

The product or service specific terms and conditions contained herein must always be read together with the IS Ignite Standard Terms and Conditions, any use or Privacy Policies, and any other information contained on IS Ignite legal notices page, which will all always apply to your use of this product or service.

PRODUCT TERMS: BROADBAND VSAT

1. INTERPRETATION

- 1.1 Unless the context clearly indicates to the contrary, any term defined in the Standard Terms and Conditions when used herein, shall bear the same meaning as defined in the Standard Terms and Conditions.
- 1.2 To the extent that there is any contradiction between the Standard Terms and Conditions and these Product Terms the following order of precedence shall apply: (i) these Product Terms; and (ii) the Standard Terms and Conditions.
- 1.3 Unless the context clearly indicates to the contrary, the following words bear the meanings ascribed thereto-
 - 1.3.1 "**Cap**" means the amount of data measured in Gb that the Customer initially elects on the Website to send and receive during the course of a calendar month and hard capping means that the amount of data is capped at a certain limit;
 - 1.3.2 "**Base Package**" means the VSAT package elected by the Customer on the Website, as more fully described therein and as published by IS from time to time;
 - 1.3.3 "**Customer Identifier**" means the unique code (user name and password) issued by IS to Customer for purposes of IS's user authentication process as envisaged in and in accordance with the Standard Terms and Conditions;
 - 1.3.4 "**Equipment**" means the router, modem and satellite dish owned by IS and i) rented to Customer, in terms of the Equipment Rental Product Terms or ii) purchased outright by Customer from IS in terms of the Equipment Purchase Terms or iii) supplied by Customer in line with the specifications provided to Customer by IS and shall include any software, hardware, cables, connectors, programs, interfaces, associated media, printed materials, and/or on-line or electronic documentation associated with it;
 - 1.3.5 "**MTTR**" means Mean Time To Respond;
 - 1.3.6 "**On Site Support**" means IS dispatching its own engineer or sub-contracted engineer to Customer's Premises in order to perform diagnosis and repairs;
 - 1.3.7 "**Premises**" means Customer's premises at which the Equipment will be installed;
 - 1.3.8 "**Services**" means the IS VSAT fixed IP and IS VSAT VPN Services contemplated in these Product Terms which IS renders to Customer in accordance with Customer's selection, as indicated on the Website under such heading or description comprising

satellite internet connectivity to connect the Premises via the Equipment to the internet;

- 1.3.9 **“Service Fees”** means any and all charges related to the Base Package elected by the Customer on the Website and additional installation charges that are not included in the standard installation fee.
- 1.3.10 **“Acceptable Use Policy”** or **“AUP”** means the Service Providers acceptable use and fair access policy as available below and as amended from time to time.

2. DURATION

- 2.1 This Agreement will commence and be binding from the Acceptance Date (which is the date you sign this Agreement on the Website). The Services shall be rendered from the Activation Date of the Services by IS and endure for an initial period selected by Customer on the Website (hereinafter referred to as the "Initial Period"). The Initial Period will only be calculated from the Activation Date. **Notwithstanding the aforesaid, the provisions of the Standard Terms and Conditions pertaining to termination shall apply.**
- 2.2 Either Party may terminate the Services at the end of the Initial Period by giving the other Party 1 (one) calendar months written notice of termination prior to the end of the Initial Period.
- 2.3 If neither Party has given notice as contemplated in clause 2.2 above, the Services shall endure indefinitely thereafter on the same terms and conditions, provided that either Party shall be entitled to terminate the Services on 1 (one) calendar month written notice to the other to that effect.

3. SERVICE FEES

- 3.1 Customer shall pay IS the Services Fees specified on the Website in accordance with the provisions set out in the Standard Terms and Conditions.
- 3.2 Customer acknowledges that in the event that Customer moves and/or relocates to a different location and/or Premises, IS shall charge Customer for the moving and/or relocation of the Equipment to new Premises which includes without limitation the: (i) installation fees; and/or (ii) set up fees. Customer acknowledges and agrees that the aforementioned fees shall be included in Customer's monthly tax invoice, which shall be payable by Customer in accordance with the provisions of the Standard Terms and Conditions. If Customer has selected a debit order as a method of payment on the Website, Customer hereby authorizes IS to debit Customer's bank account with all fees chargeable by IS as envisaged in this clause.
- 3.3 Customer acknowledges that in the event the installation is non-standard. IS shall charge the Customer additional costs.

