



6 JULY

*Terms and conditions for the use of the G-Connect products;
Customers accept these T&C with the use of the service.*

G-CONNECT TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR CUSTOMERS' ON-LINE ACCOUNTS, PURCHASES AND USE OF G-CONNECT AND RELATED BROADBAND SERVICES

INTRODUCTION

The WirelessG™ convergence platform offers a single branded on-line account to facilitate the user's near-seamless access via Wi-Fi and GPRS/3G/HSDPA (mobile data network); the facility of purchasing hardware items relevant to those services, and access to the G-Connect™ branded connection manager software suite which facilitates the user's use of his or her single account to (i) use the service; (ii) purchase data in any of the broadband technologies made available through the WirelessG platform; and (iii) pay for hardware the purchases.

Tsamma Comms (Pty) Ltd trades - and is referred to herein - as "WirelessG". It is registered in the Republic of South Africa (RSA) with the company registration number 2004 / 017128 / 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, RSA, and sources Wi-Fi Hotspot access through Wireless Hotspot (Pty) Ltd which is registered in the RSA with the company registration number 2002/017585/07 and also has its principal place of business at the latter address. Both companies are wholly-owned subsidiaries of G-Mobile Holdings Ltd, a public company, which rightfully owns "WirelessG™".

The WirelessG platform and each Wi-Fi Hotspot/electronic communications device integrated to it constitute a conduit for electronic communications or data traffic routed through it and any of the WirelessG-provided, -accessed or -controlled systems, devices, hardware and software. Through these a user of the service can 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).

The name G-Connect is a trade marketed name established by WirelessG to refer to a variety of products. The name G-Connect and referral to this name can be amended as per WirelessG's sole discretion and implemented at any time.

TERMS AND CONDITIONS APPLY

These Terms and Conditions govern the User's (i) accessing and use of any WirelessG service including any WirelessG\ WirelessG-integrated Wi-Fi Hotspot; (ii) acquisition, downloading and use of the G-Connect™ convergence-manager; (iii) purchasing and use of data/access made available through WirelessG' Platform; (iv) opening of an on-line WirelessG account; (v) on-line purchasing of hardware and its supply/delivery to User; and (vi) payment for such purchases, data, access and services on the WirelessG Platform.

The WirelessG on-line account enables a user to access the many networks and services available\accessible through the WirelessG Platform through which WirelessG makes available for the user's use on its Websites ('Website' or 'site(s)') information, documents, software and products (collectively 'materials') and various services offered by WirelessG (each a 'service' and collectively 'services'). All of these are subject to the terms and conditions herein ("Terms and Conditions").

Every third-party or other electronic communications\on-line service utilised through the WirelessG Platform is subject to its provider's own terms and conditions with which each user thereof must comply. These Terms and Conditions neither replace\ supersede any such other service-provider's terms and conditions nor affect\limit any obligation thereunder.

IF YOU AS USER DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS HEREIN, YOU MUST NOT ACCESS OR USE THE SITE, MATERIALS OR ANY OF THE SERVICES. BY ACCESSING OR USING THIS SITE, WHICH INCLUDES YOUR ACCESS TO, OR USE OF, ANY MATERIALS OR SERVICES, YOU – THE USER – AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS EVEN IF YOU HAVE NOT OTHERWISE EXPRESSLY ACCEPTED THEM.

Your transactions with WirelessG have effect at its principal place of business in Centurion, RSA, where every acceptance of these Terms and Conditions is received by WirelessG and where all contracts, rights and obligations relating to or involving these Terms and Conditions arise. For purposes of clarification and without in any way limiting the ambit of these Terms and Conditions you, the user, accept that (i) the Wi-Fi and other access, materials and services subject to these Terms and Conditions are provided by Tsamma Telecoms (Pty) Ltd trading as WirelessG ("WirelessG"); and (ii) the Terms and Conditions constitute an agreement between you ("the User") and WirelessG when you accept them explicitly or otherwise register for or use its service.

In the event of WirelessG coming to maintain different language versions of the Website and there then being an inconsistency between the English version of WirelessG's Terms and Conditions, Privacy Policy or other of WirelessG's document on the Website and any other language version thereof, the English version shall prevail.

A violation of these Terms and Conditions may result in termination of your on-line WirelessG account, other service and/or access to the Internet. Such termination may be with or without notice in accordance with these Terms and Conditions which are deemed to include the terms and conditions applicable to any other service's access, site or service which you have accessed, entered or used.



THE TERMS AND CONDITIONS GOVERN ALL TRANSACTIONS

The Terms and Conditions govern and apply on an on-going basis to every transaction made on or through the WirelessG Platform.

Debit order terms and conditions

The customer can opt to use Debit Order as a payment method for purchasing a G-Connect product.

The customer will provide its details and ID number online and submit such a request. WirelessG will verify the information (as far as possible) and approve or reject the request at its sole discretion.

The customer warrants that the information is true and correct and that a valid South African Identity document was uploaded. The customer provides this information at its own risk; WirelessG will safeguard same as far as possible but provide no guarantee that the information will not be obtained by third parties. WirelessG will make the information available to institutions for verification purposes should same be required.

Product will not be available on request but on approval of the Debit Order request, the service and/or bundle will be allocated and available to customer immediately.

The customer must select if he/she wishes the Debit Order to go off on the 1st of the 15th of every month;

The customer must allow seven (7) days for request to be attended to;

If the customer requests a Debit Order payment between the:

- 1st and the 8th of a month, the Debit Order will go off on the 15th of that month (unless the 1st day of the month was selected, the it will go off on the 1st of the following month);
- 9th and 22nd of the month, will go off on the 1st of the following month; (unless the 15th day of the month was selected, then it will go off on the 15th day of the following month);
- 23rd and last day of the month, will go off on the 15th of the following month (unless the 1st day of the month was selected, the it will go off on the 1st of the following month).

Due to the fact that the product will be available immediately on approval but debit order runs will only take place as stipulated here above, the first debit order may require a double payment to be requested (for the first month only); the customer take note of this and will ensure that sufficient funds are available to accommodate same.

The customer will always ensure that sufficient funds are available for the Debit Order to be executed successfully.

WirelessG may block and/or disable account/s if a Debit Order fails;

WirelessG reserves the right to use monies available in the customer's G-Connect account to reimburse WirelessG for a failed debit order (including reasonable penalty fees incurred with banks).

WirelessG can re-enable the customer's account on receipt of proof of payment;

If Debit order fails, WG may present same again to Financial Institution without additional prior approval of client, including bank and/or alternative fees payable by WirelessG for representation.

THE TERMS AND CONDITIONS ARE SUBJECT TO APPLICABLE LAWS

These Terms and Conditions and every transaction as well as the use of data, other access or service through the WirelessG Platform or any on-line purchase made on it (i) are subject to the laws of the RSA as well as those separate terms and conditions which apply in respect of the each purchase made as well as the accessing and use of (a) the particular service; (b) each particular Wi-Fi hotspot/electronic communications facility accessed; (c) each particular Internet Service (IS) used; and (d) any other electronic or telecommunications service accessed through the use of the WirelessG Platform; a hotspot and / or an IS; and (ii) may be subject to the laws of other countries especially when a User engages in international roaming.

These Terms and Conditions cannot be all-inclusively framed. You, the User must consequently – when using WirelessG's service – carefully note and comply with the Terms and Conditions' content AND the terms and conditions of other providers' services which access especially in so far as they relate to, among others, (i) the products available; (ii) the payment facilities available to Users; and (iii) the "do's" and "don'ts" of the use of electronic communications such as the Internet including those relating to any form of Internet posting; account and network security; e-mails; protection of network performance, and (iv) prohibited activities.

