

TERMS AND CONDITIONS OF IVY WEB

registration no. 2016/017849/07 (herein after referred to as "IVY WEB")

1. IMPORTANT NOTICE:

1.1. These terms and conditions contain certain terms and conditions which appear in similar text style to this clause and which:

1.1.1. may limit the risk or liability of IVY WEB;

1.1.2. may create risk or liability for yourself;

1.1.3. may compel you to indemnify IVY WEB or a third party;

1.1.4. may serve as an acknowledgement by you of a fact; and

1.1.5. You acknowledge, agree to and understand the terms and conditions contained herein as well as the language (English) used herein.

1.2. **Your attention is drawn to these Terms and Conditions because they are important and should be carefully noted.**

1.3. Nothing in these Terms and Conditions is intended or must be understood to unlawfully restrict, limit or avoid any right or obligation, as the case may be, created for either you or IVY WEB.

2. DEFINITIONS:

2.1. "Authorized person" means any person authorized by the Client to Order the work or accept the work so done by IVY WEB.

2.2. "Client" means the person who accepts the quotation or who authorises IVY WEB to carry out the service. The terms Client and Clients shall be used interchangeably in this agreement.

2.3. "day" means a calendar day and "days" has the corresponding meaning.

2.4. "EFT" means Electronic Fund Transfer.

2.5. "month" means a calendar month, and more specifically:

2.5.1. in reference to a number of months from a specific date, a calendar month commencing on that date or the same date of any subsequent month; and

2.5.2. in any other context, a month of the calendar, that is, one of the 12 months of the calendar, and

2.5.3. "monthly" has the corresponding meaning.

2.6. "monthly subscription fee" means the monthly amount payable by the Client to IVY WEB for the services rendered by IVY WEB to the Client.

2.7. "services" means the services provided by IVY WEB to the Client as described in paragraph 4.

2.8. "suspension period" means the period referred to in paragraph 3.4 below.

3. DURATIO

3.1. The agreement between IVY WEB and the Client will be on a month to month basis.

3.2. Should any of the parties wish to cancel this agreement, same must be done in writing with 30 (thirty) days.

3.3. Notice can be given either by way of e-mail or on IVY WEB's website.

3.4. Should the Client wish to suspend the services for 1 (one) month (suspension period) same can be done by

giving 10 (ten) days' notice in writing.

3.5. This agreement may not be cancelled within the suspension period referred to in paragraph 3.4 above.

4. SERVICES

4.1. IVY WEB will provide unlimited internet connectivity to the Client at the speed as chosen by the client and upon payment of the subscription fee.

4.2. Clients will be obligated to comply with IVY WEB's Acceptable Usage Policy (www.ivyweb.co.za/page/acceptable-use-policy) and should the Client fail to comply, IVY WEB reserves the right to immediately cancel this agreement.

4.3. IVY WEB reserves the right to limit the number of devices which can be connected to the service.

4.4. Clients are entitled to upgrade packages at any time and Clients will be billed accordingly (proportionately) from the date of the request of the upgrade.

4.5. Should a Client wish to downgrade from one package to another, IVY WEB must be notified in writing before the 25th day of any given month whereafter IVY WEB will change the package on the 1st day of the following month.

5. EMAIL/TELEPHONIC/VERBAL ORDERS:

5.1. Any order via email, telephone or verbally in any form by the Client shall be deemed and treated as an offer by the Client.

5.2. The agreement/contract between IVY WEB and the Client shall come into effect immediately upon acceptance of the quotation by the Client, alternatively upon IVY WEB commencing the service so ordered/quoted;

6. PRICE:

6.1. The price shall be the price quoted by IVY WEB at the time of the Client placing the order.

6.2. All quotes are valid for 14 days only.

6.3. All quotations given are estimates only and may be subject to change upon viewing Clients' exact specifications.

6.4. Any variation to the price will be charged and invoiced accordingly to the Client placing the order.

6.5. Where applicable all Prices are exclusive of VAT.

7. PAYMENT:

7.1. Payment for the monthly subscription fee must reach IVY WEB's bank account by the first day of every month, being the due date. The client's account number must be used as reference on all payments.