4. TERMS AND CONDITIONS SPECIFIC TO THE SERVICES

- 4.1 Customer acknowledges and agrees that:
- 4.1.1 an approved satellite dish and router are a prerequisite at the Premises for the use of the Services;
 - 4.1.2 the Services are a *best effort* service and are not guaranteed by IS in any manner whatsoever;
 - 4.1.3 the quality of the Services is dependent upon the quality and capacity of the satellite connection which is subject to any technological constraints. **Customer shall therefore not be entitled to terminate the Services as a result of any impairment to the quality of the satellite connection which impacts on Customer's access and usage of the Services.**
- 4.2 IS will, subject to the provisions of the Standard Terms and Conditions, issue Customer with Customer Identifiers to enable access to the Services.
- 4.3 Equipment
- 4.3.1 In the event that the Equipment is rented from IS by Customer, Customer acknowledges that such Equipment is rented in accordance with the provisions of clause 5 below.
 - 4.3.2 In the event that the Equipment is purchased outright by Customer from IS, Customer acknowledges that such Equipment is purchased in accordance with the provisions of clause 6 below.
- 4.4 Customer acknowledges and agrees that it shall:
- 4.4.1 undertake to use the Services solely for internal purposes and shall not be entitled to directly or indirectly transfer, distribute, re-distribute, copy, sell, re-sell, lease, rent, lend, license or sub-license the Services in whole or in part in any manner whatsoever to any third party without IS's written consent;
 - 4.4.2 not permit and/or initiate a simultaneous network logon while utilising one of the Customer Identifiers; and
 - 4.4.3 not attempt to circumvent IS's user authentication processes or attempt to gain access to the Services if not expressly authorised in writing to do so.
- 4.5 Without limiting the generality of the provisions of the Standard Terms and Conditions, should Customer fail to comply with the provisions of clauses 4.3 and 4.4, Customer agrees to pay to IS, on demand, all costs, loss and/or damages incurred by IS as a result of such breach. This may include (without being limited to) the payment of additional Service Fees for Services utilized.
- 4.6 In order to ensure the security and reliable operation of the network to all Customers, IS reserves the right to take whatever action IS deems necessary to preserve the security and reliability of the network.

4.7 Installation:

- 4.7.1 Customer shall, prior to the date of delivery and/or installation of the Equipment, ensure that Customer's premises are prepared for delivery and/or installation of the Equipment according to the standard communicated to the Customer in writing by IS and Customer shall provide IS or its agents full assistance during the period of delivery and installation. Furthermore, Customer shall accept installation of the Equipment by allowing IS or its agents, reasonable access to its Premises and its network for purposes of the installation and/or set-up and/or configuration of the Equipment and by activating the Equipment whenever tendered by IS.
- 4.7.2 Should IS establish that the premises is not prepared and/or equipped for installation of the Equipment in accordance with the specifications contemplated in clause 4.7.1 above, IS shall do the necessary preparations at the Customer's cost.
- 4.7.3 Furthermore, Customer shall ensure that Customer's premises are protected from any destructive elements including without limitation, lightning, flooding and/or fire.
- 4.7.4 IS and/or its agents shall attend to the installation and/or set-up and/or configuration of the Equipment during business hours and the relevant Service Fees shall be applicable.

5. EQUIPMENT RENTAL (IF SELECTED ON THE WEBSITE)

- 5.1 IS hereby leases the Equipment to Customer who accepts such rental. Customer acknowledges and agrees that:
 - 5.1.1 the Equipment will at all times during the rental term remain the property of IS;
 - 5.1.2 the Equipment shall at all times be regarded as a movable property and shall not become part of any property;
 - 5.1.3 IS shall have the right to enter the Premises in order to remove the Equipment upon termination of the Services unless ownership to the Equipment passes to the Customer as set out in clause 5.8 below at the end of the rental term.
- 5.2 IS shall at its own costs and expense deliver the Equipment at the Premises. A signed delivery note by Customer (including its employee, representative or nominee) shall constitute *prima facie* proof that the Equipment was delivered to and received by Customer in good condition.
- 5.3 Upon delivery of the Equipment as envisaged in clause 5.2 above, Customer shall bear all risk of loss, theft, damage and/or destruction of the Equipment while housed at the Premises for an amount equal to the full replacement value thereof. Customer shall make its own arrangements regarding the insurance of the Equipment.
- 5.4 Prior to installation of the Equipment, Customer shall (i) prepare the Premises for installation as contemplated in clause 4.7.1, (ii) ensure that the Premises are free of the elements contemplated in clause 4.7.2 and (iii) accept installation of the Equipment by allowing IS or its agents, reasonable access to its Premises and its network for purposes of the installation and/or set-up

and/or configuration of the Equipment and by activating the Equipment whenever tendered by IS. IS and/or its agents shall attend to the installation and/or set-up and/or configuration of the Equipment during business hours and the relevant Service Fees shall be applicable. A signed installation note shall constitute *prima facie* proof that the Equipment has been received, installed and configured in accordance with the Services requirements, whether such installation note is signed by Customer or its employee or representative.

