



STANDARD TERMS AND CONDITIONS FOR ONLINE SERVICES

1. The Customer hereby applies for wireless internet service.
2. The use of internet related services is subject to Mazuwo's Acceptable Use Policy (AUP).

COMMENCEMENT AND DURATION

3. This Agreement will commence on the Commencement Date and shall continue for an indefinite period unless terminated by either party on not less **than 90 (ninety) days written notice** of its intention to so terminate. For the avoidance of doubt, it is recorded that upon termination of all Services, this Agreement shall *ipso facto* terminate.
4. Notwithstanding any termination of this Agreement in terms of the above clause, such termination shall not affect the validity of any Service in force at the time of termination which shall continue to be of full force and effect and subject to the terms and conditions herein contained until such time as all obligations of each party vis-À-vis the other have been discharged in full.
5. Any notice of termination by the Customer pursuant to the provisions of the above clause shall not be valid where the Customer is in arrears with its payment obligations to Mazuwo.

WARRANTIES OR GUARANTEES

6. Save as expressly otherwise stated herein, Mazuwo does not make any representations nor gives any warranties or guarantees of any nature whatsoever in respect of the Services (whether express, implied or tacit, by statute, common law or otherwise), location coverage, or network downtime.
7. The Customer indemnifies Mazuwo against any damage, loss, claims or cost that may result from work being done in connection with the Service being rendered, removal of the Service and/or the Customers computer equipment not being compatible.

COLLECTION FEES

8. Should the customer fail to pay their account, the Customer shall be liable for any collection, tracing and/or legal fees incurred herein.
9. The Customer confirms that the physical address as contained herein as their *domicilium citandi et executandi* whereby all notices, documents and processes which Mazuwo may wish or be required to give to the Customer, shall be sufficiently given, if in writing and either sent by electronic mail, or delivered by hand, at their chosen *domicilium* as set out above.

SUSPENSION OF SERVICE

10. Mazuwo shall be entitled, without prejudice to any right it may have in terms of this Agreement or at law, at any time and on such notice as may be reasonable in the circumstances to suspend provision of the Services or any part thereof in any of the following circumstances:
 - 10.1. for so long as the Customer remains in breach of its obligations under this Agreement;
 - 10.2. in the event that the quality of the Services, the System or the operation of the Network is adversely affected due to any act or omission on the part of the Customer; and/or
 - 10.3. in the event that the Customer infringes the intellectual property rights of any third party in relation to the provision of the Services.

11. All liability on the part of Mazuwo for any loss or damage (whether direct or consequential) incurred or for any costs, claims, or demands of any nature arising out of the suspension of the Services as contemplated in the above clause, is excluded.

JURISDICTION

12. The Customer consents to the jurisdiction of the Magistrate's Court having jurisdiction in terms of the Magistrate's Court Act. The Customer acknowledges however, that Mazuwo shall be entitled to institute action in any Court of competent jurisdiction in its discretion.

VARIATIONS

13. The Customer acknowledges that the terms and conditions hereof may not be varied or cancelled except in writing and signed by both parties. In the event that any of the terms of this contract are found to be invalid, unlawful, or unenforceable, such terms will be severable from the remaining terms, which will continue to be valid and enforceable.

FORCE MAJEURE

14. Neither party shall be liable to the other for inability to perform or delayed performance in terms of the Agreement, should such inability or delay arising from any cause beyond the reasonable control of such party, provided that the existence/happening of such cause has been drawn to the attention of the other party within a reasonable time of occurrence of such cause (hereinafter referred to as a Force Majeure Event).
15. For the purposes of this clause a Force Majeure Event shall without limitation of the generality of the foregoing, be deemed to include strikes, lock outs, accidents, fires, explosions, theft, war (whether declared or not), invasion, foreign enemies, hostilities rights, civil insurrection, flood, earthquake, lightning, act of local or national Government, Martial Law or any other cause beyond the reasonable control of the party effected.
16. Should Mazuwo be unable to fulfil a material obligation under this Agreement, for a period of not less than 30 (thirty) days due to circumstances beyond its control more fully set out in clauses 14 and 15 above, and be unable to provide a suitable temporary alternative to the affected Service as the case may be, then the Customer may terminate this Agreement.
17. Notwithstanding anything to the contrary contained herein, the Customer shall be obliged to continue to pay all charges and fees due, during the period which the Services is/are suspended and acknowledges and agrees that under no circumstances shall it be entitled to resile from this Agreement or withhold or defer payment or be entitled to a reduction/credit in any charge or have any other right or remedy against Mazuwo, its agents or any other persons for whose acts and omissions Mazuwo is vicariously liable in law (and in whose favour this provision constitutes.
18. The Customer warrants that they have read and accepted Mazuwo's standard terms and conditions and Acceptable Use Policy (AUP) for online services, which is available on the Mazuwo website.