

# Sign-Up Form - One Year Contract

1. Account Details					
Title	<input type="radio"/> Mr	<input type="radio"/> Mrs	<input type="radio"/> Miss	<input type="radio"/> Other	
First Name				Surname	
ID					
Postal Address				Physical Address	
		Code			
Telephone (H)				Telephone (W)	
Cellphone					
Current E-mail address					

2. Business Only	
Organization	
Vat #	Company Registration

3. Connection Details		
Code	Service Name and Description	Cost
Choose E-mail Address :		
Note		

4. Direct Debit Instruction			
Account Holders Name			
Account Number		Bank	
Branch Code		Branch Name	
Type of Account	<input type="radio"/> Current <input type="radio"/> Savings <input type="radio"/> Transmission	Day of direct debit action	<input type="radio"/> 5th <input type="radio"/> 15th <input type="radio"/> 25th
<p>I/we hereby authorize Jenny Internet (Pty) Ltd to draw against the amounts necessary to cover the monthly and arrear charges for all services rendered.                      I/We acknowledge that all payment instructions issued by you shall be treated by my/our above mentioned Bank as if the instructions have been issues by me/us personally.                      Cancellation                      I/We agree that although this Authority and Mandate may be cancelled by me/us, such cancellation will not cancel the Agreement.                      I/We shall not be entitled to any refund of amounts which you have withdrawn while this Authority was in force, if such amounts were legally owing to you.                      Assignment                      I/We acknowledge that this Authority may be ceded or assigned to a third party if the Agreement is also ceded or assigned to that third party, but in the absence of such assignment of the Agreement, this Authority and Mandate cannot be assigned to any third party.</p>			
Authorized Signature			Date
			YYYY/MM/DD
Beneficiary Jenny Internet (Pty) Ltd	Abbreviated Name as registered with the Bank JENNYINTER	Address P.O Box 21214, Newcastle 2940	

## 5. Service Application Authorization and Terms

### 1. Definitions And Interpretation

1.1 In this Agreement, the words hereunder will have the meanings assigned to them below:-

1.1.1 "Agreement" means these Standard Terms and Conditions and any Application Form, Schedules, Annexures and attachments hereto;

1.1.2 "Service Schedule" means the Service Specification Schedule attached hereto wherein the details and costs of the Service/s are specified;

1.1.3 "Customer" means the party specified as Customer on the Application Form to which these Standard Terms and Conditions are attached;

1.1.4 "Customer Support Schedule" means the schedule containing customer support information which may be obtained from Jenny Internet on request;

1.1.5 "Effective Date" means, notwithstanding the date of signature of this Agreement, the date when the

Service/s is commissioned by Jenny Internet for use by the Customer irrespective of whether or not the Customer uses the Service/s;

1.1.6 "Jenny Internet" means Jenny Internet (Pty) Ltd, with registration number 2018/324778/07;

1.1.7 "Initial Period" means the initial contract term of the Service/s, as set out in the Service Schedule (Schedule 1) hereto;

1.1.8 "Proprietary Information" means any and all trade secrets and data/information of a proprietary and/or confidential nature, including data/information that the parties should reasonably have known to be proprietary or confidential;

1.1.9 "Service/s" means all the service/s provided by Jenny Internet as specified in the Schedules to this Agreement, including all software and equipment necessary for the provision of the Service/s;

1.1.10 "VAT" means Value-Added Tax as defined in the Value-Added Tax Act 89 of 1991.

Jenny Internet (Pty) Ltd

www.Jenny.co.za | 087 170 0000 | sales@jenny.co.za

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Reg #: 2018/324778/07 | Vat #: 409 0234 115

Individual Electronics Communications Service License: 0286/IECS/MAR/09 | Individual Electronics Communications Network License: 0286/IECNS/MAR/09



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The clause headings contained in this Agreement are for reference purposes only and shall not be used in the interpretation of this Agreement. Words importing any one gender includes the other gender, the singular includes the plural and vice versa, and natural persons includes juristic entities and vice versa.

## 2. Effective Date And Duration

2.1 The Effective Date of this agreement is the date upon which the signatory of this agreement takes delivery service.

Should the Effective Date occur after the date of signature of the Agreement, nothing herein contained shall be construed so as to give either party the right to cancel or rescind the Agreement before the effective date.

