

SERVICES SCHEDULE 2
CONNECTNET'S INTERNET DATA (SHAPED)

1. INTRODUCTION

- 1.1. The Customer acknowledges that ConnectNet may rely on 3rd Party Services to enable it to provide Internet Data to the Customer. In such instances, the contractual relationship between ConnectNet and such 3rd Party Service provider may bind ConnectNet to enter with its Customers into terms and conditions substantially and materially similar to the terms and conditions prescribed by the 3rd Party Service provider.
- 1.2. The terms and conditions as set out herein are therefore subject to changes imposed by such 3rd Party Service providers, and ConnectNet may, as a result, be required to amend the terms as set out herein in.
- 1.3. In this Internet Data Service Schedule any reference to a right, network, system or process of "ConnectNet" shall by reference also include any right, network, system, process of, or decision or action taken by such 3rd Party Service provider.

2. DEFINITIONS

In this Services Schedule:

- 2.1. "**ADSL**" means an Asymmetric Digital Subscriber Line;
- 2.2. "**Capped Data**" means the combination of In-Bundled Data and Out-of-Bundled Data used by Customer to access the Internet;
- 2.3. "**Internet Data**" means the Capped Data and Uncapped Data bundles as selected by Customer in accordance with the Service Order for use over Customer's ADSL enabled by means of a username and password provided by ConnectNet to Customer. ConnectNet reserves the right to Shape such Internet Data;
- 2.4. "**Modem**" or "**Router**" means the device which is used to connect the Customer's equipment to the ADSL, in order to enable the Internet Data;
- 2.5. "**Shape**" means that traffic is prioritized and channeled in a specific order, for example web browsing and email traffic will be prioritized and services such as FTP take a lower priority;
- 2.6. "**Telkom**" means Telkom SA Ltd;
- 2.7. "**Uncapped Data**" means there is no limit on the amount of data the Customer is permitted to use to access the internet. The Customer can use as much data as possible per month subject to Acceptable Use Policy.

3. CONDITIONS OF ACCESS

- 3.1. The Customer acknowledges that he/she shall engage directly with Telkom or any other third party (which may also be ConnectNet in terms of a separate Service Schedule) for the ADSL rental and Telkom or such third party shall attend to the installation of the ADSL.
- 3.2. ConnectNet will, unless it reasonably declines to activate the Internet Data as contemplated in this Schedule, make the Internet Data available to the Customer on the date of activation subject to clause 7.
- 3.3. ConnectNet will, where relevant, issue a user name and password to the Customer on the date of activation in order to enable the Customer to gain access to Internet Data.
- 3.4. The Customer agrees that:
 - 3.4.1. the user name and password will be used for the Customer's own personal use only;
 - 3.4.2. he/she will not disclose the user name and password to any other person for any reason whatsoever and that the Customer will maintain the confidentiality thereof;
 - 3.4.3. in the event that the Customer's password is compromised, the Customer will immediately notify ConnectNet and change the password;
 - 3.4.4. the Customer, as the holder of the user name and password, acknowledges that he/she is solely responsible for all payments in respect of the Internet Data package as selected in accordance with the Service Order charged to the Customer's account, irrespective of whether the Customer used the Internet Data or not;
 - 3.4.5. Customer agrees to cause all persons who use any Internet Data under his/her account or with authorization to comply with the Agreement. All acts or omissions of all persons who use Internet Data under the Customer's account or with his/her authorization will be treated for all purposes as acts or omissions of the Customer;
 - 3.4.6. unless such right is specifically and expressly provided to the Customer the Customer will not, at any time, permit and/or initiate a simultaneous network log-in unless otherwise agreed by ConnectNet; and
 - 3.4.7. Customer will not attempt to circumvent ConnectNet's user authentication processes or engage in attempts to access the network where not expressly authorised to do so.

