shared and thereby allowing service providers to create affordability.

4.5 Rate limited means that traffic is essentially uncapped up to certain predetermined volumes per period. These predetermined criteria are based on known acceptable standards and any use in excess of these is deemed to be abusive. Such excessive use is then rate limited once it achieves the predetermined criteria, and then generally is thereafter rerouted on lessor or slower links.

5. The delivery of ADSL connections is vastly reliant on a number of players and upstream providers, such as the carriers used in foreign countries, carriers used to transport data to all foreign destinations etc.

Delivery of these such connections, and considering the number of parties involved in it, it will and is always subject to another parties control and controls they may impose from time to time.

ADSL connectivity is therefore provided on an 'as is' basis, to the extent that it is advertised by Telkom SA as a 'best effort' service. Integrated Technologies therefore do not and cannot warrant or guarantee that the ADSL Service will be free of errors or interruptions, of a performance subscribed to nor always available. To this extent, ADSL connectivity may not be as reliable as is required by a subscribers needs, whether personal or business, mission critical, financially defendant, emergency or corporate compliance.

6. The most prominent player in the success of an ADSL connection is the Telco company, in South frica this is Telkom SA.

We may use or rely on upstream providers to provide the ADSL Service or certain portions thereof. We accordingly provide the ADSL Service subject to the limitations and terms imposed on us by such upstream providers, which includes the actual availability of the upstream provider's network.

Wherever possible, Integrated Technologies will endeavor to partner with providers, upstream providers and other parties of an acceptable reputation and stature, in order to deliver ADSL connectivity in as reliable and efficient manner as possible to our subscribers.

7. Certain ADSL products and services may appear to vary from their interpreted description and may also from time to time appear to not achieve performances expected based on product and services descriptions. Typically this is common with cheaper products where the likes of shaping will make a noticeable affect of customer experience from time to time. Shaping by way of traffic prioritizing and user contentions is common and unavoidable when 'budget' type products and services are subscribed to and may therefore not necessarily be the right product or service for that application or environment.

7.1 Customers are hereby advised, informed and warned that the budget type products and services are designed to deliver affordable, cheap connectivity, but with compromises

7.2 Customers are hereby advised, informed and warned that with the arrival of new faster ADSL connectivity options, certain traffic types are managed and prioritized more so than others, particularly where such new higher performance products and services could and may cause or result in the need for a service provider to accommodate more capacity at further cost.

Integrated Technologies reserves the right to manage our network in order to optimize its efficiency and cost effectiveness for the benefit of all our subscribers. We may take any other action we deem appropriate in order to help ensure the integrity of the network experience for all subscribers and at the same time, maintain the cost of any such products and services

8. Whether by way of new service application or an upgrade/change in service type, any ADSL connectivity subscriber, by way of making use of these such services, agrees to the terms and conditions herein and acknowledges that they agree, understand, accept such terms and conditions as well as the nature of the ADSL products and services as explained herein. This use of any of the ADSL services constitutes your acceptance hereof and forms the basis of a legally binding agreement by you, with Integrated Technologies.

9. Payment for the ADSL connectivity is due on a monthly basis, in arrears, per month or part thereof. Usage is irrelevant, any logged record of connectivity on an account will attract the full months subscription. Payment to Integrated Technologies will be only for the authorised connectivity access, the Telkom ADSL line rental costs are payable directly to Telkom SA.