SERVICE PROVISION

Usage: The services offered on the WirelessG Website are provided to you exclusively as an individual user for your personal, individual business (for example, private banking/personal accounts) and professional (for example, private academic studies) use.

Any data, access or service purchased by you is for your own use which includes accessing the Internet through any national or international Wi-Fi hotspot accessible through or from the WirelessG Platform.

You may not to re-sell, transfer or charge for any service; any materials or software provided; any data purchased, or any on-line WirelessG account to any other person or entity for any purpose whatsoever without WirelessG's prior written permission to do so.



You are further not to use any access or service for auto-dialling, continuous\ extensive call-forwarding, telemarketing, or for spam by means of fax broadcasting or fax blasting.

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

Pre-Payment: WirelessG provides Internet\ other access, data, facilities and other services ONLY (i) on a pre-payment basis; and (ii) when an on-line account has been opened with WirelessG.

WirelessG provides the hardware shown on the WirelessG Storefront ONLY (i) on a pre-payment basis; and (ii) when the total cost of the purchase and, if required, its courier-delivery have been paid through the on-line WirelessG account.

Value-Added Tax (VAT): All prices include the prescribed value-added tax (VAT).

Hardware Prices: These prices are shown on the storefront and are valid at the time and date of the purchase only. WirelessG may change the price of any such hardware on the Storefront Menu at any time and may do so prospectively but not retrospectively.

Data Charges: The prices shown in respect of data usage\ access are valid as at the time and date of the use of that data\ access. WirelessG may change the price of such data\access at any time and may do so prospectively but not retrospectively to its usage.

Price Changes: Each changed price shall apply with effect from the time and date that it is published on the Storefront Menu. Discrepancies may occur for the first few minutes after time frames switch over from one rate to the next, causing the end user to be billed on the previous rate. In order to avoid same, please initiate connection within the new time frame.

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G-Connect™ Convergence\Connection Manager: The WirelessG-provided multi-media access and the use of such data either within the RSA for international roaming to venues outside the RSA or outside the RSA for international roaming to venues within the RSA require the installation of the WirelessG G-Connect™ convergence\connection manager (CM) to operate optimally.

EVERY USER IS ADVISED TO INSTALL THE CM BEFORE USING THE “PAY-AS-YOU-SURF” ACCOUNT\ANY SERVICE ACCESSIBLE THROUGH IT.

ON-LINE ACCOUNT

General: The WirelessG on-line “Pay-As-You-Surf™” account is a pre-paid rand-denominated virtual account\facility which is provided by the WirelessG and enables the User to (i) access the Internet for both local (that is, within South Africa only) or International (whether into or out from South Africa) roaming; (ii) purchase hardware offered on the Storefront Menu; and (iii) do so only whilst and then to the extent that the account is in credit.

No purchase or roaming can take place once that rand-denominated credit balance has been exhausted. The User must top-up or recharge the funds in the account from time to time if he or she wishes to continue using it.

On Demand Payment

In relation to normal top-ups and priority pass purchases only, a user may opt to authorize WirelessG and its credit-card payment verification agent to repeat the same transaction at the intervals and on the number of occasions specified by the user within the ambit of the following business rules:

Automated Top-Up

The user determines the type and monetary value top-up of his/her automated on-line account top-ups or the bundle to be used for the automated process.

The user chooses the number of times that the automated top-up is to be repeated at the same value.

The user chooses only one (1) of the following as the point at which the user’s automated top-up is to be done:

- when the user’s on-line account only has R30 left; OR
- when the user’s online account only has R10 left; OR
- when the user’s account has been depleted; OR
- on a specific date each month.

Where the R 30 or R 10 limit has been chosen, user will be notified thereof by e-mail IF user is not then engaged in an active session. In the latter event the e-mail will be sent after the active session has ended.

Automated Priority Pass

The user determines the type and monetary value top-up of his/her automated on-line account top-ups or the bundle to be used for the automated process.

The user chooses the number of times that the automated top-up is to be repeated at the same value.

The user chooses only one (1) of the following as the point at which the user’s automated top-up is to be done:



- when the user's priority pass has been depleted; OR
- when the user's priority pass has expired; OR
- on a specific date each month.

In either event the end user will be able to use the normal payment methods if required.

Denomination of Account: The account's balance is denominated in and reflected as South African Rand (ZAR).

Opening\Top-Up Amount: A minimum and maximum opening deposit and any top-up or re-charge amount of the "Pay-As-You-Surf" on-line account may be set by G-Connect; voucher's denominations may be changed as per G-Connect's sole discretion; Both of the abovementioned changes will be reflected in a timely fashion on the G-Connect Storefront.

Debits: The credit balance on each User's on-line account will be reduced by (i) the price and any courier-delivery and related charges in respect of each item of hardware purchased on-line; and (ii) the data \ access used in which case the charge-rates will vary in relation to the type of medium selected\used therefor.

Period of Activity: Each User's "Pay-As-You-Surf" on-line account will remain active and capable of being topped-up\ re-charged for as long as (i) the User has not used WirelessG's services to the full value of the amount paid as an advance for the provision thereof; 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) the User's service has not been terminated in terms of these or any other applicable Terms and Conditions including the exceeding of the fair usage policy average of a maximum 1 (one) session for every 20 Wi-Fi data minutes used for international roaming **if** this policy is enforced in varied or future Terms and Conditions.

Automatic Termination: When a User's "Pay-As-You-Surf" 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 transaction (whether session or purchase) thereon, that account will automatically be closed.

DATA PROVISION

Data Options and Charges: The G-Connect™ Broadband options available and the unit (per Minute\per Megabyte) charges therefor are set out in the Storefront Menu in accordance with the categories reflected in the table below:

Choice of Medium Determines Cost: The User's choice of medium determines the cost-rate at which his or her on-line-account will be debited.

Know Data Characteristics and Limitations: When concluding each separate on-line transaction, the User refers to the Storefront Menu and chooses the particular data-type he or she wishes to use on a pre-payment basis. Each User must note that: (i) Bandwidth-based (per Megabyte – MB) data is for use within the RSA only and provides Internet access within the RSA only. (ii) All data access to which a per-Megabyte rate applies is measured in units, where each unit equals 1 byte of traffic (whether uploaded or downloaded) rounded up to the next higher full byte. In respect of User's Rand-denominated "Pay-As-You-Surf" account the measured bytes of traffic will be rounded up to the nearest full R 0.01 (one cent) to permit the balance to be shown in South African Rand. (iii) There is otherwise no minimum transaction charge for bandwidth-based data usage. (iv) In the case of session- or time-based access, the data used therefor is paid for per Minute. (iv) Local session-based access data is cheaper per unit than local bandwidth-based data. (v) Data for local session-based access is ONLY FOR USE by Users for local roaming inside/within the RSA's borders AND DOES NOT PERMIT INTERNATIONAL ROAMING. (v) Local session-based access data's utilisation is measured in units, where each unit equals 1 minute. Any portion of a minute will be rounded up to the next complete minute and charged at the indicated per Minute rate subject to a minimum charge/deduction of 1 (one) minute per connection, i.e. all access for which WirelessG provides authenticated approval shall incur a minimum of a one-minute deduction/charge. (vi) International Wi-Fi session-based data is for use by Users at all integrated Hotspots irrespective of whether the Hotspots are situated inside or outside the RSA borders and permits international roaming. (vii) International Wi-Fi session-based data's utilisation for access is measured in units, where each unit equals 1 minute. Any portion of a minute will be rounded up to the next complete minute and charged at the indicated per Minute rate. (vii) WHEN A USER SELECTS SESSION-BASED INTERNATIONAL WI-FI AS HIS OR HER MEDIUM OF CHOICE AND THEN USES IT AT A VENUE WITHIN THE RSA TO COMMUNICATE WITH VENUES WITHIN THE RSA (FOR LOCAL ROAMING) THE ACCESS WILL BE PAID FOR AT THE INTERNATIONAL PER MINUTE RATE AS IF INTERNATIONAL ROAMING/USAGE HAS TAKEN PLACE. USERS ARE ADVISED NOT TO DO SO.

