

TERMS AND CONDITIONS FOR IBURST SUBSCRIBERS' ON-LINE ACCOUNTS, PURCHASES AND USE OF WI-FI SERVICE

INTRODUCTION:

For the purposes of these terms and conditions "Subscriber" means an iBurst contracted subscriber and an iBurst nomadic client, except where otherwise indicated or where the context requires another meaning to be given.

iBurst is continually adding value and scope to the services available to those of its Subscribers who use iBurst's electronic communications services and, in doing so, use either a iBurst pre-paid access service / facility or the Subscriber's contract with iBurst in terms of which that Subscriber is billed by iBurst at intervals, after the event, for services provided by or accessed through or with the assistance of iBurst.

iBurst has expanded those services to give its Subscribers local and international internet access throughout the entire Wi-Fi Hotspot Network accessible through the WirelessG platform as well as access to the benefits of WirelessG's connection- and convergence - management tools and expertise, and related products.

iBurst is using the extensive national and international Wi-Fi footprint as well as the connection- and convergence - management tools, expertise and related capabilities of Tsamma Communications (Pty) Ltd to provide those expanded services. In these Terms and conditions these connection- and convergence - management tools are referred to as the WirelessG Connection Manager (CM); connection manager or convergence manager.

Tsamma Communications (Pty) Ltd in this case trades as "WirelessG" and is also referred to herein as the "Supplier". The company is duly registered in South Africa with the company registration number 2004 / 017585 / 07 and has its principal place of business at Manhattan Office Park, Suite 3, 16 Pieter Street, Highveld Techno-Park, Centurion, District of Pretoria, Gauteng Province, Republic of South Africa (RSA), and sources Wi-Fi Hotspot access through Wireless Hotspot (Pty) Ltd.

Through a Wi-Fi Hotspot a user is able to access a number of electronic-communication services and facilities including, for example, (where the user is entitled to use it) Virtual Private Network (VPN) access through an Internet Protocol (IP) or, using your Internet Service Provider (ISP) of choice, the World Wide Web (www).

A Wi-Fi Hotspot is a conduit for any electronic communications or any data traffic authorised and routed through it and the Supplier-provided, -accessed or -controlled systems, devices, hardware and software.

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This document aims to make the following known, namely, the Terms and Conditions for iBurst Subscribers' (1) opening and use of on-line accounts with Supplier; and (2) on-line purchases of Wi-Fi internet access from Supplier; and (3) use of the WirelessG Wi-Fi Hotspots / Hotspot Network to access the Internet.

These Terms and Conditions govern (1) the accessing and use of any WirelessG or WirelessG integrated Wi-Fi Hotspot by a iBurst Subscriber; (2) the facility which a iBurst Subscriber (including a nomadic client) may wish to use to open of an on-line account with Supplier; and (3) the mode of payment made available to the Subscriber because of his or her status as a contracted iBurst Subscriber or as a nomadic client, as the case may be, and which makes it possible for the Subscriber access to or use of any Wi-Fi Hotspot actually integrated / connected to the WirelessG platform.

It is, however, essential to note that every service utilised through the Internet is subject to its own terms and conditions which must also be complied with. These Terms and Conditions neither extend to nor supersede any terms and conditions which apply to such other service and are not to be construed as affecting any obligation under those other services' terms and conditions. The iBurst Subscriber terms and conditions govern its internet service and they are available on the iBurst website: www.iburst.co.za.

Supplier does not monitor any activity of its Wi-Fi users save for the automatic and technical measurement of system utilization; duration and extent of its use, and other data necessary to generate and maintain billing records, audit trails and system analyses.

GENERAL CAUTIONARY:

Supplier makes available for your use on its Websites ('Website' or 'site(s)') information, documents, software and products (collectively 'materials') and various services offered by Supplier (each a 'service' and collectively 'services') subject to the terms and conditions set forth in this document ('Terms and Conditions').

Your virtual data purchase or on-line account with Supplier enables you to access a vast number of networks and services available or accessible through a Wi-Fi Hotspot. Your virtual data purchase or on-line account with Supplier and the use of these services are subject to these Terms and Conditions.

If you do not wish to be bound by these Terms and Conditions, you may not access or use the site, materials or any of the services. By accessing this site or using the materials or any service, you are agreeing to be bound by these Terms and Conditions even if you have not otherwise expressly accepted them.

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BY ACCESSING OR USING THIS SITE, WHICH INCLUDES YOUR ACCESS TO, OR USE OF, ANY MATERIALS OR SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

Supplier may modify its products, materials, services, their prices and these Terms and Conditions at any time and without notice. Every such modification shall be deemed to be effective immediately upon its being made.

Supplier may come to maintain many different language versions of the Website, and in the event of there being any inconsistency between the English version of Supplier's Terms and Conditions, Privacy Policy or other of Supplier's documents on the Website and any other language version of any of them, the English version shall take precedence and be binding.

Your relationship with and transactions with Supplier have effect at its principal place of business in Centurion, District of Pretoria, Gauteng Province, Republic of South Africa, where every acceptance of the these Terms and Conditions is received by Supplier and where all contracts, rights and obligations relating to or involving these Terms and Conditions arise.

Violations of the Terms and Conditions may result in termination of your data, virtual on-line account with Supplier, other service and / or Wi-Fi access to the Internet. This termination may be with or without notice in accordance with these Terms and Conditions which are deemed to include the terms and conditions of any other access, site, service or the like which you have accepted when you effected that access, entered that site, used that service. Broadly put, you may not use any Wi-Fi Hotspot, any Internet access, your virtual account with Supplier, or your Wi-Fi data-access - (1) in a manner which violates any law, rule, regulation or policy applicable to any network, server, computer database, web-site or Internet Service Provider (ISP) that you access through such Hotspot, account or data; (2) in a manner which violates any other law, regulation, treaty or tariff; (3) in a manner which is defamatory, libellous, fraudulent, indecent, offensive, contumelious or deceptive; (4) to threaten, harass, abuse, insult or intimidate any other person or attempt to do so; (5) to unlawfully damage the name or reputation of any institution or company including Supplier, its affiliates or associated companies; (6) in a manner which interferes with any other Subscriber's / Internet user's use and enjoyment of the services provided by or through Supplier's service; (7) to breach the security on any computer network, or to access any account which does not belong to you; or (8) to invade the privacy of, or to obtain or attempt to obtain personal information relating to, any other individual.

THE TERMS AND CONDITIONS DO GOVERN ALL TRANSACTIONS

The Terms and Conditions do govern all transactions and apply particularly on an on-going basis in respect of every transaction in which (a) the iBurst Subscriber or nomadic client uses the iBurst on-line billing facility (OBF) to request and / or obtain a virtual deposit **OR** (b) an iBurst nomadic client uses his or her credit card to pay to (in both cases) open a virtual "Pay-As-You-Surf" account or to top-up that account with Supplier. Subject to the limitations of the access purchased, the Subscriber will be able to gain access to

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the Internet from a Wi-Fi T Zone, WirelessG Hotspot or any other national or international Wi-Fi Hotspot integrated to the WirelessG platform.