2.2 If at any time during the currency of the Agreement, the Customer upgrades the service, then the Effective Date in respect of the Service/s as upgraded shall be the date when the upgraded Service/s first commences.

2.3 The duration period of each of the Service/s shall be a 1 year contract period. (the Initial Period)

2.4 Either party hereto shall be entitled to terminate this Agreement by way of 30 (thirty) days prior written notice of termination to be effective at the end of the Initial Period.

Failing such notice of termination, the duration of the Service shall thereafter automatically renew for successive periods of 1 (one) year each on terms and conditions set out in the Agreement and Schedules, subject to 30 (thirty) days prior written notice of termination effective at the end of the then current 1 year period, and subject to an escalation in fees per clause 3.7 of the Standard Terms and Conditions

## 3. Charges And Payment

3.1 All Service/s provided are to be billed as of the Effective Date. In the event of a single Service consisting of a number of components, billing will commence for each respective component of that Service as and when each component of that Service goes live.

3.2 Customer is responsible for and agrees to pay to Jenny Internet all fees for the Service/s specified in the Service Schedule in South African currency, without deduction or set-off of any amount of whatsoever nature or for whatsoever reason.

3.3 All prices specified in the Service Schedule exclude:

3.3.1 VAT and any other taxes and duties including any regulatory surcharge, which Customer becomes obligated to pay by virtue of this Agreement, and

3.4 Invoicing will be processed and delivered in advance, and all invoices for Services shall be settled monthly within 30 days of the date of invoice.

3.5 In the event of any dispute arising as to the amount or calculation of any fee or charge to which Jenny Internet is entitled, the dispute shall be referred for determination to Jenny Internet' auditors.

They shall act as experts and their decision shall be final and binding on Jenny Internet and Customer. The cost of the determination shall be paid on demand by the party against whom the determination is made, or as determined by the said auditors.

3.6 Any amount falling due for payment by Customer to Jenny Internet in terms of or pursuant to this Agreement which is not paid on its due date shall bear interest calculated from the due date for payment thereof until date of payment, at a rate equal to the prime overdraft rate plus two percent (2%) charged by First Rand Bank Limited from time to time, monthly in arrears.

3.7 Jenny Internet shall be entitled from time to time on 30 (thirty) days prior written notice thereof to Customer to increase the monthly fees referred to in the Service Schedule, provided that:

3.7.1 Jenny Internet shall not be entitled to increase the monthly fees during the first 1 (one) year of this Agreement; and

3.7.2 Jenny Internet shall not increase the fees on more than one occasion in any subsequent 12 (twelve) months period of this Agreement.

## 4. Customer's Obligations

4.1 Customer shall comply strictly with all restrictions imposed on computer networks through which any information and/or data transmitted by Customer passes.

4.2 Customer shall not commit nor attempt to commit any act or omission which directly or indirectly:

4.2.1 damages in any way Jenny Internet' technical infrastructure or any part thereof;

4.2.2 impairs or precludes Jenny Internet from being able to provide the Service/s in a reasonable and businesslike manner;

4.2.3 constitutes an abuse or malicious misuse of the Service/s;  
Or is calculated to have the above mentioned effect.

In such an event, should Jenny Internet incur expenses to remedy the situation, Jenny Internet reserves the right to charge the Customer the amount necessary to cover Jenny Internet' additional expenditure. Notwithstanding the above, Jenny Internet reserves the right to take any other appropriate action it may deem necessary to remedy the situation.

4.3 Customer is prohibited from modifying any equipment (including but not limited to router equipment) utilised by Customer to receive any of the Service/s, in any way whatsoever, including the changing of any of the settings of such equipment.

4.4 Customer shall at all times adhere to and ensure compliance with the Customer Support Schedule.

4.5 Under no circumstances may Customer resile from this Agreement or withhold or defer payment or be entitled to a reduction in any charge or have any other right or remedy against Jenny Internet, its servants, its agents or any other persons for whom it may be liable in law (and in whose favour this provision constitutes a stipulation alteri) if Jenny Internet interrupts the Service to Customer as it would be entitled to do if Customer is in default of any of its obligations under this Agreement to Jenny Internet or in the circumstances contemplated in clause 6.4 below.