International Roaming: International roaming takes place whenever roaming requires authentication by a platform of a service provider outside the RSA. This takes place when a user e.g. roams from a point within the RSA to a point outside the RSA or – vice versa – from a point outside the RSA to a point within the RSA.

HARDWARE AND SIM CARD PROVISION

Hardware Options and Prices: The G-Connect™ Storefront Menu specifies each hardware option available by means of its product name; description; and its per-unit purchase price.

EVERY USER CONTEMPLATING A PURCHASE OF HARDWARE IS ENJOINED TO ENSURE THAT HE OR SHE IS CERTAIN AS TO WHAT IS TO BE PURCHASED AND THE PURPOSE FOR WHICH THE PURCHASED PRODUCT IS TO BE USED AND - IF UNCERTAIN – TO TAKE ADVICE FROM A KNOWLEDGEABLE PERSON.

SIM CARD Option and Charges: The G-Connect™ Storefront Menu specifies the available SIM card option and the ANNUAL FEE to be charged for the possession and use thereof by its on-line acquirer.



EVERY USER CONTEMPLATING THE ACQUISITION OF A SIM CARD IS ENJOINED TO ENSURE THAT HE OR SHE IS CERTAIN AS TO WHAT IS TO BE ACQUIRED AND THE PURPOSE FOR WHICH THE SIM CARD IS TO BE USED AND - IF UNCERTAIN – TO TAKE ADVICE FROM A KNOWLEDGEABLE PERSON.

Delivery Options: If you select one of the courier delivery options you will be debited for the courier and related charges.

Courier: Courier services are provided by Berco Express (Pty) Ltd (“Berco”) which has company registration number 1998/011447/07; VAT registration number 4300179894, and its principal place of business at 1 Quark Crescent, Linbro Park, Sandton, Gauteng Province, RSA.

Authority to Pay Courier: Your selection of a courier delivery option constitutes your authority to WirelessG to debit the concomitant cost to your on-line account and to remit payment to Berco.

Calculation of Courier and Related Charges: The courier and related charges are (i) calculated and provided - via the WirelessG Platform - by Berco through its API; and (ii) dependant on the information which you provide including your contact details and the address at which Berco is to deliver your purchase.

Delivery Time: Any time given by WirelessG for delivery shall be an estimate only and shall not be binding on it. As a business goal, WirelessG would like to see local deliveries effected within 2 (two) business days of the day on which the order was accepted by it and fully paid.

Limited Warranty: WirelessG warrants that the acquired product (hardware item or SIM card) is free from defects in materials and workmanship. The warranty accrues in favour of the original acquirer only; is not transferrable, and is valid for a period of twelve (12) months calculated from the date of the product’s delivery which time period will not exceed the time period warranty provided by the Supplier to G-Connect. The terms of this limited warranty are:

Subject to the acquirer’s delivering the item (“carry in warranty”) to which the warranty applies WirelessG’s sole obligation under the warranty is to either repair or replace the product at no charge, or to credit purchaser’s account for the value of the defective product, at WirelessG’s sole discretion.

The WARRANTY DOES NOT APPLY if the product (i) was not acquired from WirelessG; (ii) has been altered or worked on in any way; (iii) has not been used in accordance with the manufacturer’s instructions for its use; or (iv) has been used for any purpose for which it was not intended.

The WARRANTY DOES NOT COVER (i) damage occasioned by wear and tear, external causes (without limitation and including, for example, power surges, electrical shortages, accidents, neglect, misuse, alteration, changes or attempted repair) ; operation beyond capacity, parts damaged by improper installation or use, substitution of parts not approved by WirelessG, or any other alteration or repair by any party other than WirelessG which, in WirelessG’s judgment, materially or adversely affects the product or part it; or (ii) injury occasioned by the product’s use.

THERE IS NO GUARANTEE THAT USE OF THIS PRODUCT WILL NOT CAUSE INJURY.

The WARRANTY EXCLUDES LIABILITY for any personal injury, property damage, or special, incidental, or consequential damages arising out of, related, or incident to use of this product, even if WirelessG has been advised of the possibility of such potential loss or damage, unless national law otherwise precludes this exclusion.

This is the SOLE WARRANTY GIVEN BY WIRELESSG in respect of the hardware and SIM cards sold\provided by it.

Return Policy: You must inspect every order / purchase immediately upon its receipt. If any item is not that ordered or has been shipped in error, you must notify the WirelessG Customer Service Department thereof immediately and apply in writing for a Return Authorization Number which WirelessG may give upon its having verified the correct factual position to its satisfaction. WirelessG must be contacted and receive such notification within five (5) business days of the receipt of the goods.

Off-the-shelf (i.e. non-custom) products may be returned by the original purchaser\acquirer for credit or replacement at WirelessG’s sole discretion. No returns will be accepted without prior authorization. Please call Customer Service to obtain a Return Authorization Number which may be provided if WirelessG is prepared to grant such credit or replace the item. When returning a product for credit or replacement after having obtained a Return Authorization Number, you must provide both the original invoice number and the reason for wishing to return the item. Credit or replacement of goods is subject to the inspection and evaluation of the item and the reason for wishing to return the item, and is granted or declined at WirelessG’s sole discretion.

Altered, discontinued, or custom-made items are not returnable.

The WirelessG Customer Service Department may be contacted at Suite 3, Manhattan Office Park, 16 Pieter Street, Highveld Techno-Park, Centurion 0157; and +27 12 676 3001.

Risk: Subject to these Terms and Conditions, all risk in the product – whether hardware or SIM card – will be that of the purchaser from the time that the product is collected from WirelessG by the purchaser, the courier or other agent of the purchaser.



Indemnity by Purchaser: You – the purchaser/acquirer – hereby agree to indemnify, defend and hold WirelessG, its officers, directors, employees and agents 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 arising from or related to any of (i) your provision of any incorrect contact or delivery-address details relevant to the courier's delivery of your purchase; and (ii) the courier's courier and related charges which are incorrectly calculated and provided via the WirelessG Platform by the courier through its API.

Transfer of Ownership of Purchased Hardware: Ownership of the purchased product – other than a SIM card – pass to you, the purchaser at the time that the product is collected from WirelessG by the purchaser, the courier or other agent of the purchaser.

Transfer of Ownership of SIM Card and Number: WirelessG provisions SIM cards sourced from Vodacom Service Provider Company (Pty) Ltd (“Vodacom”) which is a limited liability company with registration number 1991/001471/07 and its principal place of business and registered office at Vodacom Corporate Park, Vodacom Boulevard, Midrand, 1685, Gauteng Province. The terms and conditions which apply to users using SIM cards provided by Vodacom Service Provider Company (Pty) Ltd are available on its website <http://www.vodacom.co.za> and are part of these Terms and Conditions. Unless and until those Vodacom terms and conditions are varied to prescribe otherwise, ownership of each SIM card provided to you – the User – by WirelessG as well as of any cellular number allocated to you on activation of the SIM card, shall vest in Vodacom Service Provider Company (Pty) Ltd and all its terms and conditions shall continue to apply and regulate important matters such as SIM-swaps; grey-listing; black-listing etc.

SIM Card Activation: On actual receipt of the SIM ordered you – the acquirer – must contact the WirelessG Customer Care Centre on +27 12 676 3001 to activate the SIM.

THE ACTIVATED SIM CARD MAY ONLY BE USED FOR THE UTILISATION OF THE WIRELESSG SERVICES PROVIDED FOR IN THESE TERMS AND CONDITIONS.