- 5.5 Where Customer has not prepared the Premises for installation, IS shall be entitled to charge Customer the fees as contemplated in clause 4.7.2.
- 5.6 Customer shall not allow any third party to take possession of the Equipment unless duly authorised thereto by IS. Should any third party take possession of the Equipment without the said authorisation, the replacement value thereof shall immediately be due and payable by Customer.
- 5.7 If the Premises at which the Equipment will be installed is rented:
- 5.7.1 Customer shall:
- 5.7.1.1 advise IS in writing of the name and address of the landlord as well as any changes thereto;
- 5.7.1.2 not move the Equipment without IS's prior written consent.
- 5.7.1.3 obtain written authorisation from the landlord prior to the installation of the equipment
- 5.7.2 Customer warrants that the landlord and/or governing body(ies) have been informed that the Equipment belongs to IS and can therefore not be subject to a *lien* or landlord *hypothec*. **Customer hereby indemnifies IS against all losses or damages it sustains or incurs as a result of breach by Customer of the warranty contained in this clause.**
- 5.8 Customer acknowledges and agrees that it shall only use the Equipment in conjunction with the Services. Under no circumstances will Customer or anyone else be allowed to: (i) access and/or tamper with the Equipment; (ii) install any software or application not provided by IS; (iii) move the Equipment to any other location without the express written permission of IS; and (iv) use the Equipment for any other purpose. Access to the Equipment shall be restricted to IS's staff or its duly authorized agents only. **Should Customer load any other software or application to the Equipment and/or allow any person to access the Equipment and/or tamper with the Equipment, IS's obligation to support the Equipment shall automatically terminate and any Equipment support required by Customer will be charged by IS.**
- 5.9 At the end of the rental term as stipulated on the Website (but which shall not be less than 12 (twelve) months), ownership of the Equipment shall pass to the Customer subject to the Customer having complied with the terms and conditions of the Standard Terms and Conditions, these Product Terms and the Equipment Rental Product Terms for the rental term. IS gives no warranty, whether directly or implied, of any kind in respect of the Equipment and ownership of

the Equipment shall pass to the Customer "as is". Should the Customer require further Equipment support, Customer must contact IS directly and if rendered by IS, such support will be charged for by IS.

6. EQUIPMENT PURCHASE (IF SELECTED ON THE WEBSITE)

- 6.1 IS sells the Equipment to Customer at the price set forth on the Website and/or any addendum thereto.
- 6.2 Ownership of the Equipment supplied shall pass to Customer upon payment of the full purchase price inclusive of VAT (and all applicable taxes, rates or governmental levies, if any) and any other charges levied by IS in terms of the Agreement. Risk in the Equipment shall pass to Customer upon delivery of the Equipment at the Premises or collection of the Equipment at IS's offices by Customer or Customer's employee, representative or carrier agent, whichever is applicable.
- 6.3 Customer shall not be entitled to withdraw and/or cancel the order upon submission of this duly signed Agreement on the Website and/or any addendum thereto, without IS's prior written approval.
- 6.4 Customer shall pay to IS in advance the full amount set out on the Website and/or any addendum thereto plus VAT within 7 (seven) days of submission of the signed Agreement on the Website and/or any addendum thereto, without deduction or set-off of any amount of whatsoever nature or for whatsoever reason. Such amount shall be deposited into IS's account set out on the Website and/or any addendum thereto, unless specifically otherwise advised in writing by IS.
- 6.5 All applicable taxes, rates or governmental levies, if any, and VAT shall be for the account of Customer.
- 6.6 Delivery and Installation (If requested)
 - 6.6.1 Should the Agreement include delivery of the Equipment, IS or its agents will deliver the Equipment to the Premises at Customer's cost. A signed delivery note by Customer (including his employee, representative, carrier, agent or nominee) shall constitute *prima facie* proof that the Equipment was delivered to and received by Customer in good condition.
 - 6.6.2 Should the Agreement include installation and/or set-up and/or configuration of the Equipment and prior to installation of the Equipment, Customer shall (i) prepare the Premises for installation as contemplated in clause 4.7.1, (ii) ensure that the Premises are free of the elements contemplated in clause 4.7.2 and (iii) accept installation of the Equipment by allowing IS or its agents, reasonable access to its Premises and its network for the purposes of the installation and/or set-up and/or configuration of the Equipment and by activating the Equipment whenever tendered by IS. IS and/or its agents shall attend to the installation and/or set-up and/or configuration of the Equipment during business hours and the relevant Service Fees shall be applicable. Customer shall allow IS or its agents, all reasonable access to the Premises. A signed confirmation by Customer (including his employee, representative, carrier agent or