THE TERMS AND CONDITIONS ARE SUBJECT TO APPLICABLE LAWS

These Terms and Conditions and every transaction as well as the use of Wi-Fi data-access, other access or service purchased (including any service which relates to the accessing of the Internet through a Wi-Fi hotspot) (1) are subject to the laws of the Republic of South Africa as well as those separate terms and conditions which apply in respect of the (a) use of the particular purchase or service; and (b) the accessing and use of each particular Wi-Fi hotspot accessed; each particular Internet Service (IS) and VAS service used; and any other electronic or telecommunications service accessed through the use of a hotspot and / or an IS; and (2) may also be subject to the laws of other countries especially when a Subscriber engages in international roaming.

Although these Terms and Conditions cannot be all-inclusively framed, you must – when using the Supplier’s service – carefully note and comply with their content especially as they relate to, among others, (1) the products available to iBurst Subscriber’s and nomadic clients; (2) the payment facilities available to those Subscribers and nomadic clients; and (3) the “do’s” and “don’ts” of their use of the Internet including those relating to any form of internet posting; account and network security; e-mails; protection of network performance, and prohibited activities. Note also that these Terms and Conditions have also been prepared to regulate facilities, services and / or products which may not yet be available.

CLARIFICATION AND SUBSCRIBERS’ UNDERTAKING WITH REGARD TO THE TERMS AND CONDITIONS

Without in any other way limiting the ambit of these Terms and Conditions you accept that (1) the Wi-Fi access, materials and services subject to these Terms and Conditions are provided by Tsamma Communications (Pty) Ltd trading as WirelessG (“WirelessG” or “Supplier”); and (2) the Terms and Conditions constitute an agreement between you (“the Subscriber”) and WirelessG when you accept them explicitly or otherwise register for or use the service; and (3) iBurst does not provide the Wi-Fi access, materials and services which are subject to these Terms and Conditions; and (4) iBurst is merely acting as (a) a facilitator of your (the Subscriber’s) payment for the Wi-Fi access, materials and services which are subject to these Terms and Conditions as well as (b) WirelessG’s (the Supplier’s) invoicing agent; and (5) iBurst gives no undertaking in respect of the Wi-Fi access, materials and services provided by the Supplier in terms of to these Terms and Conditions; and (6) iBurst will in the circumstances NOT be liable for the failure or non-availability of such Wi-Fi access or services; and (7) in consequence of your relationship with iBurst as a contracted Subscriber, iBurst’s *Subscriber Standard Terms and Conditions* - which can be accessed from website: www.iburst.co.za – apply to you; and (8) as a contracted Subscriber all VAS provided to you by iBurst will be provided in accordance with the iBurst *VAS Terms and Conditions*; and (9) you – the Subscriber or iBurst nomadic client – hereby indemnify iBurst against any loss or damage that you

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may sustain as a result of (a) your use of the Wi-Fi access and services, and (b) the non-availability of any Service.

DEFINITIONS:

In and for the purposes of these Terms and Conditions the following words take the meanings assigned to them below save where otherwise indicated in this document:

(1) "Credit card" means a credit card of a type accepted by Supplier and includes a debit card of a type accepted by Supplier.

(2) "Subscriber" means a person who is an iBurst subscriber i.e. has a contract with iBurst in terms of which that person is billed at regular intervals by iBurst for services provided by or accessed through or with the assistance of iBurst; and who wishes to use iBurst's on-line billing facility (OBF) to obtain or ensure – by means of a virtual deposit - the credit necessary to open or top up / recharge (that is, to add credit to) his or her account with the Supplier subject to the transaction charge being accepted by iBurst AND IN THESE TERMS AND CONDITIONS GENERALLY INCLUDES an iBurst nomadic client who uses his or her credit card to pay to open or to top-up / recharge (that is, to add credit to) that his or her (the client's) account with the Supplier.

(3) "Nomadic Client" means a person who (a) does NOT have or use an iBurst subscriber's account AND (b) does use his or her credit card to pay to open or to top-up / recharge his or her on-line account with Supplier.

(4) "Virtual" denotes that the credit available on and in respect of any "Pay-As-You-Surf" account; any top up of a "Pay-As-You-Surf" account, or Wi-Fi access is only shown electronically when the Subscriber accesses his or her on-line account with the Supplier. The virtual Wi-Fi purchase account will show the remaining credit in minutes for session (time) based purchases and in megabytes for bandwidth purchases whilst the "Pay-As-You-Surf" account will display the remaining credit in South African Rand (ZAR).

(5) "You" and "your" each denote / mean the Subscriber and / or Nomadic Client.

(6) "VAS" means value-added services

SERVICE PROVISION:

IF YOU ARE NOT AN IBURST SUBSCRIBER/ NOMADIC CLIENT, YOU MAY NEITHER ACCEPT THESE TERMS AND CONDITIONS NOR USE THE SERVICES PROVIDED FOR HEREIN.

The services offered by Supplier through this iBurst Website and / or landing page are provided to you exclusively as (a) an iBurst subscriber OR nomadic client; and (b) an individual user, for your personal, individual business (for example, private banking or settlement of personal accounts) and professional (for

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example, the pursuit or furtherance of private academic studies) use.

The Wi-Fi access or service, purchased is for the Subscriber's own use in accessing the Internet through any national or international Wi-Fi hotspot accessible through or from the WirelessG Platform.

You are not to re-sell or transfer the service/access, any materials or software provided, or any on-line account with Supplier to any other person or entity for any purpose whatsoever, or make any charge there for without the express prior written permission of Supplier to do so.

You are further not to engage in for auto-dialling, continuous or extensive call-forwarding, telemarketing, or for spam by means of fax broadcasting or fax blasting.

Supplier reserves the right to terminate or modify the service immediately if Supplier determines, at its sole discretion, that your service is being used for any of the mentioned activities.

WIRELESSG WI-FI ON-LINE ACCOUNT AND ACCOUNT TOP-UPS:

(1) General: Subject to the conditions set elsewhere in this Annexure, options are provided to the iBurst Subscribers by Host-Supplier for on-line Wi-Fi account top-ups (which include any opening deposits) from existing iBurst accounts and are set out in Table 1. Subject to the conditions set elsewhere in this Annexure, non-iBurst contract A Subscriber who is introduced to the Host-Supplier on-line Wi-Fi account through the iBurst website (an iBurst nomadic client) will be afforded the opportunity to open and top-up an on-line Wi-Fi account on the Host-Supplier platform using his or her credit card.

Supplier provides internet access, on a pre-payment basis only: (a) In respect of each separate purchase / transaction by the Subscriber or nomadic user, the customer pays the WirelessG the top-up amount (which permits data usage at the access price indicated in these Terms and Conditions at the time and date of the usage). (b) That amount (as well as the applicable access price includes the prescribed value-added tax (VAT). (c) The Supplier is entitled to change the price of any access type on the Storefront Menu at any time. (d) Each such changed price shall apply with effect from the time and date that it is published on that Storefront Menu.