YOU – THE ACQUIRER – CONSEQUENTLY HEREBY AGREE THAT WIRELESSG MAY (i) DEBIT YOUR ON-LINE ACCOUNT FOR; AND (ii) INVOICE YOU FOR, ALL USAGE AND COSTS INCURRED BY THE USE OF THE SIM WHERE IT HAS BEEN USED WITHOUT AUTHORISATION VIA AND ON THE WIRELESSG PLATFORM.

PAYMENT

A customer or user may effect payments by means of a credit or debit card (both referred to herein as “credit card”) accepted by WirelessG or by means of Internet funds Transfer using the Secure Internet Deposit system provided by Setcom (Pty) Ltd which is a limited liability company with registration number 1998/019352/07 and its principal place of business and registered office at Sandhaven Office Park, 14 Pongola Crescent, Eastgate Extension 17, Sandton 2199, Gauteng Province.

Subject to these Terms and Conditions, any amount which you have pre-paid to WirelessG (i) will entitle you to use WirelessG's services - and will oblige WirelessG to provide those services to you – to the value of the amount that you have paid in advance with effect from the time that WirelessG is able to verify that the required deposit has in fact been made; and (ii) will entitle you to determine which of the WirelessG's services you will use and purchases you will make; 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 WirelessG; and (iii) becomes and is the property of WirelessG on its receipt by WirelessG; and (iv) as such will not be re-funded, repaid or reimbursed; and (v) will - in these circumstances and in accordance with the choice(s) made by you – effect your creation of a “Pay-As-You-Surf” on-line WirelessG account; reflect a topping up of that account by you, or permit a charge/cost incurred by you to be debited to that account.

To ensure that WirelessG 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 in advance for your, the User's, chosen transaction..

Subsequent to or during the signing-up process WirelessG may require you to submit additional documentation establishing or confirming necessary information, for instance, your identity, place of residence or place of business.

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

WirelessG may terminate your service at any time at its sole discretion if, without WirelessG's prior written consent, any actual payment 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 blocking, cancellation, reversal of actual payment, or other failure to honour or meet that payment will leave you FULLY LIABLE to WirelessG for and to pay (i) all amounts due to the WirelessG in respect of the transaction concluded by you and relevant to such non-payment; and (ii) all other charges which accrued to your account before its termination; and (iii) 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 (iv) all costs and charges incurred by WirelessG 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 (i) the publicly-quoted prime per-annum rate of interest ruling from time to time at which the Standard Bank of South Africa Limited lends monies on overdraft; and (ii) variable and may be varied without notice; and (iii) to be proved by way of a certificate signed by any employee of that bank; and (iv) unless otherwise specified herein payable on demand.



Any fraudulent action on your part to avoid payment will be prosecuted to the fullest extent of the law. If WirelessG suspects fraudulent use of your WirelessG account, it may - at its sole discretion - suspend\ terminate your WirelessG account without notice.

PRECAUTIONS TO BE TAKEN IN RESPECT OF USE

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 User must ensure that(i) his or her password, access code, account details, SIM particulars and transaction Passkey as well as his or her credit-card particulars and PIN number are kept confidential at all times; and (ii) no unauthorised person will be able to place an order, effect a purchase, or signify acceptance of these Terms and Conditions in User's name or use the User's credit-card; and (iii) he or she immediately reports the loss of his or her cellular or other non-fixed line telecommunications device, SIM or credit card to his or her cellular service provider, Vodacom or User's credit-card facility provider – as the case may be – and to WirelessG; and (iv) an accurate auditable record is kept of each "Pay-As-You-Surf" account transaction, and acceptance of these Terms and Conditions by the User.

You - as User – must at all times safeguard your SIM and your credit card as well as maintain and preserve the confidentiality of your WirelessG 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, SIM and 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 or password, or any combination of them. You furthermore agree to notify WirelessG immediately – by calling the WirelessG 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, WirelessG on-line account, Internet Funds Transfer particulars or your credit-card facility. WirelessG consequently recommends that you ROUTINELY REVIEW YOUR ON-LINE ACCOUNT HISTORY TO ENSURE ITS ACCURACY.

ADDITIONAL PRECAUTIONS

With the view to reducing the risk of fraud to the user and WirelessG (i) WirelessG's credit card payment verification agent will send an SMS alert to the user's cell-phone number on each transaction taking place; and (ii) a maximum of two (2) transactions relating to the same cell-phone number will be permitted on any single day.

Should your "Pay-As-You-Surf" account operate defectively or if access is not supplied in accordance with the relevant specification for service-type as selected from the Storefront Menu, User is to telephonically notify WirelessG's Customer Care Centre forthwith of the difficulty. Should the existence of the problem be confirmed by WirelessG and if the problem is found by the WirelessG to be otherwise irremediable, the WirelessG may – within a reasonable time and in its sole discretion – electronically credit the User's "Pay-As-You-Surf" account to reflect a rand-denominated amount equivalent to the extent that the service or access was not to specification and had therefore not been used.

INTELLECTUAL PROPERTY

Trademarks: All corporate names, service marks, logos, trade names, trademarks, Websites and domain names of WirelessG (collectively 'Mark') are and shall remain the exclusive property of WirelessG, its licensors and associated companies. 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 WirelessG to do so.

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 WirelessG 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.

Use of Software: The G-Connect™ connection- manager software that is made available by WirelessG is the copyrighted work of WirelessG and/or its licensors, suppliers and partners. USE OF THE G-CONNECT™ CONNECTION- MANAGER SUCH SOFTWARE IS GOVERNED BY THESE TERMS AND CONDITIONS AND 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 WirelessG for lawful purposes only and in accordance with these Terms and Conditions.

WirelessG is firmly committed to the responsible exercise of freedom of speech and the need to (i) protect Users' rights including their rights to privacy and human dignity; (ii) protect its resources; (ii) preserve its ability to provide quality service to Users; (iv) conform to and comply with existing laws; and (v) protect its reputation as a responsible service provider. These concerns will influence decisions on



the violation of these Terms and Conditions.

Whilst WirelessG believes in the freedom to provide and have access to information on the Internet (Freedom of Speech) and other electronic means of communication, the fact is that certain activities are incompatible with the responsible exercise of freedom of speech and may be considered inappropriate by the Internet\electronic-communications 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. Broadly put, you may not use any Wi-Fi Hotspot, any Internet access, any other electronic means of communication, your WirelessG account or data – (i) in a manner which violates any law, rule 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; (ii) in a manner which violates any other law, regulation, treaty or tariff; (iii) in a manner which is defamatory, libellous, fraudulent, indecent, vulgar, obscene, sexually explicit, profane, offensive, contumelious; hateful, discriminatory, deceptive or otherwise unlawful; (iv) to threaten, harass, abuse, insult or intimidate any other person or attempt to do so; (v) to unlawfully damage the name or reputation of any institution or company including WirelessG, its affiliates or associated companies; (vi) in a manner which interferes with any other user's use and enjoyment of the services provided by or through WirelessG's Platform; (vii) to breach the security on any computer network; (viii) to access any account which does not belong to you; (ix) to invade the privacy of, or to obtain or attempt to obtain personal information relating to, any other individual\person; or (x) to in any manner aid, abet, encourage, incite any unlawful conduct.