4.6 Customer may not at any time use the Service in contravention of any South African law. In particular, Customer undertakes to familiarize itself and ensure that it is kept continuously apprised of all South African law in force from time to time which has any bearing on the Service and/or its use. Customer acknowledges that Jenny Internet has no obligation to assist Customer in this regard.

## 5. Warranties

5.1 Save as expressly set out in this Agreement, Jenny Internet does not make any representations nor gives any warranties or guarantees of any nature whatsoever in respect of the Service/s and all warranties which are implied or residual at common law are hereby expressly excluded.

5.2 Without limitation to the generality of 5.1 above, Jenny Internet does not warrant or guarantee that the information transmitted by or available to Customer by way of the Service/s:

5.2.1 will be preserved or sustained in its entirety;

5.2.2 will be delivered to any or all of the intended recipients;

5.2.3 will be suitable for any purpose;

5.2.4 will be free of inaccuracies or defects or bugs or viruses of any kind; or

5.2.5 will be secured against intrusion by unauthorised third parties;

And Jenny Internet assumes no liability, responsibility or obligations in regard to any of the exclusions set forth in this clause 5.

## 6. Exclusion Of Liability

6.1 Except as otherwise expressly provided herein to the contrary, Jenny Internet shall not be liable to Customer or any third party for any loss or damage of whatsoever nature and/or howsoever arising (including consequential or incidental loss or damage which shall include but shall not be limited to loss of property or of profit, business, goodwill, revenue, data or anticipated savings) or for any costs, claims or demands of any nature whether asserted against Jenny Internet or against Customer by any party, arising directly or indirectly out of the Service/s, their use, access, withdrawal or suspension or out of any information or materials provided or not provided, as the case may be.

6.2 Subject to clause 6.1 above, the entire liability of Jenny Internet and Customer's exclusive remedy for damages from any cause related to or arising out of this Agreement, regardless of the form of action, whether in contract or in delict, will not exceed the aggregate of the fees and charges paid by Customer under this Agreement for the period of 12 (twelve) months preceding Customer's written notice to Jenny Internet in respect of such claim.

6.3 Customer hereby indemnifies Jenny Internet against and holds Jenny Internet harmless from any claim by any third party arising directly or indirectly out of access to or use of the Service/s or information obtained through the use thereof or in respect of any matter for which liability of Jenny Internet is excluded in terms of clause 6.1 above.

6.4 Because of the need to conduct maintenance, repair and/or improvement work from time to time on the technical infrastructure by means of which the Services are provided, the provision of the Services may be suspended from time to time, and all liability on the part of Jenny Internet of any loss or damage (whether direct or consequential) thereby incurred or for any costs, claims, or demands of any nature arising there from, is excluded, and the provisions of clause 6.1 above shall apply mutatis mutandis to such exclusion. Should the provision of the Service/s be suspended by Jenny Internet for the purpose aforementioned for a period in excess of 48 (forty eight) consecutive hours, Jenny Internet shall give Customer credit in an amount which represents a pro rata portion of Customer's basic monthly subscription fee for the month during which the said suspension occurred.

6.5 Where the Service/s provided include Hosting Services, then, notwithstanding anything to the contrary contained in this Agreement, Jenny Internet reserves the right in its absolute discretion and after the receipt by Jenny Internet of any complaint from any governmental department, or any other third party (including but not limited to any Internet industry body or any other organisation) that Customer's web site contains information that infringes against any third party's rights in terms of the Constitution of the Republic of South Africa, the Electronic Communications and Transactions Act, any other legislative enactment or regulation in force from time to time, or is defamatory in nature, to immediately give written notice to Customer of Jenny Internet' intention to remove the offending information or any portion thereof from Customer's web site. Should such offending information not be removed from the web site by Customer within 24 hours of written notice to that effect, Jenny Internet shall be entitled to immediately remove the offending information or any portion thereof from Customer's web site, or where it is not possible to remove such content, to terminate the Hosting Services of such Customer. Any removal or termination by Jenny Internet shall in no way constitute a breach by Jenny Internet of this Agreement.

## 7. Documentation

Any specifications, descriptive matter, drawings and other documents which may be furnished by Jenny Internet to Customer from time to time:

7.1 do not form part of this Agreement and may not be relied upon, unless they are agreed in writing by both parties hereto to form part of this Agreement;

7.2 shall remain the property of Jenny Internet and shall be deemed to have been imparted by it in trust to Customer for the sole use of Customer. All copyright in such documents vests in Jenny Internet. Such documents shall be returned to Jenny Internet on demand.