7.2. Payment can be made through any of the following:

7.2.1. debit order, in which event the Client must complete the attached debit order form;

7.2.2. EFT into IVY WEB's bank account and proof of payment to be sent to accounts@ivyweb.co.za;

7.2.3. Cash deposit or ATM deposit into IVY WEB' bank account, in which event an administration fee of R40.00 will be added to the Client's account. Proof of payment to be sent to accounts@ivyweb.co.za;

7.3. Payment is due on the due date, should this date fall on a Sunday, Saturday or public holiday, the debt shall become due on the preceding work day.

7.4. Should funds not reflect in IVY WEB's bank account on the due date, IVY WEB reserves the

right to suspend the services immediately.

- 7.5. IVY WEB shall charge interest on all overdue accounts at the rate of 24% per annum, compounded monthly.
- 7.6. In the event of non-timeous payment, IVY WEB reserves the right to charge full tariffs and void any discounts granted.
- 7.7. In the event that payment is not made in accordance with these terms and conditions, or at all, such conduct will be construed as a material breach. IVY WEB shall be entitled to cancel any and all of the agreements, or perceived agreements, between the parties hereto, and proceed with any claim they may be entitled to, without prejudice.
- 7.8. Should the Client start receiving services on any other day than the first day of the month, the Client will be required to pay IVY WEB pro rata the number of days in the month that the Client will receive the services.

8. LIABILITY OF IVY WEB:

8.1. The Client indemnifies IVY WEB against any claim or liability that be brought against IVY WEB or which the Client may suffer in the course of or arising from the provision of any of the Services, unless caused by IVY WEB's gross negligence or wilful misconduct or breach of these conditions, but subject to relevant applicable laws.

9. CIRCUMSTANCES BEYOND CONTROL OF IVY WEB/FORCE MAJEURE:

9.1. In the event that IVY WEB is prevented from performing its obligations under any agreement with the Client by an event beyond its control (such as its suppliers being of line and the like), IVY WEB will be excused for its delay in performing its obligations under the contract, or, in an extreme case (ie war, invasion, riot, violent commotion, terrorism, natural catastrophes and the like) it may be excused from having to perform the contract at all.

10. LEGAL:

- 10.1. The Client agrees that the premises of delivery, principal place of business or residential address shall be the Client's domicile for all legal purposes.
- 10.2. These Terms and Conditions shall not be altered, modified or varied unless expressly agreed in writing by the duly authorized member of IVY WEB.
- 10.3. Any failure on the part of the Client or IVY WEB to enforce any right in terms hereof shall not constitute a waiver of that right.
- 10.4. No indulgence, extension of time, relaxation or latitude which any party (the "grantor") may show, grant or allow to the other (the "grantee") shall constitute a waiver by the grantor of any of the grantor's rights and the grantor shall not thereby be prejudiced or stopped from exercising any of its rights against the grantee which may have arisen in the past or which might arise in the future.
- 10.5. This Agreement shall be governed by and construed in accordance with South African law.
- 10.6. The parties agree to the jurisdiction of the magistrates court in connection with any dispute arising out of or from this agreement, the effect of this is that the parties consent to the jurisdiction of the Magistrates court notwithstanding the fact that the amount would otherwise be beyond the jurisdiction of the Magistrates Court.
- 10.7. Neither party is precluded from approaching the High Court or similar court with jurisdiction to hear any dispute in connection with or arising from this

agreement.

10.8. All costs incurred by IVY WEB in connection with default of the Client and/or in connection with any and all of IVY WEB rights, shall be recoverable from the Client on attorney and own Client scale.

10.9. In the event of an account having to be handed over to IVY WEB's attorneys for collection due to non payment, the Client will be liable for all costs on the attorney and own Client scale including collection commission.

11. SEVERABILITY:

11.1. If any term, condition, provision or performance, or any part of a term, condition, provision or performance of this Agreement is determined to be invalid, illegal, unlawful or unenforceable to any extent, that term, condition, provision or performance or the relevant part thereof shall be severed from the remaining terms, conditions, provisions and performance of this Agreement, or amended to make it valid, legal, lawful and enforceable, in such a manner as to leave the amended Agreement substantially the same in essence, and this Agreement so amended shall remain in force and effect.