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

Note WirelessG's approach in this regard: (i) Because WirelessG and Wireless Hotspot (Pty) Ltd are serious in their efforts to promote good citizenship within the Internet\electronic-communications user community; to protect their Users; to comply with the law as well as to safeguard their rights and legitimate interests, WirelessG will respond appropriately in the event of it becoming aware of any inappropriate use of the Wi-Fi access/service. (ii) Should an account or facility with the WirelessG be used to violate these Terms and Conditions, WirelessG shall be entitled, in its absolute discretion, to terminate that account or facility-holder's service without notice. Whilst it is WirelessG's preferred course of action to advise the User of the inappropriate behaviour and of any corrective action that WirelessG believes to be necessary, a flagrant violation of these Terms and Conditions may result in immediate termination of service at WirelessG's sole discretion and without notice. (iii) WirelessG encourages every User - as a member of the Internet Community\electronic-communications user - to use his or her access responsibly. (iv) Questions regarding this policy may be directed to WirelessG 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 any suspect financial transactions which, as a result of your business with WirelessG, could come to WirelessG's attention and are subject to the Financial Intelligence Centre Act 38 of 2001, must be brought reported to the prescribed authority.

If your service, account, payment options, access or data is being used fraudulently or irregularly without your authority, you agree to immediately notify WirelessG thereof. Similarly, if such use is being made of your SIM, SID or credit-card facility, you agree to report that fact, as well as any loss of your SIM card or credit card, to WirelessG and the SIM-provider or credit-card provider as the case may be. You agree that WirelessG is entitled to interrupt or restrict service to you, without notice to you, if WirelessG suspects fraudulent, unlawful or abusive activity. You agree to co-operate with WirelessG in any investigation into suspected fraud\corrupt activity and to use any fraud prevention measures prescribed by WirelessG and / or your aforementioned credit-card, SIM and other providers.

Upon termination of the service, your right to use the service (including any unutilised portion of an account) shall immediately cease and WirelessG shall thereafter have no obligation (and you – User – will have no concomitant right thereto) to (i) forward any unread or unsent messages to you or any third party; or (ii) reimburse or compensate you 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

General: Any hyperlink or other web page which is accessible from WirelessG's site will enable you to leave WirelessG's site. The linked sites are not under the control of WirelessG which is not responsible for the contents thereof any linked site or any link contained therein, or any change or update to any such site. WirelessG 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 WirelessG. WirelessG and its affiliates do not control or endorse the content of any third-party website.

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

WirelessG does not make any express or implied warranties of any kind including without limitation any 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. WirelessG shall not be liable for any cost, loss or damage arising either directly or indirectly from any such transaction.

WIRELESSG LIKEWISE CANNOT AND DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND IN RESPECT OF THE AVAILABILITY, ACCESSIBILITY, SITUATION, EXISTENCE OR OPERATION OF WI-FI HOTSPOTS OF AGGREGATED WIRELESS INTERNET SERVICE PROVIDERS OR AGGREGATORS.



WirelessG does not warrant that the services, access or materials will be uninterrupted or error-free, or will operate without packet loss or interruption. WirelessG also does not does warrant any connection to or any transmission over the Internet. WirelessG 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 WirelessG's services, access, facilities, accounts, materials and the Internet.

If, in addition to these Terms and Conditions, any statement and/or description concerning the service, access, facilities, accounts, materials or convergence-management software is made or might be made by WirelessG or WirelessG'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.

Hardware and SIM Cards: WirelessG disclaims and excludes any express or implied warranties not specifically set forth in these Terms and Conditions. This disclaimer and exclusion extends to include - but is not limited to - warranties of merchantability or fitness for a particular purpose.

EXCLUSIONS AND LIMITATIONS OF LIABILITY SET FORTH IN THESE TERMS AND CONDITIONS DO NOT EXTEND TO ANY RIGHTS OR REMEDIES WHICH ARE ESTABLISHED BY ANY SOUTH AFRICAN STATUTE AND WHICH IN TERMS OF SUCH STATUTE ARE NOT CAPABLE OF BEING EXCLUDED, DEROGATED FROM OR LIMITED.

LIMITATION OF LIABILITY

You, the User, use the Internet and WirelessG's service (including its facilities, data, account, access, materials and convergence-management software, as the case may be) voluntarily and wholly at your own risk.

In no event will WirelessG be liable for (i) 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 anything down-loaded or hyper-linked from the site, even if WirelessG or its authorized representatives have been advised of the possibility of any such loss, harm, cost or damage; or has\have been negligent or grossly negligent; (ii) any claim attributable to errors, omissions or other inaccuracies in any information down-loaded through, or hyper-linked from, its site; or WirelessG's services or materials; (iii) any amount exceeding the actual cost of the actual Internet access or access-transaction (as paid by the User) giving rise to the claim; or (iv) any claim brought after the expiration of a period of 60 (sixty) day.

INDEMNITIES

In the event of you – the User - breaching or acting in violation of this Terms and Conditions, or making any unlawful or improper use of any service, access or materials, you agree to indemnify, defend and hold WirelessG, its officers, directors, employees, agents, shareholders, licensors, suppliers, business partners and any third-party information\service providers to the WirelessG Platform, site, access, 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.

In the event of any payment whatsoever made by means of your – the User's – credit card or internet banking transaction being cancelled, reversed, not honoured or met, you agree: (i) to likewise indemnify, defend and hold WirelessG, its officers, directors, employees, agents, shareholders, licensors, suppliers, business partners and any third-party information\service providers to the WirelessG Platform, site, access, 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 arising from or related to that payment being cancelled, reversed, not honoured or met; and (ii) to stand surety for and be co-principal debtor with your credit-card service provider or internet funds-transferor agent.

The indemnities given by you in terms of these Terms and Conditions (including this section thereof) are for the benefit of WirelessG and its officers, directors, employees, agents, shareholders, licensors, suppliers, business partners and any third-party information\service providers to the Platform, site, access, 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.

TERMINATION

You agree that WirelessG, 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, access or materials for any of the reasons specified therefor in these Terms and Conditions. WirelessG may likewise, at its sole discretion and at any time, discontinue providing the materials, access, 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 WirelessG may immediately deactivate or delete your account and/or bar any further access to the services, access or materials. Further, you agree that WirelessG 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, access or materials.



MANDATORY ARBITRATION

Subject to the further provisions under this heading (“Mandatory Arbitration”), any dispute or claim between you – the User – and WirelessG arising out of, or relating to, any data, access, account, software, service or materials provided (by WirelessG) in connection with these Terms and Conditions shall be resolved by arbitration in Pretoria, Gauteng Province, RSA, 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 these Terms and Conditions and shall be final and bind you and WirelessG.

No arbiter shall have authority to award relief in excess of what these Terms and Conditions provide or to award punitive or exemplary damages. The arbiter's award entered as a judgement in any Court having jurisdiction in respect of award.

Each claim shall be arbitrated individually. You – the User – shall not bring, join, attempt to bring or join, any other claim of yours or of any other user or claimant, or any punitive or class action to arbitration, or seek to bring 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 payment or deposit of yours being reversed, in any way not honoured or not met, or in the case of any other non-payment of account and/or related charges, WirelessG shall be entitled to elect to have recourse to such 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 by the laws of the Republic of South Africa. 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 WirelessG 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 WirelessG'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

If WirelessG should 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. Neither a failure to enforce nor any delay in enforcing, for whatever reason, these Terms and Conditions shall be construed as a waiver of WirelessG's right to do so at any time. Neither the parties' course of conduct nor trade practice shall act to modify any provision of these Terms and Conditions. WirelessG may assign its rights, obligations and duties hereunder to any party at any time without notice to you (the user).

PERSONAL INFORMATION AND PRIVACY

Note that:

- (i) NON-PERSONAL INFORMATION OR MATERIAL SENT TO WIRELESSG WILL GENERALLY BE DEEMED TO BE NOT CONFIDENTIAL; AND
- (ii) WIRELESSG DOES NOT MONITOR ANY ACTIVITY OF ITS PLATFORM'S COMMUNICATION-ACCESS 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.

