Terms & Conditions

DSL

IMPORTANT NOTICE

Your attention is drawn in particular to clauses rendered in bold capitals in these terms. What follows is a summary for your convenience and does not form part of the agreement between you and Exec Mail CC. It is your responsibility to read the clauses referred to:

- Further documents are also applicable to these terms (clause 2).

- DSL speeds are provided on a "best-effort" basis, subject to Telkom line constraints and demand on the Exec Mail CC network at any given point.

- You consent to Exec Mail CC monitoring your traffic data for accounting purposes and to ensure the Exec Mail CC system is operating properly (clause 11.1).

- Disclaimer and Limitation of Liability (clause 12).

1. General

1. 1.1 For the purpose of this policy, DSL encompasses the provision of ADSL and VDSL services.

2. 1.2 These terms and conditions, together with the General Terms govern the use of all of the Exec Mail CC DSL Services. Exec Mail CC offers both capped and uncapped DSL Services.

3. 1.3 By contracting with Exec Mail CC for the services the Client will be lawfully regarded as having agreed to their use of the services specified being governed by this Agreement.

2. Applicable Documents

1. 2.1 The provision of Exec Mail CC's DSL Service is subject to the provision of upstream services by approved providers. The following legal documents accordingly apply to the provision of the Exec Mail CC DSL service and are binding on any subscriber to such service:

1. 2.1.1 Exec Mail CC's Acceptable Use Policy (AUP), available on the Exec Mail CC Website;

2. 2.1.2 Telkom's Standard Terms and Conditions for the provision of Public Switched Telecommunication Services, available here or from all Telkom Direct Shops.

3. 2.1.3 ICASA Guidelines available from their website.

2. 2.2 Clients and potential clients are encouraged to familiarize themselves with the content of these documents, which are incorporated by reference into these Terms and Conditions.

3. Identity Verification Requirements (RICA)

1. 3.1 Use of the Services is subject to ID verification and / or proof of address, required by RICA (the Regulation of Interception of Communication Act of 2009). Clients are required to email, fax or upload a clear, legible copy of their valid Identity Document or Driver's License. Non-South African citizens may submit a copy of their valid Passport or International Driver's License. Verification documents must contain photo identification. Failure to produce ID verification for an account will result in the product not being activated, regardless of any pro-rata amounts billed.

2. 3.2 Should the Client cancel all current valid DSL Services; ID verification will be required to sign up for new Services. ID verification will not be requested as long as verified DSL Services remain active.

4. "Best Effort" Service

1. 4.1 Exec Mail CC will provide DSL Broadband services to the Client based on the following conditions:

1. 4.1.1 DSL speeds will be provided on a best-effort basis, subject to Telkom line constraints and demand on the Exec Mail CC network at any given point.

2. 4.1.2 DSL 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.

3. 4.1.3 DSL 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).

5. Service availability and confirmation of service availability

1. 5.1 Availability *of DSL Service* is subject to the following:

2. 5.2 Valid and operational Telkom telephone service.

3. 5.3 Potential clients should confirm the availability of the Telkom service in their particular location prior to purchasing or ordering DSL Data, a DSL modem or other hardware. The

availability of DSL Services can be checked here, but Exec Mail CC makes no warranty as to the accuracy of this resource, which is not operated by Exec Mail CC.

4. 5.4 Applicants will be advised after receipt of an order as to whether the DSL access service can be provided.

6. Payment and payment terms

As per General Terms.

7. Term and Termination

As per General Terms.

8. Rollover of Bandwidth

1. 8.1 Please note that the rollover of unused bandwidth is only offered for a three (3) month period.

9. "Topping-up" Bandwidth

1. 9.1 If the Client exhausts the purchased bandwidth or reach the fixed cap, the Client will be hard-capped. This means that no further access will be provided thereafter.

2. 9.2 A Top-up may be subject to different terms and conditions and any pricing or promotions applicable to the monthly purchased package may not necessarily apply to the Top-up.

10. Concurrency

1. 10.1 Exec Mail CC Uncapped and Priority Packages allow only one connection and user for each account while the Capped Packages allow multiple simultaneous connections (dependent on product specifications) from different locations for each account.

11. Monitoring of Usage

1. 11.1 Exec Mail CC 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 ADSL Service as offered by Telkom, including the fact that monitoring is session-based, i.e. bandwidth usage can only be calculated when the Client's DSL 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.

2. 11.2 Exec Mail CC further reserves the right to take such steps as may be necessary to properly monitor and calculate usage, including remotely terminating Client DSL sessions.

3. 11.3 Where a Client exceeds the pre-purchased bandwidth or fixed cap (where applicable) then:

1. 11.3.1 Exec Mail CC, at its sole discretion, may allow a degree of over usage;

2. 11.3.2 Such allowed over usage constitutes a discretionary indulgence and shall not in any manner constitute a waiver or relaxation of Exec Mail CC's rights to enforce the hard cap.

3. 11.3.3 Exec Mail CC may, in its sole discretion, recover the cost of the over usage. Such recovery will be from the subsequent month's fixed cap or the next top-up purchased.

4. 11.4 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.

5. 11.5 Exec Mail CC 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.

12. Disclaimer and Limitation of Liability

1. 12.1 Exec Mail CC accepts no liability for any loss or damage to the property or equipment of the Client arising out of the provision, installation or maintenance of the DSL access service.

2. 12.2 APPLICATION FOR, USE OF AND SUBSCRIPTION TO THIS SERVICE ARE AT THE SOLE RISK OF THE CLIENT OR APPLICANT.

3. 12.3 Clients are solely responsible for all actions authenticated by credentials associated with their account(s). It is advised that authentication credentials be changed regularly to maintain security. Exec Mail CC accepts no liability for any loss or damage suffered by Clients as a result of unauthorized use of Clients' authentication credentials.

4. 12.4 The provision of the Exec Mail CC DSL Service is subject to:

1. 12.4.1 The availability of upstream and network services;

2. 12.4.2 Network availability;

3. 12.4.3 Distance of the applicant from the local exchange;

4. 12.4.4 Copper quality as provided by Telkom; and

5. 12.4.5 Line sync speed limitations as may be applied or incurred through Telkom.

5. 12.5 Exec Mail CC reserves the right to refuse DSL Service based on network, domain and/or equipment identifiers.