(2) Products: The WirelessG Wi-Fi "Pay-As-You-Surf" on-line account with Supplier at present permits the following data-access options which have the indicated billing rates: the account, however, does have a credit (funds on hand) ceiling of R 1000-00. The contracted Subscriber shall be entitled to use the iBurst Billing Facility to purchase data via the on-line account up to the value of R1 000-00 per iBurst billing period and thereafter will be allowed to purchase data via credit card. The nomadic client shall only be entitled to purchase data via his or her credit card.

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ON-LINE ACCOUNT TARIFF	UNIT MB OR MIN	SALE PRICE PER MB / MIN
"Pay As You Surf"		
- Local	MB	R 0.68 per Megabyte - MB
- International	Min	R 1.50 per Minute - MIN

***All prices are VAT Inclusive**

Provided that the R1000-00 maximum credit ceiling is not exceeded thereby, the WirelessG Wi-Fi "Pay-As-You-Surf" on-line account with Supplier may at present be topped up or re-charged on-line ONLY by effecting deposits in any one of the following specific amounts, namely, R 50-00; R 100-00 or R 200-00.

(3) Product Characteristics and Limitations: When concluding each separate on-line transaction, the Subscriber (whether iBurst subscriber or nomadic client) refers to the Storefront Menu and then indicates which particular type of purchase or other transaction is required on a pre-payment basis.

The Subscriber must ensure that he or she is aware of the specifications, characteristics, features and limitations of each access type offered on the Storefront Menu. The Subscriber must particularly accept and ensure that he or she understands the following aspects of the specifications, characteristics, features, stipulations, conditions and limitations:

(a) Bandwidth-Based Access: When bandwidth-based access (i.e. access in respect of the use of which data usage is paid for per Megabyte as in the case of "PAY-AS-YOU-SURF" LOCAL) has been selected by the Subscriber, the access will terminate when the available bandwidth access (and hence the positive balance on the on-line account) expires /is exhausted through electronic traffic / downloading / uploading (i.e. the use of the Megabytes).

This general principle applies provided your service has not been terminated earlier in terms of these or any other applicable Terms and Conditions.

Bandwidth-based data access is only for use within the RSA and at RSA integrated Wi-Fi hotspots to provide Internet access within the RSA only.

All data internet access to which a per-Megabyte rate applies is measured in bytes of traffic (whether uploaded or downloaded). In the case of "PAY-AS-YOU-SURF" LOCAL where the Subscriber's balance is given in South African Rand the measured bytes of traffic (whether uploaded or downloaded) will be rounded up to the next higher full R 0.01 (one cent). There is otherwise no minimum transaction charge.

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(b) Session- or Time-Based Access: When session- or time-based access (i.e. access in respect of the use of which data is paid for per Minute as in the case of "PAY-AS-YOU- SURF" INTERNATIONAL) has been selected by the Subscriber, the access will terminate when the available data usage time-limit (and hence the positive balance on the on-line account) expires /is exhausted.

This general principle applies provided your service has not been terminated earlier in terms of these or any other applicable Terms and Conditions.

Session-based data access is (i) for use either within the RSA for international roaming to venues outside the RSA or, alternatively, outside the RSA for international roaming to venues within the RSA; and (ii) designed to operate with the WirelessG Connection Manager (CM) only.

SUBSCRIBERS AND NOMADIC CLIENTS ARE, CONSEQUENTLY, STRONGLY ADVISED TO ACQUIRE THE WIRELESSG CONNECTION MANAGER (CM) BEFORE ATTEMPTING TO USE THE "PAY-AS-YOU-SURF" INTERNATIONAL OPTION AVAILABLE ON THE SUBSCRIBER'S/ NOMADIC CLIENT'S ON-LINE ACCOUNT WITH THE SUPPLIER.

Access measurement for session-based usage (for which a per-Minute deduction / rate applies) is in units of one (1) second each and in respect of each usage will be rounded up to the next full minute with a specified minimum deduction / charge per transaction. All international roaming for which Supplier provides authenticated approval shall incur a minimum of a one-minute deduction / charge. IN THE CASE OF INTERNATIONAL ROAMING (I.E. ROAMING WHICH REQUIRES AUTHENTICATION BY PLATFORM OF A SERVICE PROVIDER OUTSIDE SOUTH AFRICA, I.E. ROAMING FROM A WI-F- HOTSPOT IN SOUTH AFRICA TO A POINT OUTSIDE SOUTH AFRICA OR VICE VERSA), IS SUBJECT TO A FAIR USAGE POLICY OF A MAXIMUM OF 1 (ONE) SESSION FOR EVERY 20 ACCESS MINUTES. THE SUPPLIER RESERVES THE RIGHT TO AT ANY TIME MAKE THAT POLICY A CONDITION OF USE OR TO PRESCRIBE THAT EACH CONNECTION AUTHENTICATED BY SUPPLIER SHALL INCUR A MINIMUM OF 15 (FIFTEEN) MINUTES DEDUCTION / CHARGE.

(c) **"Pay-As-You-Surf":** This is a pre-paid virtual on-line account or facility which is provided by the Supplier and enables the Subscriber (whether iBurst subscriber or nomadic client) to access the Internet for both local (that is, within South Africa only) or International (whether into or out from South Africa) roaming whilst the account is in credit. That credit, however, may not exceed R 1000-00 at any time.

As no roaming can take place once that rand-denominated credit balance has been exhausted, it will be incumbent on the Subscriber to top-up or recharge the funds in the virtual account from time to time if he or she wishes to continue using that facility.

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Your "Pay-As-You-Surf" or payment-in-advance virtual account will remain active (and capable of being topped-up or recharged) for as long as (i) you have not used Supplier's services to the full value of the amount paid as an advance for the provision of its services; and (ii) that account has not been in-active for a period of 12 (twelve) consecutive calendar months calculated from the date and time of the end of the last session using that facility; and (iii) your service has not been terminated in terms of these or any other applicable Terms and Conditions; and (iv) – in the case of an iBurst Subscriber (subscriber) – if the Subscriber's iBurst subscriber account has not been closed by the Subscriber, or otherwise suspended or terminated.

When your "Pay-As-You-Surf" or payment-in-advance virtual account has been in-active for a period of 12 (twelve) consecutive calendar months calculated from the date and time of the end of the last session using that facility, that account will automatically be closed.

This account is debited at a per-Megabyte (Bandwidth-Based Access) rate for local roaming and at a per-Minute (Session- or Time-Based Access) rate for international roaming. These and the applicable minimum deductions / charges have been explained above. The account's balance is denominated in and reflected as South African Rand. The maximum value / balance in this account may never exceed R 1000-00 (one thousand Rand).