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, you must note that (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 (i) 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; (ii) 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; (iii) any identifying number, symbol, or other particular assigned to the individual; (iv) the address, fingerprints or blood type of the individual; (v) 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; (vi) 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; (vii) the views or opinions of another individual about the individual; (viii) 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 (ix) 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 WirelessG's services and facilities as well as personal information, may be used by WirelessG for the purposes of (i) providing the services which you require; (ii) facilitating WirelessG's future dealings with you; (iii) informing you of product developments, facilities and / or problems; (iv) accounting, billing and auditing; (v) checking credit, payment costs or other information provided by you; (vi) security, administrative and legal purposes; (vii) statistical analysis; (viii) measuring of frequency, volume, duration, nature, type or extent of service use; (ix) system maintenance, design, development, testing and assessment; (x) user relations and follow-ups; (xi) implementing and operating a user-reward program (if and when put in place, and then if and when applicable); and (xii) 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 WirelessG is the affected ISP.

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

For the purposes of these Terms and Conditions, a written notice of unlawful activity must include: (i) the full names and address of the complainant; (ii) the written or electronic signature of the complainant; (iii) identification of the right that has allegedly been infringed; (iv) identification of the material or activity that is claimed to be the subject of unlawful activity; (v) the remedial action required to be taken by the service provider in respect of the complaint;(vi) telephonic and electronic contact details, if any, of the complainant; (vii) a statement that the complainant is acting in good faith; (viii) a statement by the complainant that the information in the take-down notification is to his or her knowledge true and correct; and (ix) 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.

WIRELESSG, 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.

ADDITIONAL PAYMENT OPTIONS

In addition to effecting payment by means of a credit or debit card (both referred to herein as "credit card" accepted by WirelessG or by means of Internet Funds Transfer (EFT) using the Secure Internet Deposit (SID) system, a customer or user may now also effect payment by means of the additional payment options now posted on the G-Connect storefront where the customer or user has a contractual relationship with the provider of the financial service in question. For purposes of clarity, all the terms and conditions specified herein in respect of payments by means of credit card as well as by means of EFT using SID shall – with the necessary changes – apply in respect of each of these additional means of payment. Careful note should be taken of those terms and conditions which also contain undertakings by the customer in respect of precautions to be taken to minimize abuse of those means of payment as well as – among all the others – the following:

"WirelessG may terminate your service at any time at its sole discretion if, without WirelessG's prior written consent, any actual payment is in any way blocked / cancelled, reversed or not honored or met. In this event and in addition to rendering you susceptible to the termination of your service, every such blocking, cancellation, reversal of actual payment, or other failure to honor or meet that payment will leave you FULLY LIABLE to WirelessG for and to pay (i) all amounts due to the WirelessG in respect of the transaction concluded by you and relevant to such non-payment; and (ii) all other charges which accrued to your account before its termination; and (iii) 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 (iv) all costs and charges incurred by WirelessG 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 (i) the publicly-quoted prime per-annum rate of interest ruling from time to time at which the Standard Bank of South Africa Limited lends monies on overdraft; and (ii) variable and may be varied without notice; and (iii) to be proved by way of a certificate signed by any employee of that bank; and (iv) unless otherwise specified herein payable on demand."

SPECIAL OFFERS

WirelessG may from time to time offer promotional or other "special offers" to its Customers and do so at the prices; for the services or access; for the duration, and on the additional terms and conditions specified therefore on the storefront for the particular offer. Careful note should be taken of the specified prices; services or access; duration, and those additional terms and conditions as well as of these Terms and Conditions which remain applicable and include the provision that:

"WIRELESSG MAY MODIFY ITS PRODUCTS, MATERIALS, ACCESS, SERVICES, THEIR PRICES, POLICIES 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.

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 WirelessG Website. No further notice or other promulgation thereof by WirelessG is required."

Invite-a-friend Promotion

G-Connect offer the functionality to refer a friend:

All referrals should be unique to a specific end user and the referral will only be valid if it is unique across the full G-Connect Database.

The end user will have to supply the referral name, surname, e-mail address and cell number; the referral's email address and cell number will be validated for uniqueness before the referral's voucher number will be generated.

The G-Connect customer/ referral party's account will be topped up with R10-00 (ten rand) on successful signup. The Referred Party/friend's account will be topped up with R50-00 (Fifty Rand) on successful signup of the referral.

The referral and the referred will receive SMS notifications as well as e-mail correspondence regarding the referral voucher.

The promotional code may only be used once.

The Invite a Friend activation request will only be valid for 60 (sixty) days. If the user tries to use the invite after the 60 days period then the invite will not be redeemable.

The same user may not be invited for a second time and/or multiple times in the 60 day period if the referred voucher has not been redeemed.



A Friend referred, who accepted the offering, will not be authorized to receive a referral voucher and/or be invited again.

An existing G-Connect user may not be invited with this promotion.

The G-Connect user will earn a referral, i.e. a counter will be built into the storefront that will indicate the number of invites a specific user has available depending on the usage.

This counter will be reduced by one available referral for each invite sent even if the invitee/s have not signed up.

WirelessG will determine the usage by the G-Connect customer in order to “earn” the referral, collectively across all the connection mediums.

Hardware purchases and/or any purchase other than bandwidth will be excluded from the abovementioned.

WirelessG may in its sole discretion terminate this promotion and/or any terms and conditions pertaining same, with timely notification to the client.

HARDWARE AND SIM CARD PROVISION

RICA Regulation

SIM card distribution to end-users will only be effected on the provisioning of the following, as stipulated by

The Regulation of Interception of Communications and Provision of Communications-related Information

Act (RICA):

“Information to be obtained and kept in respect of cellular phone and SIM-card before any person sells, or in any other manner provides, any cellular phone or SIM-card to any other person, he or she must obtain from him or her—

(aa) his or her full names, number, residential and business or postal address, whichever is applicable; and

(bb) a certified photocopy of his or her identification document on which his or her photo, full names and identity number, whichever is applicable, appear.”

All existing customers of G-Connect in the possession of a SIM card provided by WirelessG and/or Tsamma, must provide WirelessG with the information stipulated here above within 18 months form 1 July 2009.

Should any of the abovementioned provisions in accordance with the Rica Regulations not be adhered to,

WirelessG will be at liberty to disconnect any services offered to the customer.

CONVERGENCE PRODUCT

The convergence product entails that a user can use different mediums to connect to the internet via one account with G-Connect; the current mediums available are ADSL, 3G, Wi-Fi and/or In-Flight Wi-Fi.

The user will deposit an amount into its G-Connect account and use the different connection mediums at different rates as communicated on G-Connect’s website from time to time. The usage will be on a pre-paid basis and once the funds are depleted, the user should top-up its account again prior to being allowed access.

For purposes of clarity, the user will choose to connect to ADSL, and will therefore pay the ADSL rates; if the user choose to connect via Wi-Fi, a different Wi-Fi rate will be applicable.

Use of the convergence product is subject to the availability of the specific medium and the user’s devices offering the connection medium, which the user will be responsible for from its own account.

WirelessG do not give any warranties that all the connection mediums should be available all the time.

UNCAPPED ADSL

The Uncapped ADSL product will allow a user to have access for a calendar month on the ADSL medium, subject to the Fair Use Policy.

The End-user will be able to buy a once off calendar month access with his / her credit card);

The End-user will have the option to decide if he/she wants to activate the account on purchase, or only the following month;

The customer may select to purchase access in this month for use only in the following month;

On/after the 27th of each month, the purchase will automatically be allocated only to the following calendar month (access only on the 1st of the month following the purchase month);

On request for cancellation of the Service, same will only be stopped at the end of the month in which the request was submitted and the End-user will be responsible for the full amount associated with same.

UNCAPPED WI-FI

The Uncapped Wi-Fi product will allow a user to have access for a calendar month on the Wi-Fi medium, subject to the Fair Use Policy.