4. OBLIGATIONS

- 4.1. ConnectNet and/or its 3rd Party Service providers will manage bandwidth usage to the best of its ability during peak periods however, it remains a best effort service.
- 4.2. ConnectNet and/or its 3rd Party Service providers reserve the right to manage the network in order to optimize its efficiency for the benefit of all its Customers. ConnectNet may take any other action deemed appropriate in order to help ensure the integrity of the network experience for all the Customers.
- 4.3. Customer may not use Internet Data for unattended automated operation, unless otherwise agreed. The Customer may stay connected as long as the Customer is actively using that connection. The Customer further agrees not to use Internet applications for the purpose of simulating network activity to avoid session inactivity disconnection.
- 4.4. Customer will be liable for Out-of-Bundle rates should Customer exceed the In-Bundled data limit.
- 4.5. ConnectNet does not make any express or implied representations, warranties or guarantees regarding the availability, accuracy, reliability, timeliness, quality or security of the Internet Data.
- 4.6. ConnectNet is committed to provide the Customer with uninterrupted Internet Data. However, ConnectNet cannot guarantee that Internet Data and that the allocated capacity will always be available.
- 4.7. ConnectNet can terminate the Internet Data at any time with 30 days advanced written notice if it decides to discontinue the Internet Data offering for any reason whatsoever, without any further liability to the Customer.
- 4.8. Customer is responsible for ensuring and maintaining security of their own systems and machines that connect to and use Internet Data, including implementation of necessary patches and operating system updates.
- 4.9. If the Internet Data is used in a way that ConnectNet, in its sole discretion, believe violates any of its rules or limitations, ConnectNet may take any responsive actions deemed appropriate. Such actions may include without limitation, temporary or permanent removal of content, cancellation of newsgroup posts, filtering of Internet transmissions, and/or the immediate limitation, restriction, suspension or termination of all or any portion of the Internet Data or the Customer's account.

5. BILLING

- 5.1. If any changes are proposed to any terms of the agreement between ConnectNet and any 3rd Party Service provider which impacts on the provision relating to this Schedule, ConnectNet shall be entitled to amend

the terms, fees or charges for its Internet Data at any time on 30 (thirty) days' notice to the Customer. The amendment will take effect on the date indicated in the notice.

- 5.2. In instances of an upgrade or downgrade of the tariff option the charges to the Customer will be amended from the date that the system changes have been effected.
- 5.3. Customer shall remain liable for the Internet Data charges irrespective of whether the ADSL is connected or not until such time that Customer cancels such Internet Data in accordance with this Agreement.

6. ADSL PRE-REQUISITES

- 6.1. The Customer is required to have an active ADSL and Modem in order to utilize Internet Data.
- 6.2. The Customer indemnifies ConnectNet against any damage, loss, cost or claim arising from the suspension or termination of the ADSL.

7. DURATION AND TERMINATION OF THE AGREEMENT

- 7.1. This Services Schedule shall endure indefinitely subject to Clause 3.2 of the Main Agreement or Customer terminating this Internet Data at any time with 30 days advanced written notice to such effect.

8. DISCLAIMER

- 8.1. ConnectNet may use or rely on 3rd Party Service providers to provide the Internet Data or certain portions thereof. ConnectNet accordingly provide such Internet Data subject to the limitations and terms imposed on it by such 3rd Party Service providers, which includes the actual availability of the 3rd Party Service provider's network.
- 8.2. ConnectNet will always endeavor to provide the Internet Data to the best of its ability. However, the Internet Data is provided "as is" and "as available" and ConnectNet does not warrant or guarantee that the Internet Data is interruption free always available, fit for any purpose, does not infringe any third party rights, is secure and reliable, or conforms to the Customer's delivery timeline requirements.

9. LIMITATION OF LIABILITY

- 9.1. Without limiting the generality of the provisions of clause 17.1 of the Main Agreement, ConnectNet shall not be liable for and the Customer will have no claim of whatsoever nature against ConnectNet as a result of the loss of or access to any usernames or passwords which the Customer are required to safeguard and not allow unauthorized access on the understanding that ConnectNet will be entitled to assume that the

Customer is the person so using or gaining access to Internet Data where the Customer's username or password is used.