(f) Promotional Complimentary Megabytes. When iBurst makes a complimentary 10 (ten) Megabyte (MB) data available to you, that data must in each case be activated and used to open an on-line "Pay-As-You-Surf" account with Supplier within the specific month or other period specified for the particular promotion and consequently (i) will be subject to all the limitations as well as terms and conditions of use of the "Pay-As-You-Surf" on-line account; and (ii) will be reflected in that account as a Rand denominated figure, which is the rate provided for the "Pay-As-You-Surf Local" (bandwidth-based) rate; and (iii) will – if used for bandwidth-rated or -charged roaming within South Africa – reduce at the rate of R 0.68 per Megabyte (that is, at the latter product's rate); and (iv) will - if used for session- or time-based INTERNATIONAL ROAMING reduce at the per Minute rate (R 1.50) provided for the "Pay-As-You-Surf International" product AND shall in that case incur a minimum of a one-minute deduction / charge. AND SHALL IN THAT CASE ALSO BE SUBJECT TO A FAIR USAGE POLICY OF A MAXIMUM 1 (ONE) SESSION FOR EVERY 20 ACCESS MINUTES. THE SUPPLIER RESERVES THE RIGHT TO AT ANY TIME MAKE THAT POLICY A CONDITION OF USE OR TO PRESCRIBE THAT EACH CONNECTION AUTHENTICATED BY SUPPLIER SHALL INCUR A MINIMUM OF 15 (FIFTEEN) MINUTES' DEDUCTION / CHARGE. If iBurst's promotional complimentary megabytes" distribution is not activated and used to open an on-line account within that thirty (30) day period, it will lapse.

PAYMENT

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Supplier only offers the WirelessG Wi-Fi Internet access and on-line accounts ("Pay-As-You-Surf" facility) on a pre-paid / pre-payment basis. Neither Supplier nor iBurst will, therefore, offer any refunds or reimbursements for any access made available, "Pay-As-You-Surf" account credits or other services that have been made available to a Subscriber (whether iBurst subscriber or nomadic client) on that basis.

These Terms and Conditions apply only when a Subscriber either (a) as an iBurst subscriber uses iBurst's OBF facility on-line (including its pre-payment facility) or (b) as an authenticated iBurst nomadic client uses his or her credit card to open / recharge a virtual "Pay-As-You-Surf" account which is available on, and selected by the Subscriber (whether iBurst subscriber or nomadic client) from, the Supplier's Storefront Menu. Other types of access which do not appear on the Storefront Menu may be obtained from an authorised vendor and are subject to separate terms and conditions.

This is so because the concept of pre-payment has been extended by Supplier in co-operation with iBurst to permit iBurst Subscribers to "pre-pay" by means of (a) virtual deposits which they do by using credits available to them in iBurst's pre-paid facility or top-up facility; or on iBurst's on-line billing facility (OBF) for its contract subscribers; or (b), alternatively, by using their credit-card facilities.

Whether you, the Subscriber, open an on-line "Pay-As-You-Surf" account with Supplier, or top-up / recharge that account, you will do so – and can only do so - by means of either a virtual deposit or a credit card payment.

"Virtual deposit" means that rand-denominated figure which (a) is reflected on-line (in the Subscriber's on-line account with the Supplier) as a credit with the Supplier in favour of the Subscriber; and (b) is made available by iBurst to the Subscriber - at the Subscriber's request - for his or her "payment" to open and top-up / recharge an on-line "Pay-As-You-Surf" account with Supplier to access the Internet services provided by the Supplier's Roaming Platform; and (c) has already been authorised by iBurst - acting in accordance with the Subscriber's existing contractual relationship with iBurst - on the Subscriber's on-line application to it; and (d) is the equivalent of the debit raised by iBurst against the Subscriber's iBurst account for the purpose of meeting the Subscriber's on-line request; and (e) is in any one of the following specific amounts, namely, R 50-00; R 100-00 or R 200-00 per transaction; and (f) does not exceed R 1 00-00 per iBurst billing period; and (g) will subsequently be paid to the Supplier by iBurst.

When a Subscriber uses the amount authorised by iBurst to effect a virtual deposit, the Subscriber thereby also (a) ratifies his or her instructions to both iBurst and Supplier; and (b) ratifies his or her undertaking to comply with these Terms and Conditions; and (c) guarantees that Supplier will receive the actual payment which is required to cover and make good the virtual or – in the case of a nomadic client using his or her credit card - other deposit used by you, the Subscriber, and therefore due to Supplier for and in respect of the transaction; and (d) agrees and consents to iBurst giving Supplier access to – and the Supplier having access to – all information (including personal information) held by iBurst in respect of and relating to the Subscriber.

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A billing transaction will be unsuccessful and no virtual deposit can take place when, among others, (a) your iBurst account has been closed, suspended or terminated; (b) if there are insufficient funds available to Subscriber's credit with iBurst; or (c) if iBurst – for whatever reason – declines to authorise the provision of the credit applied for by the Subscriber; or (d) if the Subscriber has been / is being "locked" or barred on iBurst's OBF; or (e) if the transaction is rolled back after iBurst has authorised the making of the virtual deposit in favour of the Subscriber; or (f) if a system error or the busy state of the system prevents the transaction from taking place.

A credit card transaction will be unsuccessful and no payment can be effected when, among others, (a) iBurst for any reason precludes a potential nomadic client from accessing the credit-card facility or Supplier's platform; or (b) if there are insufficient funds available to the potential nomadic client's credit credit-card facility provider; or (c) if the credit-card validating agency – for whatever reason – declines to authorise the credit-card transaction; or (d) if the nomadic client has been / is being "locked" or barred on credit-card validating agency's system; or (e) if the transaction is "rolled back" after the credit-card validating agency has authorised the making of the payment in favour of the potential nomadic client BY that client not proceeding to make the payment; or (f) if a system error or the busy state of the system prevents the transaction from taking place.

Subject to these Terms and Conditions, any amount which you have pre-paid to Supplier (a) will entitle you to use Supplier's services - and will oblige Supplier to provide those services to you – to the value of the amount that you have paid in advance with effect from the time that Supplier is able to verify that the required virtual or other deposit has in fact been made; and (b) will entitle you to determine which of the Supplier's services you will use; the extent to which you will use that service, and the frequency with which you will use it for as long as the value of the services used does not exceed the total of the advance payment made to Supplier; and (c) becomes and is the property of Supplier on its receipt by Supplier; and (d) as such will not be re-funded, repaid or reimbursed; and (e) will - in these circumstances and in accordance with the choice(s) made by you - create a virtual "Pay-As-You-Surf" account for you or reflect a topping up of that account by you.

The un-utilised extent or value of the Supplier's services to which you are entitled in terms of these Terms and Conditions by reason of your virtual deposit or credit card payment into your "Pay-As-You-Surf" virtual account, reduces automatically as you use each service and does so in each case in accordance with the tariff (unit and rate) which has been described above and which is applicable in respect of that service. The data required to assess the extent or cost of each such usage (a) is automatically measured or metered; (b) is determined by the nature and specification of each access type's cost basis or applicable tariff; (c) may therefore vary according to the type of access used; (d) is likely to include – in each case of usage – at least the service used, the type of use, its duration, its frequency, the volume of traffic sent and received (including uploading / downloading), its destination and like characteristics; and (e) is not such that it intrudes on actual personal / confidential / or message-content information.