nominee) that installation and/or set-up and/or configuration, whichever is/are applicable, of the Equipment was done shall constitute *prima facie* proof of that it was done according to specification and agreement.

- 6.6.3 IS shall use its reasonable endeavours to comply with the agreed delivery and/or installation and/or set-up and/or configuration date/s, whichever is/are applicable, but Customer shall not be entitled to cancel this Agreement or refuse to accept delivery, installation, set-up and/or configuration because of IS's failure to do so on such date/s.
- 6.6.4 **Customer shall not be able to hold IS or its agents liable under any circumstances, for any loss, damage, costs, expense or injury, including without limitation direct, indirect, incidental, special, punitive or consequential loss, loss of profit, loss of anticipated savings, loss of goodwill, loss of revenue, loss of customers or clients caused or arising in any manner whatsoever from the delivery and/or installation and/or set-up and/or configuration of the Equipment or failure to do so on the agreed date/s.**
- 6.6.5 Except if specifically agreed in terms of the Agreement nothing places any obligation on IS with regard to the maintenance and support of the Equipment and any such services shall only be rendered by IS to Customer if an agreement for support and maintenance is entered into between the Parties.

7. SOFTWARE

- 7.1 Where applicable, IS grants to Customer a non-transferable, personal, non-exclusive sub-license to use any software provided with the Equipment and shall use such software solely on and in conjunction with the Equipment on the terms and conditions as provided by the vendor/manufacturer/supplier of the Equipment and/or IS, whichever is applicable. Customer shall not copy, translate, modify, adapt, decompile, disassemble or reverse engineer the software or convert the whole or any part of the software from object code into source code.
- 7.2 IS will not be responsible for the licensing of any software unless such software forms part of the Equipment or is specified on the Website.
- 7.3 All rights, title and interest in and to all intellectual property relating to any Equipment owned by either party/vendor/ manufacturer/ and/or supplier shall at all times remain the sole property of such persons.
- 7.4 **Customer warrants that its use of the Equipment shall not infringe any Intellectual Property Rights of any third party.**

8. VENDOR'S/MANUFACTURER'S WARRANTIES

- 8.1 IS shall for the duration of this Agreement provide the Customer with warranties on the Equipment (excluding Equipment supplied by Customer) sold and delivered in accordance with the following principles, as provided by IS:
- 8.1.1 Standard Warranty: Equipment

- 8.1.1.1 All new, repaired and/or replaced Equipment (including parts and/or faulty workmanship) supplied by IS include a standard 12 (twelve) month warranty.
- 8.1.1.2 The warranty period commences on the date of delivery of the Equipment to Customer.
- 8.1.1.3 In the event that additional Equipment is installed at the Premises after the original installation, such Equipment shall be governed by a separate sale agreement and, as such, subject to a separate warranty that applies only to such Equipment.
- 8.1.1.4 Upon expiry of the periods set out in clauses 8.1.1.1 and 8.1.1.2 above, IS shall only provide a warranty on the Equipment provided that Customer purchases an extended warranty from IS.

8.1.2 Extended Warranty: Equipment

- 8.1.2.1 Customer has the option to purchase an extended warranty in periods of 12 (twelve) months at prices quoted by IS on request at the time Customer wishes to purchase an extended warranty.
- 8.1.2.2 Extended warranty must be purchased in advance for every additional 12 (twelve) month period required by Customer.

9. NEW PREMISES AND/OR LOCATION

Customer acknowledges that in the event that it decides to move and/or relocate to a different location and/or Premises, IS shall subject to the provisions of clause 3.2 above, move and/or relocate the Equipment to new Premises and/or location.