Fair Use Policy

The Fair Use Policy imposes bandwidth restrictions on End- Users who exhibit patterns of internet/Product usage that exceed certain thresholds for a period of time;

WirelessG will be at liberty, at its sole discretion, to implement a cap at which an End User can be disconnected, soft-locked and/or blocked for abusing the Service at WirelessG’s sole discretion;

If the End User is soft-locked, he/she will not have access to the Service for the remainder of the specific month;

On the first day of the following month, the End User’s access will be restored, subject to the cap being applicable should abuse occur again;

If users continually abuse the service for recurring months, WirelessG reserves the right to block the user’s account permanently.

Amendment of the Fair Use Policy, application of same and/or leniency regarding same remains solely within the discretion of WirelessG.



G-CONNECT IN-FLIGHT WI-FI PRODUCT

1. INTRODUCING THE COMPANY

- 1.1 G-Connect In-Flight Wi-Fi is a G-Connect product brought to End-user by G-Mobile Holdings Ltd, a company duly registered in the Republic of South Africa (RSA) with registration number 2001/015586/06 [herein after referred to as G-Mobile].
- 1.2 G-Mobile is the holding company of two affiliates, namely Tsamma Telecoms (Pty) Ltd, registered in the RSA with the registration number 2004 / 017128 / 07 and Wireless Hotspot (Pty) Ltd, registered in the RSA with registration number 2002/017585/07, both companies trading as WirelessG.
- 1.3 G-Mobile and its affiliated companies has its principal place of business at Manhattan Office Park, Suite 3, 16 Pieter Street, Highveld Techno-Park, Centurion, District of Pretoria, Gauteng Province, RSA.
- 1.4 Referral to G-Mobile, Tsamma Telecoms, Tsamma, Wireless Hotspot, WirelessG, G-Connect, G-Connect In-Flight Wi-Fi, we and/or our, will include any/all of the abovementioned entities and will extend to the protection of all entities separately and/or collectively.

2. INTRODUCING THE SERVICE

- 2.1 The G-Connect In-Flight Wi-Fi Service (herein after referred to as the “**Service**”) is a G-Connect product allowing End-users to connect via Wi-Fi to the internet on selected aircrafts; the customers may connect to the Service when the aircraft reached an altitude of 11000 (eleven thousand) feet and/or as communicated by the cabin crew, making available internet connectivity and SMS services to the End-users. As part of the Service, G-Connect provide a landing page (first page End-user see when attempting to use the Service) from which page the End-user can log in to the Service and/or register to the Service.
- 2.2 The Service will only be available on the specified aircraft.
- 2.3 The G-Connect convergence product/s will only be available to use for the Service if specifically communicated;
- 2.4 The G-Connect In-Flight Wi-Fi Service (the Service) will only be available in the aircraft, unless specifically communicated otherwise.
- 2.5 End-user must take into account that the Service will not be available during the full period of flight, as the Wi-Fi equipment may only be activated once the aircraft reach 11 000 (eleven thousand) feet, due to safety reasons.
- 2.6 The End-user can use its current G-Connect account details (username and password) or will have the option to create a new account.
- 2.7 An end-user and/or an end-user on behalf of a company [herein after referred to as an End-user] must create an account with G-Connect; the End-user will register as per G-Connect’s requirements in order to use the Service.
- 2.8 Registration will be free of charge, i.e. at no cost to the End-user.
- 2.9 G-Connect may accept that all registration information provided by the End-user pertaining to the account (including, but not limited to, payment information) are accurate and correct and that amendments to any information will accordingly be incorporated to reflect on the account.
- 2.10 The End-users are solely responsible for maintaining the confidentiality of the username and password chosen to protect its account.
- 2.11 The E(e)nd-users agree not to use the account, username and/or password of any other user.
- 2.12 The End-users agree to be solely responsible for any and all use of its Account, including, without limitation, any fees that accrue for any use of the account.
- 2.13 G-Connect reserves the right to cancel and/or limit any End-user’s account with immediate effect should G-Connect deem it appropriate to do so.
- 2.14 If the End-user’s account is inactive for more than 3 (three) months, G-Connect reserves the right to delete the account.
- 2.15 G-Connect reserve the right not to allow any foreign credit cards.
- 2.16 All prices and unit tariffs exclude Value Added Tax (VAT), unless specifically stipulated otherwise.
- 2.17 All bundles are valid for 30 (thirty) days from day of purchase.
- 2.18 Mango top-up vouchers will be topped up into the G-Connect online account only.
- 2.19 Rule, products and pricing are subject to amendments as per G-Connect’s sole discretion.
- 2.20 **Uncapped ADSL with wings**
 - 2.20.1 The Uncapped ADSL with wings product entails the following: the End-user will purchase the uncapped ADSL product to use at home and receive free Wi-Fi with the purchase to be used on the airplane and/or on any WirelessG Hotspot.
 - 2.20.2 ADSL will not be useable in the airplane but only the free Wi-Fi received with the offer.
 - 2.20.3 Additional terms as per Uncapped ADSL product (as per G-Connect terms and conditions) will be applicable.
- 2.21 **SMS Service**
 - 2.21.1 The End-user will purchase a bundle from the separate SMS Bundle options stipulated on the Landing Page.
 - 2.21.2 Important: the End-user will not be able to use the SMS service with a normal In-Flight Wi-Fi Bundle/account but will have to purchase a separate SMS bundle to use the SMS service.
 - 2.21.3 G-Connect synchronise the End-users MSISDN with a unique message ID, and the recipient can therefore not send a message to the End-user without replying to the unique message ID assigned to the En-user.
 - 2.21.4 The End-user must therefore first send an SMS to a recipient before the recipient can reply to the SMS;
 - 2.21.5 The unique message ID will only be valid for a limited period to be used by the End-user, where after synchronisation will lapse.
 - 2.21.6 A billable event for the End-user will not be dependent on whether the recipient actually receives the SMS message or not (e.g. as a result of recipient phone off, no coverage, Mobile Network Operator delays etc), and the End-user will be billed for any attempt to send an SMS.
 - 2.21.7 G-Connect and/or its third party providers cannot guarantee the correct transmission and delivery of SMS messages to mobile devices, and cannot guarantee the availability of the Mobile Network Operators, which are subject to normal Mobile Network



Operator availability and coverage. Accordingly, G-Connect give no warranty as to the correct transmission and delivery of any SMS message.

- 2.21.8 G-Connect shall not be liable for any failure, delay, outage or problem which lies with any Mobile Network Operator or which is otherwise outside of the direct control of G-Connect.

3. BINDING TERMS AND CONDITIONS

- 3.1 These Terms and Conditions (herein after referred to as the “A/agreement”) and any other rules posted where same will be reasonable visible to the end-user, set forth the legally binding terms for the use of the Service. If End-user is an individual using the Service on behalf of a company, End-user represent and warrant that End-user have all necessary authority to bind End-user company to the terms and conditions of this Agreement.
- 3.2 Please read the Agreement carefully before registering for or using the Service. This Agreement is a legally binding agreement between End-user (the individual using the Service, and the company (if any) for which it is used) and G-Connect. By proceeding to create an Account and/or by use of the Service, End-user agree to be bound by the terms and conditions of this Terms and Conditions/agreement.

4. USE LIMITS AND NETWORK MANAGEMENT

- 4.1 G-Connect’s aspiration is to ensure that every user has a great experience using the Service and therefore reserves the right to prioritize, restrict, or set limits (such as bandwidth allocations, or limits on types of content accessed or transferred) on the End-user’s use of the Service for certain applications. In times of heavy network usage, this may impact the functioning of high bandwidth applications. As with any mobile broadband network, speed may vary due to End-user device, atmospheric conditions, terrain, network capacity, and aircraft location. Content requiring high bandwidth will be given a lower priority and at times may be blocked or not work consistently. Service is available only when it is within the operating range of the G-Connect system. G-Connect coverage locations and maps are subject to change at any time without notice. Actual Service coverage, speeds, locations, and quality may vary. Service is subject to unavailability, including emergencies, third party service failures, transmission, equipment or network problems or limitations, interference, signal strength, maintenance and repair, and national security issues, and may be interrupted, refused, limited, or curtailed as per G-Connect’s sole discretion.