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To ensure that Supplier is able to comply with the provisions of any law which may be applicable (including any applicable provision of the Financial Intelligence Centre Act 38 of 2001) and to prevent the unauthorised use of your account, you may be required to provide some relevant information when signing up to pay an in advance for your, the Subscriber's chosen transaction by means of a virtual or other deposit for Supplier to provide services to you. You have already given your consent (a) to Supplier for it to access all such information which relates to you, the Subscriber, and is held or may come to be held by iBurst; and (b) for iBurst to furnish that information to Supplier.

Subsequent to or during the signing-up process Supplier and/or iBurst may, for example, at the time of the verification / validation of a virtual or other deposit or at any other time, require you to submit additional documentation establishing or confirming necessary information, for instance, your identity, place of residence or place of business.

Supplier may terminate your service at any time at its sole discretion, if any such requested information or supporting documentation is not provided when required.

Supplier may terminate your service at any time at its sole discretion if, without Supplier's prior approval and subsequent to the making of a virtual or other deposit, the actual payment therefor is not received from iBurst or your credit-card facility supplier, or is in any way blocked / cancelled, reversed or not honoured or met. In this event and in addition to rendering you susceptible to the termination of your service, every such non-receipt of actual payment from iBurst or your credit-card facility supplier and every such blocking, cancellation, reversal of actual payment, or other failure to honour or meet that payment will leave you FULLY LIABLE to Supplier and iBurst for and to pay (a) all amounts due to the Supplier and iBurst in respect of the transaction concluded by you and relevant to such non-payment; and (b) all other charges which accrued to your account before its termination; and (c) interest on the above amounts, due and payable from the time of such non-payment or termination, at the rate of the annual reference interest plus 5 (five) percent calculated monthly in arrears and compounded each month from the end of the first month until the full amount and the interest on it have been paid; and (d) all costs and charges incurred by Supplier and iBurst owing to, because of, arising from, or related to your non-payment and other above indebtedness or liability such as (but not limited to) all collection costs, collection commissions and other disbursements as well as all tracing, legal and attorney's fees (including any counsel's brief as marked) and charges.

The reference interest rate is (a) the publicly-quoted prime or best basic rate of per-annum interest ruling from time to time at which the Standard Bank of South Africa Limited lends monies on overdraft; and (b) consequently, variable and may be varied without notice; and (c) to be proved by way of a certificate signed by any employee of that bank; and (d) save where otherwise specified in these terms and conditions, payable on demand.

In these circumstances Supplier, in its sole and absolute discretion, (and iBurst) may also "lock" your iBurst

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OBF facility to render it inaccessible to you or decline to accept any further transactions requested by you. This may be done without prior notice to you.

Neither Supplier nor iBurst will offer any re-payments, refunds or reimbursements for the pre-payments or payments as advances made to use the any of its services. Any fraudulent action on the part of the user to avoid payment will be prosecuted to the fullest extent of the law. If Supplier or iBurst suspects fraudulent use of your Supplier debit account, it may, at its sole discretion, suspend or terminate your Supplier debit account without notice.

CONTRACT, DELIVERY AND EFFECT OF USE

When the Subscriber's OBF credit / virtual deposit has been authorised by iBurst or when the Subscriber's credit-card transaction has been authorised by the Subscriber's credit-card facility supplier/ credit-card transaction validating agency and, in both cases, the Subscriber has also accepted these Terms and Conditions, the virtual or other deposit takes place and a contract ("purchase" either on a once-off or repetition basis) is concluded between the Subscriber and the Supplier at the Supplier's principal place of business where the Subscriber's acceptance of these Terms and Conditions is received by the Supplier or is deemed to be concluded at that place. Similarly, when iBurst has authenticated that the Subscriber is a iBurst subscriber or, in the case of a nomadic client - the appropriate verifying institution has authorised the Subscriber's credit-card transaction, a contract is concluded between the Subscriber and the Supplier at the Supplier's principal place of business where the Subscriber's acceptance of these Terms and Conditions is received by the Supplier or is deemed to be concluded at that place. The availability of the Supplier's on-line account facility is then electronically made available to the Subscriber at this point. All risk in and in relation to the opening, topping-up and use of the Subscriber's on-line account also passes to the Subscriber at that point. All misuse, unauthorised use by a third party, erroneous / accidental use, and any loss arising therefrom will affect the Subscriber only and the Subscriber will have exclusive responsibility in respect of the prevention / amelioration of any such use / loss.

The Subscriber's use of the on-line account/"Pay-As-You-Surf" facility constitutes confirmation (a) of the existence of the contract; of the Subscriber's indebtedness to the Supplier for the facility as well as Subscriber's indebtedness to iBurst in respect of any virtual deposit made by iBurst on Subscriber's behalf; (b) of the delivery of that facility to the Subscriber; (c) of the Subscriber having authorised the virtual deposit or the credit-card payment in question; (d) of the Subscriber's ratification of, as the case may be, of iBurst's having made the virtual deposit or of the Subscriber's credit-card facility supplier's payment in question on behalf of the Subscriber; and (e) of the Subscriber's guarantee (as surety and co-principal debtor therefore) that the amount of the virtual deposit or credit-card payment will in fact be paid to Supplier by, as the case may be, iBurst or the Subscriber's credit-card facility supplier; and (f) of the Subscriber's undertaking and acknowledgment that, failing any such payment to the Supplier, the Supplier may act directly against the Subscriber without the excussion of, or other legal action being taken against, iBurst or the Subscriber's said credit-card facility supplier. The latter suretyship is in addition to the right of the Supplier to act directly

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against you in relation to the transaction in which you obtained the on-line account/"Pay-As-You-Surf" facility and/or access service from Supplier and tendered a virtual or other deposit as pre-payment therefore.

Any fraudulent action in relation to any transaction to which these Terms and Conditions relate – including any such action on the part of the Subscriber to avoid payment - will be prosecuted to the fullest extent of the law. If Supplier suspects fraudulent use of your account with Supplier, it may, at its sole discretion, suspend or terminate that account without notice.

In respect of each separate transaction (a) the full top-up amount (including the prescribed VAT), is due and shall be paid by virtual deposit or credit-card payment on the conclusion of the contract; and (b) consequently, prior to the electronic delivery of any access for which the Supplier's on-line account/"Pay-As-You-Surf" facility is to be used; and (c) risk in and in respect to each virtual Wi-Fi access-facility granted will pass to the Subscriber on its electronic delivery to the Subscriber.

With the view to avoiding fraud, theft of identity or other abuse and to mitigating potential or actual loss that might be or is occasioned thereby, the Subscriber must ensure that: (a) his or her password, access code, iBurst account details, SIM particulars; credit-card particulars and PIN number are kept confidential at all times; and (b) no unauthorised person will be able to place an order, effect a purchase, or signify acceptance of these Terms and Conditions in Subscriber's name or use the Subscriber's credit-card; and (c) he or she immediately reports the loss of his or her cellular or other non-fixed line telecommunications device or SIM or credit card to iBurst, Subscriber's credit-card facility supplier and Supplier; and (d) an accurate auditable record is kept of each "Pay-As-You-Surf" virtual account transaction, and acceptance of these Terms and Conditions by the Subscriber.