## 8. Breach

8.1 Subject to the provisions of clause 8.3 to the contrary, if Customer hereto:

8.1.1 breaches any of the terms or conditions of this Agreement and fails to remedy such breach or pay such amount, as the case may be, within 7 (seven) days after the receipt of written notice from Jenny Internet;

8.1.2 commits any act of insolvency;

8.1.3 endeavours to compromise generally with its creditors or does or causes anything to be done which may prejudice Jenny Internet' rights hereunder or at all;

8.1.4 allows any judgement against it to remain unsettled for more than 10 (ten) days without taking immediate steps to have it rescinded and successfully prosecuting the application for rescission to its final end; or

8.1.5 is placed in liquidation or under judicial management (in either case, whether provisionally or finally) or, being an individual, his estate is sequestrated or voluntarily surrendered;

Jenny Internet shall have the right, without prejudice to any other right which it may have against Customer, to:

a) suspend or terminate the Services;

b) treat as immediately due and payable all outstanding amounts which would otherwise become due and payable over the unexpired period of the Agreement, and to claim such amounts as well as any other amounts in arrears including interest and to cease performance of its obligations hereunder as well as under any other contract with the Customer until Customer has remedied the breach; and/or

c) cancel this Agreement; in any event without prejudice to Jenny Internet' right to claim damages.

8.2 Customer shall be liable for all costs incurred by Jenny Internet in the recovery of any amounts or the enforcement of any rights which it has hereunder, including collection charges and costs on an attorney and own client scale whether incurred prior to or during the institution of legal proceedings or if judgement has been granted, in connection with the satisfaction or enforcement of such judgement.

8.3 Subject to what is set out in Clause 8.1.1 above, Jenny Internet shall be entitled to suspend the provision of the Services where Customer breaches any provision of this Agreement or where any payment to Jenny Internet is overdue by more than 30 (thirty) days.

## 9. Intellectual Property

9.1 Notwithstanding anything set out in Clause 10 below, all Jenny Internet intellectual property (including, without limitation, copyright, trade marks, designs and patents) relating to or used in connection with the Service/s provided under this Agreement shall belong to Jenny Internet. Customer undertakes that it shall at

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no time, have any right, title or interest in the intellectual property and agrees that it shall not (or permit any third party to) reverse engineer, decompile, modify or tamper with the equipment or software owned by Jenny Internet, or any of its third party suppliers. Jenny Internet shall notwithstanding anything to the contrary, have no right, title or interest in any intellectual property that belongs to the Customer and/or that the Customer has the lawful entitlement to.

9.2 Customer warrants that it shall not use the Service/s to produce, host or present any content in contravention of any person's intellectual property rights, and in particular warrants that it shall recognize, acknowledge and use any content in accordance with any third party's intellectual property rights. Customer furthermore warrants that it has received all necessary permissions to make use of any intellectual property relating to 3rd parties.

## 10. Protection Of Proprietary Information

10.1 Each party will keep in confidence and protect Proprietary Information from disclosure to third parties and restrict its use to that which is provided for in this Agreement.

Either party acknowledges that unauthorised disclosure or use of Proprietary Information may cause substantial economic loss.

All printed materials, containing Proprietary Information will be marked with "Proprietary" or "Confidential", or in a manner which gives notice of its proprietary nature.

Proprietary Information shall not be copied, in whole or in part, except when essential for correcting, generating or modifying Proprietary Information for either party's authorized use. Each such copy, including its storage media, will be marked with all notices, which appear on the original.

10.2 Each party shall ensure that its employees comply with its obligations under this section 10.

10.3 This section 10 shall survive termination or cancellation of this Agreement.

10.4 This Agreement does not transfer to either party title to any intellectual property contained in any Proprietary Information of the other party

## 11. Cession

Customer shall not be entitled to cede or assign any rights and/or obligations which it may have in terms of this Agreement to any third party unless consented to in writing by Jenny Internet.

## 12. Lien

The parties agree that in the event of a breach of this Agreement by Customer which causes Jenny Internet to suffer damages of any nature whatsoever, Jenny Internet shall not be required to attach any of Customer's hardware in execution, and shall be entitled to retain a lien over such hardware in reduction of any debt due by Customer to Jenny Internet.