## **F. LIABILITY**

1. This clause E specifies the entire liability of Integrated Technologies, including, without limitation, liability for negligence. In particular (but without limitation) all statutory, expressed, implied or collateral terms, conditions or warranties are excluded.
2. INTEGRATED TECHNOLOGIES SHALL UNDER NO CIRCUMSTANCES BE LIABLE (INCLUDING LIABILITY FOR NEGLIGENCE) FOR ANY LOSS, DAMAGE OR INJURY WHATSOEVER THAT THE CUSTOMER OR ANY THIRD PARTY MAY SUFFER, NO MATTER WHEN OR HOW ARISING, SPECIFICALLY INCLUDING (BUT WITHOUT LIMITATION) REFUNDS OF FEES, LOSS OF PROFITS, FINANCIAL LOSS, LOSS OF CONTRACTS, LOSS OF INCOME, LOSS OF ANTICIPATED BUSINESS, COST OF REPLACEMENT SERVICES, SAVINGS USE, GOODWILL OR ANY OTHER FORM OF CONSEQUENTIAL LOSS WHATSOEVER AND WHERESOEVER.
3. ANY SERVICE(S) PROVIDED HEREIN IS PROVIDED IN GOOD FAITH ON AN "AS-IS" BASIS AND INTEGRATED TECHNOLOGIES MAKES NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS OF WHATSOEVER NATURE WITH RESPECT TO ANY SUCH SERVICE.
4. The customer shall and hereby does indemnify Integrated Technologies-
  - 4.1 against any damage, loss or liability (excluding liability for Integrated Technologies' wilful conduct) arising from the provision of services to the customer, its employees, directors, agents and/or representatives;
  - 4.2 against any damage, loss or liability of whatsoever nature arising from a breach of Integrated Technologies's security measures, any misuse of Integrated Technologies' facilities or services and/or any act or omission of any other customer of Integrated Technologies;
  - 4.3 from any claim by any third party arising directly or indirectly out of or related to the customer's access to or use of services rendered by Integrated Technologies or any information or data obtained through such access or use; and
  - 4.4 its holding company, affiliates and subsidiaries, for all loss, damage, cost or liability that may be incurred by any one or more of them in the event that the customer's use of the service and/or the products supplied hereunder -
    - 4.4.1 constitutes a violation of any law, regulation or tariff;
    - 4.4.2 is defamatory, fraudulent or deceptive;

4.4.3 is intended to threaten, harass or intimidate; or

4.4.4 interferes with the use or enjoyment of other customers of the services and products provided by Integrated Technologies.

5. Under no circumstances whatsoever will Integrated Technologies's liability, if any and whether in contract or otherwise, exceed the aggregate of the amounts actually paid by the customer to Integrated Technologies.

## **G. USE LIMITATIONS AND ACCEPTABLE USE**

The customer hereby agrees -

1. that it is aware and will stay aware of and shall at all times comply with all statutory or other regulatory provisions and rules applicable to the provision and use of the services from time to time;

2. that it shall make use of the services in a responsible, prudent, lawful and honest manner;

3. that it shall comply with any directions, instructions and limitations issued or notified by Integrated Technologies from time to time in connection with the services;

4. that it shall not use any service in a manner which -

4.1 constitutes a violation of any law, regulation or tariff that may be in force in South Africa or elsewhere. In particular the customer undertakes to familiarise itself and ensure that it is kept continuously apprised of all such laws, regulations and tariffs in force from time to time which may have any bearing on the services rendered and products provided by Integrated Technologies and/or the customer's access to or use thereof;

4.2 constitutes an act or omission that is generally unacceptable or offensive to internet users in general, to the public at large or as same may be determined by Integrated Technologies from time to time in its sole and absolute discretion, specifically including (but not limited to) the hosting of pornographic material, spamming, hacking, unsolicited mailing etc.;

4.3 contravenes any Integrated Technologies policy, as such document may be published, updated and amended by Integrated Technologies from time to time;

4.4 is defamatory, fraudulent or deceptive;

- 4.5 is intended to threaten, harass, nuke or intimidate;
- 4.6. tends to damage the name or reputation of Integrated Technologies, its holding company, affiliates and subsidiaries; or
- 4.7 interferes with the use and enjoyment of Internet related services of customers of Integrated Technologies;
5. that the services to be rendered to the customer shall be as defined and subject to such limitations as may be notified from time to time by Integrated Technologies;
6. that the customer is aware of the limitations of all relevant services and that service quality and coverage available shall be limited to that supported by the infrastructure of Integrated Technologies, its network providers and Telkom and that service may from time to time be adversely affected by a number of different causes;
7. that it shall not commit any act or omission which may have an adverse technical effect on the integrity or functionality of the network infrastructure of Integrated Technologies or that provided or made available to the customer by or through Integrated Technologies. If any act or omission of the customer has such an adverse technical effect the customer shall, on receiving notification to that effect from Integrated Technologies, forthwith take such steps as may be necessary to rectify the situation at his own cost and expense, failing which Integrated Technologies shall be entitled, without prejudice to its other rights in terms hereof or at law, to forthwith suspend the service and/or terminate this agreement;
8. that unless otherwise agreed by Integrated Technologies in writing, it shall not resell or make available to third parties, in any manner whatsoever and whether directly or indirectly, the services provided to it by Integrated Technologies;
9. that it shall take whatever steps may be necessary to ensure the safekeeping and confidentiality of all identification codes and passwords furnished by Integrated Technologies for use by the customer and shall specifically not disclose same to any third party without Integrated Technologies's prior written consent.
10. to comply with the rules and regulations applicable to any network that is accessed through Integrated Technologies;
11. that where it is outside the Republic of South Africa and wishes to connect to the internet, such connection may be subject to the terms and conditions of a Global Service Provider ("GSP"). The customer has been

informed of and acknowledges that the GSP is not affiliated to Integrated Technologies.