As Subscriber you must at all times safeguard your SIM and your credit card as well as maintain and preserve the confidentiality of your account number, access-code, password and credit-card particulars including its PIN number. You agree that you are responsible for every use of your account or your credit card - whether or not that use was or had been authorised by you – obtained, effected or facilitated by means of the employment of any such SIM, number, code, particulars; PIN or password, or any combination of them. You furthermore agree to notify Supplier immediately - by calling the Supplier support line and thereafter confirming your report in writing - you at any time become aware of the fact that your SIM or credit card is for whatever reason no longer under your control, or you at any time on reasonable grounds come to suspect that there is or has been unauthorised, fraudulent or "stolen" use of your service or credit-card facility. SUPPLIER CONSEQUENTLY RECOMMENDS THAT YOU ROUTINELY REVIEW YOUR ON-LINE ACCOUNT HISTORY TO ENSURE ITS ACCURACY.

Should any virtual "Pay-As-You-Surf" account operate defectively or not supply access in accordance with the relevant specification for the service, Subscriber is to telephonically notify Supplier's Technical Assistance Centre (TAC) / call centre forthwith of the difficulty. Should the existence of the problem be confirmed by Supplier and if the problem is found by the Supplier to be otherwise irremediable, the Supplier

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may within a reasonable time, electronically deliver to the Subscriber a replacement virtual "Pay-As-You-Surf" account which (a) operates to specification or is without the particular defect, as the case may be; and (ii) affords the Subscriber credit to the extent that the replaced (i) bandwidth or session value had not been used; or (ii) "Pay-As-You-Surf" account's credit had not been used.

The Supplier shall otherwise be incapable of incurring or having any liability whatsoever arising from or in relation to its provision of any product, service or account in terms of these Terms and Conditions to the Subscriber and the Subscriber shall have no other remedy.

The personal information that you provide, including information about how you use Supplier's services and facilities, may be used by Supplier and iBurst for the purposes of (a) providing the services which you require; (b) facilitating Supplier's / iBurst's future dealings with you; (c) informing you of product developments, facilities and / or problems; (d) accounting, billing and auditing; (e) checking information provided by you ,or credit, credit-card, or payment costs; (e) security, administrative and legal purposes; (f) statistical analysis; (g) measuring of frequency, volume, duration, nature, type or extent of service use; (h) system maintenance, design, development, testing and assessment; (i) customer relations and follow-ups; (j) implementing and operating a customer-reward program (if and when put in place, and then if and when applicable); and (k) subject to you not declining to participate at the time of approach, market research and direct marketing.

INTELLECTUAL PROPERTY

(1) Trademarks: All corporate names, service marks, logos, trade names, trademarks, Websites and domain names of Supplier and iBurst (collectively 'Mark') are and shall remain their exclusive property. Nothing in these Terms and Conditions shall grant you the license to use, distribute, copy or imitate any such mark. This is strictly prohibited without your first having obtained the express prior written permission of the owner of the mark in question to do so.

(2) Copyright: All services and materials found on the Website are protected by trademark, copyright, or other intellectual- property laws. Nothing in these Terms and Conditions shall grant you the license to use, distribute, copy or imitate any such service, mark or materials. This - and, in particular, any commercial or other like use of any of the services, marks or materials found on the Website - is strictly prohibited, without your first having obtained the express prior written consent of the right-holder (Supplier or iBurst as the case may be) to do so. Any such use, reproduction or redistribution of any of these services or materials which is not in accordance with the terms set forth in these Terms and Conditions is expressly prohibited by law, and could result in severe civil and / or criminal penalties for the offending user.

(3) Use of Software: The connection- and convergence-management (WirelessG Connection Manager) software that is made available for be downloading from this site is the copyrighted work of Supplier and/or its licensors, suppliers and partners. Use of such software is governed by these Terms and Conditions and

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by the separate Terms of License, Sub-license and Use which must be accepted before that convergence-management software is loaded and / used and which is to be deemed to be part of and incorporated in these Terms and Conditions.

You may not reverse-engineer, de-compile or otherwise attempt to discover the source code of the software available on the Website.

Without in any way limiting the breadth of the above, note that the copying or reproduction of that software or any portion of it, to any other server or location for further reproduction or redistribution is expressly prohibited.

YOUR CONDUCT AND USE OF SERVICE

You agree to use any and all the data, access, facilities, materials and services provided by Supplier for lawful purposes only and in accordance with these Terms and Conditions.

Supplier is firmly committed to the responsible exercise of freedom of speech and alive to its needs to (a) protect Subscribers' rights including their rights to privacy and human dignity; (b) protect its resources; (c) preserve its ability to provide quality service to Subscribers; (d) conform to and comply with existing laws; and (e) protect its reputation as a responsible service provider. These concerns will influence decisions on the violation of these Terms and Conditions.

Whilst Supplier believes in the freedom to provide and have access to information on the Internet (Freedom of Speech), the fact is that certain activities are incompatible with the responsible exercise of freedom of speech and may be considered inappropriate by the Internet community at large or even illegal. Such activities, consequently, cannot be permitted under the guise of free speech.

You are prohibited from engaging in any conduct which is contrary to law and / or inconsistent with these Terms and Conditions, such as the posting on, or transmitting through, the site any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane, hateful, discriminatory or other objectionable material of any kind, including, without limitation, any material that encourages unlawful conduct.

If Supplier believes, at its sole discretion, that you have engaged in any of the foregoing types of conduct, Supplier may (1) remove such content from the site; (2) terminate or suspend your account or use of the services and materials; and/or (3) forward the offensive materials, your communications with Supplier, and your personally identifiable information to the proper authorities for investigation or, in the discretion of those authorities, prosecution.

Note Supplier's approach in this regard: (a) Because Supplier and Wireless Hotspot (Pty) Ltd are serious in

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their efforts to promote good citizenship within the Internet community; to protect their Subscribers; to comply with the law as well as to safeguard their rights and legitimate interests, Supplier will respond appropriately in the event of it becoming aware of any inappropriate use of the Wi-Fi access / service. (b) Should an account or facility with the Supplier be used to violate these Terms and Conditions, Supplier shall be entitled, in its absolute discretion, to terminate that account or facility-holder's service without notice. Whilst it is Supplier's preferred course of action to advise the Subscriber of the inappropriate behaviour and of any corrective action that Supplier believes to be necessary, a flagrant violation of these Terms and Conditions may result in immediate termination of service at Supplier's sole discretion and without notice. (c) Supplier encourages every Subscriber - as a member of the Internet Community - to use his or her Internet access responsibly. (d) Questions regarding this policy may be directed to Supplier at +27-(0) 12-676-3003/2 and any activity in violation of the law or these Terms and Conditions may also be reported via e-mail to: abuse@wirelessg.co.za .

You agree that you are also aware that any suspect financial transactions which, as a result of your business with Supplier, could come to Supplier's attention and which are subject to the provisions of the Financial Intelligence Centre Act 38 of 2001, must be brought reported to the prescribed authority.