## 13. Force Majeure

13.1 Jenny Internet shall not be liable for non-performance under this Agreement to the extent to which the non-performance is caused by events or conditions beyond the control of Jenny Internet, provided that Jenny Internet makes all reasonable efforts to perform.

13.2 It is expressly recorded that for purposes of this clause the following shall be considered circumstances beyond the control of Jenny Internet and the force majeure provisions shall apply:-

13.2.1 a PSTS provider fault that affects the Service/s; and/or

13.2.2 the non-performance, inability to perform or delay in performance by the PSTS provider relating to the provisioning of equipment, services and/or facilities to Jenny Internet that affects the Service/s; and/or

13.2.3 acts or omissions of any government, government agency, provincial or local authority or similar authority, any laws or regulations having the force of law, civil strife, riots, insurrection, sabotage, acts of war or public enemy, illegal strikes, interruption of transport, lockouts, flood, storm or fire.

## 14. Governing Law And Jurisdiction

This Agreement will be governed by and construed in accordance with the laws of the Republic of South Africa and all disputes, actions and other matters relating thereto will be determined in accordance with South African law by a South African court having jurisdiction.

## 15. Domicilium Citandi Et Executandi

For all purposes, including but not by way of limitation, the giving of any notice, the making of any communication and the serving of any process, Customer chooses its domicilium citandi et executandi ("domicilium") at the physical address appearing on the application form to which these Standard Terms and Conditions are attached. Jenny Internet chooses its domicilium citandi et executandi ("domicilium") at 1 South Street, Volksrust, South Africa. Either party shall be entitled from time to time to vary its domicilium and shall be obliged to give notice to the other within ten (10) days of the said change. Any notice which either party may give to the other shall be posted by prepaid registered post or hand delivered to the other party's domicilium and shall be presumed, unless the contrary is proved by the party to whom it is addressed, to have been received by that party on the tenth (10th) day after the date of posting or on the day of delivery as the case may be.

## 16. General

16.1 No variation, amendment or consensual cancellation of this Agreement or any provision or term thereof or of any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this Agreement shall be binding unless recorded in a written document signed by a duly authorized representative from both Jenny Internet and Customer.

16.2 The parties acknowledge having read and understood this Agreement and are not entering into this Agreement on the basis of any representations not expressly set forth in it.

16.3 Neither party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein, whether it induced the Agreement between Customer and Jenny Internet or not.

16.4 No extension of time or waiver or relaxation of any of the provisions or terms of this Agreement, bill of exchange or other document issued or executed pursuant to or in terms of this Agreement, shall operate as an estoppel against either party hereto in respect of its right under this Agreement, nor shall it operate so as to preclude either of the parties thereafter from exercising its rights strictly in accordance with this Agreement.

16.5 In the event that any provision of this Agreement conflicts with any statute, ruling or order of any governmental or regulatory body from time to time, then such provision of this Agreement shall be controlled by the statute, ruling or order.

16.6 Should any of the terms and conditions of this Agreement be held to be invalid, unlawful or unenforceable, such terms and conditions will be severable from the remaining terms and conditions which will continue

to be valid and enforceable.

16.7 In the event of any expiration, termination or cancellation of this Agreement, provisions hereof which are intended to continue and survive shall so continue and survive. In particular, termination or cancellation of this Agreement shall not affect any rights or duties arising under it with respect to Proprietary Information as set out in

Clause 10 above.

16.8 The terms and conditions appearing in the Schedule(s) hereto, are hereby incorporated into the Agreement. In the event of any conflict between the Standard Terms and Conditions of this Agreement and those appearing in any Schedule/s hereto, these Standard Terms and Conditions shall prevail. In respect of any conflict in respect of pricing in the Agreement or the Schedules hereto, the costs set out in the Service Schedule shall prevail.

16.9 By purchasing this service you agree to our Acceptable Use Policy below or [http://www.jenny.co.za/?q=Acceptable\\_Use\\_Policy](http://www.jenny.co.za/?q=Acceptable_Use_Policy)

16.10 These terms and conditions, together with the Schedule(s), Annexures and attachments hereto, constitute the whole of the agreement between Jenny Internet and Customer relating to the subject matter hereof, notwithstanding anything in Customer's inquiry, specification, acceptance, order or other documentation or discussion to the contrary.