## **H. SUSPENSION OF SERVICE**

1. Integrated Technologies may from time to time and without notice suspend the services in any of the following circumstances-

1.1 during any technical failure, modification or maintenance either of the service or the equipment by means of which the service is provided;

1.2 if the customer -

1.2.1 fails to comply with any of the terms and conditions of this agreement (including failure to pay any charges due) until the breach (if capable of remedy) is remedied; or

1.2.2 does or allows to be done anything which, in Integrated Technologies's reasonable opinion, may have the effect of negatively affecting the operation of the Integrated Technologies network or the provision of services to the customer or to any other customer(s) of Integrated Technologies.

2. Notwithstanding any suspension of service under this clause G, the customer shall remain liable for all charges due hereunder throughout the period of suspension unless Integrated Technologies, in its sole discretion, determines otherwise.

## **I. TERMINATION AND CANCELLATION**

1. Notwithstanding anything to the contrary contained in this agreement, Integrated Technologies shall at any time be entitled to terminate this agreement on not less than 30 (days) notice to such effect to the customer, Integrated Technologies making due refunds. In the case of a month to month agreement the customer shall give Integrated Technologies 1 calendar month notice of termination.

2. Without prejudice to any other rights or remedies which Integrated Technologies may have in terms hereof or at law, Integrated Technologies shall be entitled to forthwith cancel this agreement and discontinue the service if the customer fails to comply with any of the terms or conditions of this agreement or any other agreement made between Integrated Technologies and the customer.

3. Without prejudice to any other rights or remedies which Integrated Technologies may have in terms hereof or at law, Integrated technologies is and shall not be obligated in any manner whatsoever to offer the customer any form of relaxation of any terms and conditions as applied. In the event however, the Integrated Technologies does offer the customer any some form of relaxation, such relaxation shall not constitute a relaxation of any other term or condition as contained either herein or in any other document intended to bind the two parties.

4. Upon termination of this agreement Integrated Technologies shall disconnect the customer from the networks of Integrated Technologies and all its network providers.

5. After disconnection of the customer upon termination of this agreement, the customer shall on demand pay all charges outstanding at the time of disconnection, including any disconnection fee, which may be charged by Integrated Technologies.

6. Upon termination due to any breach of this agreement by the customer, Integrated Technologies shall be entitled to claim damages.

7. Notice of cancellation by the customer, shall be in writing

#### **J. EXCUSABLE EVENTS**

Integrated Technologies shall not be liable to the customer for any breach of this agreement or failure on its part to perform any obligation as a result any circumstances outside Integrated Technologies' reasonable control, including without limitation, of technical problems relating to the networks of Integrated Technologies, Telkom or any network provider of Integrated Technologies, or any one or more of them, acts of God, government control, restrictions or prohibitions or any government act or omission, whether local, national or international, act or default of any supplier, agent or sub-contractor, industrial disputes of any kind or any other cause .

#### **K. ALTERATION**

1. Integrated Technologies reserves the right and shall be entitled -

1.1 to alter any name, code or number allocated by Integrated Technologies for use in connection with the services and the customer hereby indemnifies Integrated Technologies against any cost to the customer, loss or liability arising from such alteration.

1.2 to amend where and when deemed necessary, any clauses and or conditions contained herein, without any form of notice to its customers.

1.3 to amend where and when deemed necessary, any product and or service name, label, description, content, make up, functionality or whatsoever, without any form of notice to its customers.

1.4 to amend where and when deemed necessary, any pricing, either in whole or in part, incremental or once off, of any product or service provided and or subscribed to, without any form of notice to its customers.

1.5 to amend where and when deemed necessary, any hours of operation, support or any form of availability whatsoever, without any form of notice to its customers.

1.6 to amend where and when deemed necessary, any or all contact numbers, addresses, domains and web sites, without any form of notice to any of its customers.

#### **L. SUPPORT SERVICE**

1. Integrated Technologies shall, as and when specifically requested to do so by the customer in writing, render such consultation and support services to the customer pertaining to the identification and, if possible, solution of problems encountered by the customer in the Integrated Technologies services rendered to it or with internet related services in general as the customer may request, subject to the payment by the customer of all hourly tariffs, distance charges and other related fees payable in respect thereof.