If your service, account or data is being used fraudulently or irregularly without your authority, you must immediately notify Supplier. Similarly, if such use is being made of your SIM or credit-card facility, you must report that fact, as well as any loss of your SIM card or credit card, to Supplier and iBurst. You agree that Supplier is entitled to interrupt or restrict service to you, without notice to you, if Supplier suspects fraudulent, unlawful or abusive activity. You agree to co-operate with Supplier in any fraud investigation and to use any fraud prevention measures prescribed by Supplier and / or iBurst.

Upon termination of the service, Subscriber's right to use the service (including any unutilised portion of data or account) immediately ceases. The Supplier shall thereafter have no obligation (and Subscriber will have no concomitant right thereto) to (a) forward any unread or unsent messages to Subscriber or any third party; or (b) reimburse or compensate the Subscriber for any credit balance on any account or instrument used to pre-pay for access to or through a Wi-Fi Hotspot: no such re-imbusement shall occur.

WARRANTIES AND DISCLAIMERS

Any hyperlink or other web page which is accessible from Supplier's site will enable you to leave Supplier's site. The linked sites are not under the control of Supplier and Supplier is not responsible for the contents of any linked site or any link contained in a linked site, or any change or update to any such site. Supplier provides these links to you only as a convenience and the inclusion of any link does not imply any endorsement of the particular site by Supplier. Supplier and its affiliates do not control or endorse the content of any third-party website.

ALL SERVICES AND MATERIALS PROVIDED ON SUPPLIER'S SITE ARE PROVIDED "AS IS" AND "AS AVAILABLE" ONLY.

Supplier does not make any express or implied warranties of any kind including without limitation any

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warranties of title or non-infringement, or any express or implied warranties of merchantability or fitness for a particular purpose with regard to the services or materials, any transaction performed through the services or on the internet generally, or as to the quality of the call. Supplier shall not be liable for any cost, loss or damage arising either directly or indirectly from any such transaction.

SUPPLIER LIKEWISE CANNOT AND DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND IN RESPECT OF THE AVAILABILITY, ACCESSIBILITY, SITUATION OR OPERATION OF WI-FI HOTSPOTS OF AGGREGATED ISPS OR AGGREGATORS.

Supplier does not warrant that the services or materials will be uninterrupted or error-free, or will operate without packet loss or interruption. Supplier also does not does warrant any connection to, or any transmission over, the internet. Supplier furthermore, does not guarantee or warrant that the files available for downloading from the site will be free of infection or viruses, worms, Trojan horses or any other code that contains contaminating or destructive properties. You are responsible and are urged to implement sufficient procedures, preventative measures, anti-virus systems and checkpoints to (a) satisfy your particular requirements for accuracy of data input and output, as well as for the security of data; and (b) maintain a means external to the site and your device for the saving / reconstruction of any lost data.

You have and must assume total responsibility and risk for your use of Supplier's services, facilities, accounts, materials and the Internet.

If, in addition to these Terms and Conditions, any statement and / or description concerning the service, facilities, accounts, materials or convergence-management software is made or might be made by Supplier or Supplier's agent, such statement or description shall be treated as informational only and shall not constitute a warranty of any kind or be construed as such.

LIMITATION OF LIABILITY

Each Subscriber uses the Internet and Supplier's service (including its facilities, data, virtual account, access, materials and convergence-management software, as the case may be) voluntarily and wholly at his or her own risk.

In no event will Supplier be liable for (a) any loss, harm, cost, or damage whether direct, indirect, consequential or incidental, (including, but not limited to damages for loss of profits; business interruption; loss of programs, data or information, and the like) arising out of the any use of or inability to use the site, its services or materials, or any transactions provided on or facilitated by its services or any thing down-loaded or hyper-linked from the site, even if Supplier or its authorized representatives have been advised of the possibility of any such loss, harm, cost or damage; (b) any claim attributable to errors, omissions or other inaccuracies in any information down-loaded through, or hyper-linked from, its site; or Supplier's services or materials; (c) any amount exceeding the actual cost of the actual Internet access or access-transaction (as

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paid by the Subscriber) giving rise to the claim; or (d) any claim brought after the expiration of a period of 60 (sixty) day.

INDEMNITY

In the event of you – the Subscriber - breaching or acting in violation of this Terms and Conditions, or making any unlawful or improper use of any service or materials, you agree to indemnify, defend and hold Supplier, its officers, directors, employees, agents, shareholders, licensors, suppliers, business partners and any third-party information providers to the Supplier site, services or materials harmless from and against all harm, losses, expenses, damages and costs including, but not limited to, all collection costs, collection commissions and other disbursements as well as all tracing, legal and attorney's fees, and charges resulting from, arising from, or related to your improper use of any services or materials, or your said breach, violation, or unlawful or improper conduct.

The provisions of this paragraph are for the benefit of Supplier and its officers, directors, employees, agents, shareholders, licensors, suppliers, business partners and any third -party information providers to the site, services or materials. Each of these individuals or entities shall have the right to assert and enforce these provisions directly against you on its own behalf.

In the event of any of yours being reversed or in any way not honoured or not met by iBurst, you stand surety for and will be co-principal debtor of iBurst in respect of the amount involved as well as all related charges and interest provided for in these Terms and Conditions. You, therefore, indemnify and undertake to hold Supplier harmless in respect of every such non-payment or reversal of payment by or through iBurst. Likewise, in the event of any credit card payment of yours being reversed or in any way not honoured or not met by your – the Subscriber's – credit-card facility supplier you stand surety for and will be co-principal debtor of that credit-card facility supplier in respect of the amount involved as well as all related charges and interest provided for in these Terms and Conditions. You, therefore, (a) indemnify and undertake to hold Supplier harmless in respect of every such non-payment or reversal of payment by or through your credit-card facility supplier; and (b) accept that your credit card will be black-listed.

TERMINATION

You agree that Supplier, at its sole discretion, may with or without notice terminate your password, access-code, account (or any part of it) or your use of the services or materials for any of the reasons specified in these Terms and Conditions. Supplier may likewise, at its sole discretion and at any time, discontinue providing the materials, services, or any parts thereof, with or without notice. You agree that any termination of your access to the services or materials may be effected without prior notice, and acknowledge and agree that Supplier may immediately deactivate or delete your account and/or bar any further access to the services or materials. Further, you agree that Supplier shall not be liable in any way whatsoever to you or any third- party for any termination of your access or access to the services or materials.

MANDATORY ARBITRATION

Subject to the further provisions under this heading (“Mandatory Arbitration”), any dispute or claim between you – the Subscriber - and Supplier arising out of, or relating to, any data, account, software, service or materials provided (by Supplier) in connection with these Terms and Conditions shall be resolved by arbitration in Pretoria, Gauteng Province, Republic of South Africa, before a single arbiter administered by the Arbitration Foundation of South Africa (AFSA) in accordance with its Commercial Arbitration Rules.

The arbiter's decision shall follow the plain meaning of the relevant documents including these Terms and Conditions and shall be final and binding on you and Supplier.