## 17. Jenny Internet Acceptable Use Policy

### 17.1 Introduction

Jenny Internet is committed to complying with legislation and ensuring all its customers have the ability to use its network and the Internet without interference or harassment from other users. Jenny Internet's Acceptable Use Policy is designed to help achieve these goals. By using any of Jenny Internet's services, customers agree to comply with this Acceptable Use Policy and to remain responsible for its users, where applicable. Jenny Internet reserves the right to change or modify the terms of the Acceptable Use Policy at any time, by posting an updated version on its website at <http://www.jenny.co.za/legaldocs/>. Customer's use of Jenny Internet's services after changes to the Acceptable Use Policy are posted shall constitute acceptance of any changed or additional terms.

### 17.2 Scope of the Acceptable Use Policy

The Acceptable Use Policy applies to Jenny Internet services that provide (or include) Internet services, including but not limited to, any service providing access to the Internet, hosting services (data/content hosting, server hosting, web hosting, e-mail services, etc) or any other services provided over the Internet or wireless data networks (collectively "IP Services").

### 17.3 Prohibited Activities

General Prohibitions: Jenny Internet prohibits use of the IP Services in any way that is: i) unlawful, incitement to commit criminal acts, harmful to or interferes with use of Jenny Internet's network or systems, or the network of any other provider; ii) interferes with the use or enjoyment of services received by others; iii) infringes intellectual property rights; iv) results in the publication of threatening or offensive material which is harmful, obscene, discriminatory, defamatory, constitutes hate speech; or v) constitutes abuse, a security risk or a violation of privacy. Failure to adhere to the rules, guidelines or agreements applicable to search engines, subscription web services, chat areas, bulletin boards, web pages, applications, or other services that are accessed via a link from a Jenny Internet-branded website or from a website that contains Jenny Internet - branded content is a violation of this Acceptable Use Policy.

Unlawful Activities: IP Services shall not be used in connection with any criminal, civil or administrative violation of any applicable local, provincial, national or international law, treaty, court orders, ordinance, regulation or administrative rules.

Violation of Intellectual Property Rights: IP Service(s) shall not be used to publish, submit/receive upload/download, post, use, copy or otherwise reproduce, transmit, re-transmit, distribute or store any content/material or to engage in any activity that infringes, misappropriates or otherwise violates the intellectual property rights or privacy or publicity rights of Jenny Internet or any individual, group or entity, including but not limited to any rights protected by any copyright, patent, trademark laws, trade secret, trade dress, right of privacy, right of publicity, moral rights or other intellectual property right now known or later recognized by statute, judicial decision or regulation.

Threatening Material or Content: IP Services shall not be used to host, post, transmit, or re-transmit any content or material (or to create a domain name or operate from a domain name), that harasses, or threatens the health or safety of others. In addition, for those IP Services that utilize Jenny Internet provided web or content hosting, Jenny Internet reserves the right to decline to provide such services if the content is determined by Jenny Internet to be obscene, indecent, hateful, malicious, racist, defamatory, fraudulent, libelous, treasonous, excessively violent or promoting the use of violence or otherwise harmful to others.

### 17.4 Spam/E-mail Abuse:

Spam/E-mail abuse is prohibited using IP Services. Spam/E-mail abuse shall include, but are not limited to, the following activities:

- sending multiple unsolicited electronic mail messages or "mail-bombing" to one or more recipient;
- sending unsolicited commercial e-mail, or unsolicited electronic messages directed primarily at the advertising or promotion of products or services;
- sending unsolicited electronic messages with petitions for signatures or requests for charitable donations, or sending any chain mail related materials;
- sending bulk electronic messages without identifying, within the message, a reasonable means of opting out from receiving additional messages from the sender;
- sending electronic messages, files or other transmissions that exceed contracted for capacity or that create the potential for disruption of the Jenny Internet network or of the networks with which Jenny Internet interconnects, by virtue of quantity, size or otherwise;
- using another site's mail server to relay mail without the express permission of that site;
- using another computer, without authorization, to send multiple e-mail messages or to retransmit e-mail messages for the purpose of misleading recipients as to the origin or to conduct any of the activities prohibited by this Acceptable Use Policy;
- using IP addresses that the Customer does not have a right to use;
- collecting the responses from unsolicited electronic messages;
- maintaining a site that is advertised via unsolicited electronic messages, regardless of the origin of the unsolicited electronic messages;
- sending messages that are harassing or malicious, or otherwise could reasonably be predicted to interfere with another party's quiet enjoyment of the IP Services or the Internet (e.g., through language, frequency, size or otherwise);