2. Integrated Technologies shall, as part of such service, identify the customer's problem, but does not give any warranty, guarantee or any other similar undertaking that it will be able to rectify all or any of the problems so identified.

3. The customer shall-

3.1 supply all software, hardware and all related documentation required by Integrated Technologies to identify and solve any problem encountered by the customer. Failure to do so will result in Integrated Technologies not being able to assist customer any further, whilst the customer shall remain liable for the payment of any and all amounts referred to in K1; and

3.2 render to Integrated Technologies, its agents, representatives and employees all necessary assistance to identify, locate and solve any problem encountered by the customer; and

3.3 ensure the safety of all agents, representatives and employees of Integrated Technologies present at the customer's premises and shall and hereby does assume responsibility and liability for any cost, expense, loss or damage incurred or suffered by Integrated Technologies or any of its representatives, agents or employees as a result of any injury to or the death of any such person whilst present at the customer's premises, from whatsoever cause arising; and

3.4 provide Integrated Technologies, its agents, representative and employees any or all access details that may be required in their endeavours to identify, locate and solve any problems encountered by the customer; and

3.5 take due precautions, such as data backups and copies, prior to any agents, representative or employee of Integrated Technologies accessing and or working on in any manner whatsoever, in the endeavour to identify, locate and solve any problems encountered by the customer; and

3.6 absolve Integrated Technologies, its agents, representatives or whomsoever that may be called upon to identify, locate and solve any problems encountered by the customer, of any form of data loss, corruption whatsoever, and shall provide Integrated Technologies with suitable backups and or copies from which to recover and restore any such lost or corrupted data.

4. Integrated Technologies does and shall not accept any responsibility or liability for any existing data on the customer's equipment and shall specifically not be required to back-up any data before commencing any work. The customer hereby indemnifies and holds Integrated Technologies harmless against any cost, liability, loss or damage incurred or suffered by the customer or by Integrated Technologies as a result of the loss of any such data, whether occasioned by any act or omission of Integrated Technologies, its representatives, agents or employees or otherwise.

5. Consultation time charged for will commence when the relevant Integrated Technologies agent, representative or employee leaves the Integrated Technologies office and will end when he returns to the Integrated Technologies office. The customer will be charged should the consultant for any reason whatsoever not be able to obtain access to the customer's premises or equipment.

## **M. PRIVACY**

1. Integrated Technologies will protect the confidentiality of its subscribers' information, and use its subscribers' information only for the purpose permitted or required.
2. Integrated Technologies will only release its subscriber's information to a third party under the following circumstances:
  - 2.1 when directed by the written instruction of the subscriber or prospective subscriber;
  - 2.2 when directed by an order of Court;
  - 2.3 to the Independent Communications Authority of South Africa for the purpose of compiling, verifying or auditing any reports, accounts or other information required of Integrated Technologies 's licence or in terms of the Electronic Communications Act, 2005 and the regulations made pursuant to that Act;
  - 2.4 where it is necessary to properly deal with and comply with any legislative enactment or regulation in respect of any complaint lodged in terms of Integrated Technologies' complaints handling procedure;
  - 2.5 during the process of debt collection;
  - 2.6 to Integrated Technologies' attorneys in connection with any potential, threatened or actual litigation;
  - 2.7 to Integrated Technologies' auditors for the purpose of auditing their accounts; and
  - 2.8 in terms of any applicable law.
3. Please take note of the following:
  - 3.1 You can browse sites without telling us who you are, or revealing any of your personal information. We and or our upstream providers can and do from time to time track the Internet address of the domains of visitors and analyse such for trends and statistics. The individual user remains anonymous.

3.2 Some of our web pages may utilise "cookies" so that we can provide you with more tailored information when you return to our site. "Cookies" are used to enhance your interactive experience and generally improve the service which we offer you. You can set your browser to notify you when you receive a cookie, to decide whether or not to accept it.

3.3 We may from time to time, if deemed either necessary or appropriate, disclose aggregate information to third parties to identify the user population in general terms, e.g. 52% males visit a particular site. In any such event, your identity and/or personal information will under no circumstances be disclosed.

3.4 We are not responsible for the privacy practices of or the content on sites linking out of the Integrated Technologies network. You agree to indemnify Integrated Technologies from any liability and or claim arising from your access to sites other than those of the Integrated Technologies network.