Without limiting the foregoing, the parties agree that no arbitrator has the authority to either award relief in excess of what these Terms and Conditions provide or, secondly, award punitive or exemplary damages. Judgment on the award rendered by the arbitrators may be entered as a judgement in any Court having jurisdiction in respect of award.

Each claim shall be arbitrated individually and a Subscriber shall not bring, or join or attempt to bring or join any other claim of the Subscriber or any other user or claimant or any punitive or certified class action to arbitration, or seek to consolidate or bring previously consolidated claims in arbitration.

The preceding provision shall not preclude a party to these Terms and Conditions from seeking injunctive relief in a South African Court of competent jurisdiction.

In the event of any virtual or other deposit of yours being reversed or in any way not honoured or not met, or in the case of any other non-payment of account and / or related charges, Supplier shall be entitled to and have the option to have recourse to the above-envisaged arbitration or to the Courts to recover the amounts to which it believes it is entitled.

GOVERNING LAW AND JURISDICTION

These Terms and Conditions shall be governed and construed in accordance with the laws of the Republic of South Africa without reference to that law's conflict of laws' doctrine. Subject to compliance with these Terms and Conditions (for example in respect of mandatory arbitration) you agree that, in any legal action or proceeding between you and Supplier for any purpose concerning, arising out of or relating to this Terms and Conditions, to the exclusive jurisdiction of the Courts of South Africa and you expressly waive all defences to or in respect of jurisdiction. You further agree that any cause of action or claim you may have with respect to Supplier's data, account, access, site, services or materials must be commenced within one (1) year after the date on which the claim or cause of action arises or arose failing which such claim or cause of action shall be deemed to have prescribed and shall be absolutely barred.

NON-WAIVER, NON-QUALIFICATION AND ASSIGNMENT

Should Supplier in any manner fail to insist upon or enforce strict performance of or compliance with any provision of these Terms and Conditions that fact shall not be construed as a waiver of any provision or right. Consequently, neither a failure to enforce nor any delay in enforcing, for whatever reason, these Terms and Conditions shall be construed as a waiver of Supplier's right to do so at any time. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of these Terms and Conditions. Supplier may assign its rights, obligations and duties under these Terms and Conditions to any party at any time without notice to the user.

PERSONAL INFORMATION AND PRIVACY

Please note that any non-personal information or material sent to Supplier will generally be deemed to be NOT confidential.

Because of the importance of every individual's right to privacy and the potential consequences which could follow from any unauthorised accessing or attempting to access personal information of any identifiable individual, it is advisable to note (and respect) the fact that in terms of the Electronic Communications and Transactions Act 25 of 2002 "personal information" means information about an identifiable individual and includes (but is not limited to) the following (a) information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the individual; (b) information relating to the education or the medical, criminal or employment history of the individual or information relating to financial transactions in which the individual has been involved; (c) any identifying number, symbol, or other particular assigned to the individual; (d) the address, fingerprints or blood type of the individual; (e) the personal opinions, views or preferences of the individual, except where they are about another individual or about a proposal for a grant, an award or a prize to be made to another individual; (f) correspondence sent by the individual that is implicitly or explicitly of a private confidential nature or further correspondence that would reveal the contents of the original correspondence; (g) the views or opinions of another individual about the individual; (h) the views or opinions of another individual about a proposal for a grant, an award or a prize to be made to the individual, but excluding the name of the other individual where it appears with the views or opinions of the other individual; and (i) the name of the individual where it appears with other personal information relating to the individual or where the disclosure of the name itself would reveal information about the individual, but excludes information about an individual who has been dead for more than 20 years.

The personal information that you provide, including information about how you use Supplier's services and facilities as well as personal information, may be used by Supplier for the purposes of (a) providing the services which you require; (b) facilitating Supplier's future dealings with you; (c) informing you of product

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developments, facilities and / or problems; (d) accounting, billing and auditing; (e) checking credit, payment costs or other information provided by you; (f) security, administrative and legal purposes; (g) statistical analysis; (h) measuring of frequency, volume, duration, nature, type or extent of service use; (h) system maintenance, design, development, testing and assessment; (i) customer relations and follow-ups; (j) implementing and operating a customer-reward program (if and when put in place, and then if and when applicable); and (k) subject to your not declining to participate at the time of approach, market research and direct marketing.

TAKE-DOWN NOTIFICATION

An Internet Service Provider (ISP) should provide its contact-details to all its users to permit any such Internet-user to lodge - with an SP - a written notification of unlawful activity (relating to an activity in respect of the service provided by that service provider) if the Internet-user wishes to do so. Whilst the procedure referred to below is appropriate to all ISPs operating in South Africa, the contact-particulars provided below may only be used where Supplier is the affected ISP.

Any notification of unlawful activity relating to an activity in respect of which Supplier is the service provider (ISP) must be in writing, cover all the details specified below, and addressed to Supplier at the following address:- **[WirelessG Commercial Manager: 012 676 3001; <abuse@wirelessg.co.za>]**

For the purposes of these Terms and Conditions, a written notice of unlawful activity must include: (a) the full names and address of the complainant; (b) the written or electronic signature of the complainant; (c) identification of the right that has allegedly been infringed; (d) identification of the material or activity that is claimed to be the subject of unlawful activity; (e) the remedial action required to be taken by the service provider in respect of the complaint;(f) telephonic and electronic contact details, if any, of the complainant; (g) a statement that the complainant is acting in good faith; (h) a statement by the complainant that the information in the take-down notification is to his or her knowledge true and correct; and (i) a statement by the complainant that she or he is aware that any person who lodges a notification of unlawful activity with a service provider knowing that it materially misrepresents the facts is liable for damages for wrongful take-down.

Supplier, as service provider, shall neither be liable for any wrongful take-down done in response to a take-down notification issued in terms of the Electronic Communications and Transactions Act 25 of 2002, nor be under a general obligation to monitor the data which it transmits or stores, or to actively seek facts or circumstances indicating an unlawful activity.

CHANGES

From time to time there will undoubtedly be modifications of these Terms and Conditions, the privacy policy and related documents. You consequently are required and agree to regularly review these Terms and

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Conditions, the privacy policy and all related documents to ensure that you acquaint yourself with all modifications / changes at the earliest possible opportunity.

Supplier may modify these Terms and Conditions, the privacy policy and any related documents at any time by posting each such modification on its Website. Every such modification, alteration, modified Term of Service, modified policy or modified related document shall be deemed effective immediately upon its posting on Supplier's Website. Your continued access or use of the service shall constitute and be deemed to be your acceptance of each such modification, alteration or modified Term of Service, modified policy or modified related document at the time of its posting.

Notice will be deemed and considered to have been received by you, and every such change shall become binding on you, on the date on which and the time at which it is posted to or on the Supplier Website. No further notice or other promulgation thereof by Supplier is required. You agree to review these documents regularly, to acquaint yourself with all such modifications and alterations as these will probably take place from time to time.

Supplier may also at its sole and absolute discretion make changes to its Website, materials, and / or services at any time and without notice.

The Supplier may, likewise, vary these Terms and Conditions at any time and without notice.

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