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- using distribution lists containing addresses that include those who have opted out;
- sending electronic messages that do not accurately identify the sender, the sender's return address, the e-mail address of origin, or other information contained in the subject line or header;
- falsifying packet header, sender, or user information whether in whole or in part to mask the identity of the sender, originator or point of origin;
- using redirect links in unsolicited commercial e-mail to advertise a website or service;
- posting a message to more than twenty (20) online forums or newsgroups, that could reasonably be expected to generate complaints;
- intercepting, redirecting or otherwise interfering or attempting to interfere with e-mail intended for third parties;
- knowingly deleting any author attributions, legal notices or proprietary designations or labels in a file that the user mails or sends;
- using, distributing, advertising, transmitting, or otherwise making available any software program, product, or service that is designed to violate this Acceptable Use Policy or the Acceptable Use Policy of any other Internet Service Provider, including, but not limited to, the facilitation of the means to spam.

## 17.5 Connectivity Services

- Jenny Internet reserves the right to establish policies, rules and limitations, from time to time, concerning the use of the IP Service. You must comply with any bandwidth, data storage and other limitations we may impose, in our reasonable discretion. Failure to comply with these rules will result in your service being restricted, suspended or terminated, in our reasonable discretion.
- We reserve the right to limit the number of emails that you may send in any given period or to limit the total message volume (amount of data) sent per hour.
- You may not resell any services, receive any charge or benefit for the use of any services or provide Internet access or any other feature of the services to any third party or in any other way exploit the service for any commercial purposes. For example, you cannot provide Internet access to others through a dial up, ADSL or other connection, host shell accounts over the Internet, provide e-mail or news services, or send a news feed. You may not run a server (including game servers) in connection with the services. You may not provide network services to others via the services. In addition, you are prohibited from running servers for mail, http, ftp, irc and multi-user interactive forums. You may not share your services.
- You may not restrict, inhibit or interfere with the ability of any person to access, use or enjoy the Internet or the any services, or create an unusually large burden on our network, including, without limitation, continuously uploading or downloading streaming video or audio; continuous FTP uploading or downloading, or otherwise generating levels of traffic sufficient to impede others' ability to send or retrieve information, or to use the services in an abusive manner in connection with any unlimited packages, options or promotions.
- We reserve the right to establish policies, rules and limitations, from time to time, concerning the use of any service. You must comply with any bandwidth, data storage and other limitations we may impose, in our reasonable discretion. Failure to comply with these rules will result in your service being restricted, suspended or terminated, in our reasonable discretion.
- We will manage bandwidth usage to the best of our ability during peak periods, however, it remains a best effort service.
- We reserve the right to manage our network in order to optimize its efficiency for the benefit of all our subscribers, including, without limitation, by way of the following: rate limiting (speed), rejection or removal of spam or otherwise unsolicited bulk e-mail, anti-virus mechanisms, protocol filtering and imposing restrictions on your use. We may take any other action we deem appropriate in order to help ensure the integrity of the network experience for all subscribers, including limiting your data traffic by controlling your network and/or bandwidth usage.
- You may not use service for unattended automated operation, unless otherwise agreed. You may stay connected as long as you are actively using that connection. You further agree not to use Internet applications for the purpose of simulating network activity to avoid session inactivity disconnection.
- We do not make any express or implied representations, warranties or guarantees regarding the availability, accuracy, reliability, timeliness, quality or security of any services.
- We are committed to provide you with uninterrupted services. However, we cannot guarantee that service and the allocated capacity will always be available.
- We can terminate the service at any time if we decide to discontinue the service offering for any reason whatsoever, without any further liability to you.