3. Integrated Technologies is in no manner whatsoever responsible for any privacy and or security settings necessary or applied, on any users computer. In this regard, you agree to indemnify Integrated Technologies from any liability and or claim arising from your access to any web sites whatsoever, or any settings and or configurational changes necessary and or made to the computer/s used by the user to access such internet web sites.

## **N. GENERAL**

1. The customer shall not cede, assign, transfer, encumber or delegate any of his rights or obligations in terms of this agreement to any third party. Notwithstanding anything to the contrary contained herein, Integrated Technologies shall be entitled to cede its rights and delegate its obligations in terms of this agreement to any of its affiliate companies, provided that reasonable guarantees will be given to the customer.

2. The terms and conditions as set out herein, constitute the entire agreement between Integrated Technologies and the customer and supersede all representations made to the customer, all amendments effected by the customer to any application form or other similar document submitted by him and all communications between Integrated Technologies and the customer relating to the subject matter hereof.

3. The customer chooses, as his domicilium citandi et executandi, the physical address set out in "Customer Details" in this agreement.
4. Integrated Technologies reserves the right to amend these terms and conditions from time to time without notification to the customer of such amendments.
5. This document or any other document intending to bind Integrated Technologies (Pty) Ltd, any one of its associated companies, its directors or staff, shall not constitute a binding agreement in any way whatsoever unless signed by a duly authorised director of Integrated technologies (Pty) Ltd.
6. Any documentation outside of these conditions that intends to bind Integrated Technologies (Pty) Ltd, any of its associated companies, its directors or staff, shall be of no force if altered in any manner whatsoever, unless such alterations are specifically identified and signed by both the customer and a director of Integrated Technologies (Pty) Ltd.
7. This agreement shall be governed by and construed and interpreted in accordance with the law of the Republic of South Africa.
8. The clause headings in this agreement are for the purpose of convenience only and shall not be taken into account in the interpretation of nor modify the terms of this agreement. Unless inconsistent with or a contrary intention clearly appears from the context words importing any reference to a gender includes the other genders, any reference to the singular includes the plural and vice versa, and any reference to natural persons includes legal persons and vice versa.
9. If any clause or clauses of the terms and conditions of this agreement is found by any court of competent jurisdiction to be invalid or unenforceable, the remainder of the terms and conditions of this agreement shall remain valid and enforceable.

## **O. INTELLECTUAL PROPERTY**

1. The intellectual property rights including (without limitation) copyrights and the trade and service marks utilized by Integrated Technologies during the term of this Agreement, shall remain the property of Integrated Technologies or Integrated Technologies's licensors and, save as provided herein, nothing contained in this Agreement shall be construed to confer on the customer any rights or licenses in such intellectual property rights.
2. Should Integrated Technologies be required to develop any computer code, data, documents, presentations, solutions design, web

site or any application ("the work"), then all intellectual property rights in and to such work shall vest exclusively in Integrated Technologies. To the extent that intellectual property rights in the work vests, for whatever reason, in the customer, the customer hereby agrees to assign all such intellectual property rights to Integrated Technologies, which hereby accepts such assignment.

3. Save as provided for in this agreement, any license granted to the customer in terms of this agreement shall be for singular user only. The customer shall be obliged to pay a license fee for multiple use.

4. The customer shall not modify or use any software, computer code, data, documents, presentations, solutions design, web site or any application licensed to it in terms of this agreement, to create a derivative work without Integrated Technologies's prior written consent.

#### **P. TAKE DOWN NOTIFICATIONS**

1. Integrated Technologies has appointed the Internet Service Providers Association as it's agent to receive notifications of infringements, in terms of section 75 of the electronic Communications & Transactions Act, and as defined in section 77 of the Act.

2. Further details in this regard relating to this section can be addressed to the ISPA, their contact details are displayed on the Integrated Technologies web site home page.

#### **Q. COPYRIGHT**

1. It is not permissible to reproduce, copy, sell or offer, publish or make any form of adaptation of any of the material/s within the web sites belonging to Integrated Technologies, in any manner whatsoever. This copyrighted content and the rights thereof belong to Integrated Technologies.

2. Copyright 1999 - 2010 – All rights reserved, Integrated Technologies (Pty) Ltd

3. Any permission granted or waiver conceded, shall in no manner whatsoever be construed as a relaxation of any terms, conditions and rights contained herein. Any interpretation to this affect shall be deemed to be of malicious intent.