10. SUPPORT

10.1 Obligations of the Parties

10.1.1 IS shall provide with effect from the Activation Date:

- 10.1.1.1 1st Line Support and 2nd Line Support to all Customers in response to any problem relating to the Equipment (excluding Equipment supplied by Customer);
- 10.1.1.2 A general support desk, an event logging system and a set of procedures to ensure that the correct attention is placed on reported problems. .
- 10.1.1.3 3rd Line Support and On Site Support to all Customers in response to any problem relating to the Equipment (excluding Equipment supplied by Customer) to ensure that the Equipment is fully operational ;

10.1.2 The Customer shall log all 3rd Line Support and On Site Support requests with IS 24

(twenty four) hours per day, 365 (three hundred and sixty five) days per year with IS's Information Technology Division via the support call centre.

10.1.3 IS will be entitled to charge Customer any repair charges and charges related to On Site Support (i.e. where IS or any of its agents are required to provide repairs at Customer's Premises) if, due to Customer's fault, the Equipment requires repairs in respect of any of the incidences stated in the table below.

10.1.4 IS provides an 8 (eight) hour MTTR timeframe applicable to working hours only, irrespective of whether the support request is logged during or after working hours. Working hours shall be defined as 07h00 to 17h00 Monday to Friday, excluding public holidays.

10.2 IS shall communicate any enhancements, changes, amendments and/or modifications to Customer and the date on which such enhancements, changes, amendments and/or modifications should be implemented. IS will implement such changes either remotely or on-site provided that any implementation and/or installation of any enhancements, changes, amendments and/or modifications will be avoided during Customer's peak periods.

11. CAPPED PRODUCT USAGE

11.1 Base Package:

11.1.1 The Customer can upgrade its Base Package at any time.

11.1.2 Should the Customer upgrade their Base Package during the monthly billing cycle, pro-rata billing will apply.

11.1.3 Should the Customer reach the Base Package limit, IS will suspend the Service until the new billing cycle commences. Alternatively, the Customer will need to contact IS to have its hard cap lifted by means of a booster purchase. **IS shall not be liable for any suspension, should the Customer fail to contact IS to have its hard cap lifted.**

11.1.4 **No downgrade from the Base Package will be permitted during the Initial Period.**

12. WARRANTIES AND/OR GUARANTEES

12.1 Customer acknowledges that:

12.1.1 IS will use reasonable commercial endeavours to ensure that the installation of the Equipment is performed in a professional manner without causing any damage to Customer's network;

12.1.2 IS cannot guarantee that work will be performed without errors, faults and/or causing damages of whatsoever nature;

12.1.3 **IS, WITHOUT LIMITING THE GENERALITY OF THE STANDARD TERMS AND CONDITIONS, EXPRESSLY DISCLAIMS ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGES WHICH ARISE**

OR MAY ARISE OUT OF ANY INSTALLATION, MAINTENANCE AND/OR UPGRADE.

13. ACCEPTABLE USE POLICY

13.1 The purpose of this document is to provide an understanding of Ignites' Acceptable Use Policy. This policy serves to define the accepted behaviour of users on Ignites' network. This allows Ignite to:

13.1.1 Maintain the integrity and quality of their services,

13.1.2 Protect their customers and infrastructure from abuse,

13.1.3 Adhere to the current laws and regulations governing organisations and service providers in the countries that they operate in

13.1.4 Co-exist within the global internet community as a responsible service provider

13.2 The Network

13.2.1 The user acknowledges that Ignite 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 or other material created or accessible over its infrastructure. Therefore, Ignite is not responsible for data transmitted over its infrastructure.

13.2.2 Ignites' infrastructure may be used to link into other networks worldwide and the user agrees to conform to the acceptable use policies of these networks.

13.2.3 Users of the Ignite network include not only the Ignite customers, but in the case of resellers of the Ignite services, the customers of the resellers too. Resellers of Ignites' services are responsible for the activities of their customers.

13.2.4 The user 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 user by the owner of the materials.

13.2.5 The user is prohibited from obtaining, disseminating or facilitating over Ignites' network any unlawful materials, including but not limited to:

13.2.5.1 Copying or dealing in intellectual property without authorisation,

13.2.5.2 Child pornography, and/or

13.2.5.3 Any unlawful hate-speech materials.

- 13.3 To help ensure that all customers have fair and equal use of the service and to protect the integrity of the network, Ignite reserves the right, and will take necessary steps, to prevent improper or excessive usage thereof.

14 THROTTLING

- 14.1 The 15Mbps Home Uncapped package will be throttled after consumption of GB:
- 14.1.1 100GB used within the month – throttled to 3Mbps download and 1Mbps upload.
 - 14.1.2 120GB used within the month – throttled to 128Kbps download and 128Kbps upload.
 - 14.1.3 The Service will be reset upon the anniversary of this Service.