## 17.6 Security Violations

Customers are responsible for ensuring and maintaining security of their systems and the machines that connect to and use IP Service(s), including implementation of necessary patches and operating system updates. IP Services may not be used to interfere with, gain unauthorized access to, or otherwise violate the security of Jenny Internet's (or another party's) server, network, network access, personal computer or control devices, software or data, or other system, or to attempt to do any of the foregoing. System or network security violations shall include, but are not limited to:

- unauthorized monitoring, scanning or probing of network or system or any other action aimed at the unauthorized interception of data or harvesting of e-mail addresses;
- hacking, attacking, gaining access to, breaching, circumventing or testing the vulnerability of the user authentication or security of any host, network, server, personal computer, network access and control devices, software or data without express authorization of the owner of the system or network;
- impersonating others or secretly or deceptively obtaining personal information of third parties (phishing, etc.);
- using any program, file, script, command or transmission of any message or content of any kind, designed to interfere with a terminal session, the access to or use of the Internet or any other means of communication;
- distributing or using tools designed to compromise security (including but not limited to SNMP tools), including cracking tools, password guessing programs, packet sniffers or network probing tools (except in the case of authorized legitimate network security operations);
- knowingly uploading or distributing files that contain viruses, spyware, Trojan horses, worms, time bombs, cancel bots, corrupted files, root kits or any other similar software or programs that may damage the operation of another's computer, network system or other property, or be used to engage in modem or system hi-jacking;
- engaging in the transmission of pirated software;
- using manual or automated means to avoid any use limitations placed on the IP Services;
- providing guidance, information or assistance with respect to causing damage or security breach to Jenny Internet's network or systems, or to the network of any other IP Service provider;
- failure to take reasonable security precautions to help prevent violation(s) of this Acceptable Use Policy.

## 17.7 Customer Responsibilities

Customers remain solely and fully responsible for the content of any material posted, hosted, downloaded/uploaded, created, accessed or transmitted using the IP Services.

Jenny Internet has no responsibility for any material created on the Jenny Internet's network or accessible using IP Services, including content provided on third-party, websites linked to the Jenny Internet network. Such third-party website links are provided as Internet navigation tools for informational purposes only, and do not constitute in any way an endorsement by Jenny Internet of the content(s) of such sites.

Customers are responsible for taking prompt corrective action(s) to remedy a violation of Acceptable Use Policy and to help prevent similar future violations.

Acceptable Use Policy Enforcement and Notice

Customer's failure to observe the guidelines set forth in this Acceptable Use Policy will be regarded as a material breach and may result in Jenny Internet taking actions, which may either be a warning, a suspension or termination of Customer's services. When reasonably possible, Jenny Internet may provide Customer with a notice of an Acceptable Use Policy violation allowing the Customer to promptly correct such violation.

If the IP Services are used in a way that we, in our reasonable discretion, believe violates this Acceptable Use Policy or any of our rules or limitations, we may take any responsive actions we deem 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 services or your account.

Should you engage in any one or more of the above activities, which shall be determined in Jenny Internet's reasonable discretion and which decision shall be final, then Jenny Internet shall be entitled, without prejudice to any other rights it may have, to take any responsive action we deem appropriate, such actions may include, without limitation:

- without notice, temporary or permanent limitation, restriction or suspension of your access to the IP Service concerned;
- terminate all agreements with you with immediate effect;
- bill you for any costs incurred by Jenny Internet as a result of the offending activity, including (without being limited to) bandwidth used, administration costs, downtime, usage of Jenny Internet's name or registered domain names and CPU cycles; and
- disclose information relating to the offending activity as may be required under the circumstances.

Jenny Internet has no obligation to monitor content of any materials distributed or accessed using the IP Services. However, Jenny Internet may monitor content of any such materials as necessary to comply with applicable laws, regulations or other governmental or judicial requests; or to protect the Jenny Internet network and its customers.

17.8 Incident Reporting

Any complaints (other than claims of copyright or trademark infringement) regarding violation of this Acceptable Use Policy by an Jenny Internet Customer (or its user) should be directed to abuse@jenny.co.za, include details that would assist Jenny Internet in investigating and resolving such complaint.

## Authorized Signature

Date

YYYY/MM/DD

## 6. Office Use

Dealer Code

Store Name

Jenny Internet (Pty) Ltd

www.Jenny.co.za | 087 170 0000 | sales@jenny.co.za

90 Oxford Street, Ferndale, Randburg, Gauteng | P.O Box 21214 Newcastle 2940

Reg #: 2018/324778/07 | Vat #: 409 0234 115

Individual Electronics Communications Service License: 0286/IECS/MAR/09 | Individual Electronics Communications Network License: 0286/IECNS/MAR/09