5. ACCEPTABLE USE POLICY

- 5.1 **The End-user acknowledge that** the Service is governed by G-Connect’s **Fair Use Policy** incorporated into this agreement by G-Connect’s general Terms and Conditions as per its website (www.gconnect.co.za) and agree to bind itself to same.
- 5.2 The End-user are not allowed to use the Service to (or assist another person to):
- 5.2.1 Harm or threaten harm to persons or property
 - 5.2.2 Harass other persons;
 - 5.2.3 Violate any applicable law, including those related to export control, spam, gambling, obscenity, or computer access;
 - 5.2.4 Engage in any fraud or misrepresentation;
 - 5.2.5 Provide instructional information about illegal activities;
 - 5.2.6 Interfere with, disrupt, or create undue burden on the Service (or the networks or computers that provide same);
 - 5.2.7 Infringe or violate another person’s rights, including privacy and intellectual property rights;
 - 5.2.8 Allow another person who has not paid for the Service to access or use the Service on his computer or device through End-user computer or device;
 - 5.2.9 Display offensive content on End-user computer or device, in view of another person;
 - 5.2.10 Knowingly distribute any virus or other malware;
 - 5.2.11 Access any network or computer (including those providing the Service) in excess of the permission expressly granted to End-user;
 - 5.2.12 Monitor (through, for example, sniffers) any network traffic without express authorization of the owner of the network and the parties’ to the communications;
 - 5.2.13 Attempt to decrypt any encrypted or scrambled communications;
 - 5.2.14 Introduce software or automated agents into the Service; or
 - 5.2.15 Attempt to impersonate any other person, including any G-Connect employees;
 - 5.2.16 Exploit the Service, and/or any component of the Service for its benefit to the detriment of G-Connect and/or another user.
- 5.3 WirelessG have the sole discretion to determine if any action is unacceptable with regards to the Fair Usage Policy and reserve the right to suspend the End-users account with immediate effect should G-Connect be of the opinion that same is in violation of this policy.
- 5.4 **Breach:** G-Connect reserves the right (but has no obligation) to investigate and take appropriate action in its sole discretion against End-user, if End-user violate G-Connect’s Acceptable Use Policy or any other provision of this Agreement, including without limitation, refusing to provide access to and use of the Service to End-user, terminating End-user Account, reporting End-user to the applicable law enforcement authorities, and taking legal action against End-user.

6. TECHNICAL INDEMNITY - PROHIBITED CONDUCT

With use of this Service, End-user agree not to use the Service as follows:

- 6.1 for any unlawful, improper or criminal purpose or activity;
- 6.2 to post or transmit information or communications that, whether explicitly stated, implied, or suggested through use of symbols, are libellous, defamatory, invasive of another person’s privacy, sadistic, cruel, or racist in content; or which espouses, promotes or incites bigotry, hatred or racism; or which might be legally actionable for any reason;
- 6.3 hurts minors in any way;



- 6.4 forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Service;
- 6.5 intentionally or unintentionally violate any applicable local, provincial, state, national or international law, including, but not limited to, rules, orders and regulations having the force of law;
- 6.6 to attempt to access or access the accounts of others, to spoof or attempt to spoof the URL or DNS address, or to attempt to penetrate or penetrate our security measures or other entities' systems ("hacking") whether or not the intrusion results in corruption or loss of data;
- 6.7 to bombard individuals or newsgroups with uninvited communications, data or information, or other similar activities, including but not limited to "spamming", "flaming" or denial or distributed denial of service attacks;
- 6.8 to transmit unsolicited voluminous emails (for example, spamming) or to intercept, interfere with or redirect email intended for third parties using the Service;
- 6.9 to introduce viruses, worms, harmful code and/or Trojan horses on the Internet;
- 6.10 to post information on newsgroups which is not in the topic area of the newsgroup;
- 6.11 to interfere with another person's usage or enjoyment of the Internet or this Service;
- 6.12 to post or transmit information or communications that are defamatory, fraudulent, obscene or deceptive, including but not limited to scams such as "make-money-fast" schemes or "pyramid/chain" letters; (m) to damage the name or reputation of Service Provider or its subcontractors, or any of their respective parents, affiliates and subsidiaries, or any third parties;
- 6.13 to transmit confidential or proprietary information; all information (confidential or proprietary) is transmitted at the End-users own risk as the information will traverse the internet which is deemed insecure;
- 6.14 to violate our or any third party's copyright, trademark, proprietary or other intellectual property rights, including trade secret rights;
- 6.15 to generate excessive amounts (as determined in our sole discretion) of Internet traffic, or to disrupt net user groups or email use by others;
- 6.16 to engage in activities designed to or having the effect of degrading or denying Service to other users or others (including activities that compromise a server, router, circuit or software);
- 6.17 to use any name or mark of Service Provider Hughes Network Systems, or their respective parents, affiliates or subsidiaries, as a hypertext link to any Web site or in any advertising publicity or other commercial manner;
- 6.18 to use the Service or the Internet in a manner intended to threaten, harass, or intimidate others;
- 6.19 to cause the screen to "scroll" faster than other subscribers or users are able to type to it, or any action that has a similar disruptive effect, on or through the Service;
- 6.20 to use the Service to disrupt the normal flow of online dialogue,
- 6.21 to use the Service to violate any operating rule, policy or guideline of any other online services provider or interactive service;
- 6.22 to attempt to subvert or to aid third parties to subvert, the security of any computer facility or system connected to the Internet;
- 6.23 to impersonate any person or using a false name while using the Service;
- 6.24 to install "auto-responders," "cancel-bots" or similar automated or manual routines which generate excessive amounts of net traffic, or disrupt net user groups or email use by others;
- 6.25 to make false or unverified complaints against any subscriber, or otherwise abusing any of our complaint response procedures;
- 6.26 to export software or any information in violation of US export laws; or
- 6.27 to use the Service in contravention of the limitations of the pricing plan End-user have chosen.

7. ILLEGAL PURPOSES

- 7.1 With use of this Service, End-user agree not to use the Service nor any of its elements or related facilities or capabilities to conduct any business or activity, or solicit the performance of any activity, which is prohibited by or would violate any applicable law, rule, regulation or legal obligation.

8. OTHER OBLIGATIONS RELATING TO CONTENT

- 8.1 **G-Connect may prohibited content:** G-Connect do not, and shall not without cause, pre-screen content transmitted by End-user over the Service, but shall have the right (but not the obligation) in our sole discretion to refuse or move any such content that is available via the Service, including without limitation any content that violates the terms of this Agreement or is otherwise objectionable. The End-user agree to evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content, and acknowledge that End-user may not rely on any content created by, or submitted to G-Connect.
- 8.2 G-Connect may preserve and disclose content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to:
 - 8.2.1 comply with legal process;
 - 8.2.2 enforce the terms of this Agreement;
 - 8.2.3 respond to claims that any content violates the rights of third-parties; or
 - 8.2.4 protect the rights, property, or personal safety of Service Provider, its users and the public.
- 8.3 **Indemnification for content viewing:** As per above, G-Connect attempts to block certain sites and prohibit viewing of offensive material, however, G-Connect cannot and do not take responsibility should a customer, irrespective of the aforementioned, view such content in the presence of another customer and/or a minor. Due to the nature of the product, viewing of content are in restricted areas and the End-user and/or a minor may involuntarily view/hear material of which they do not approve, for which the End-user / airline customer indemnify G-Connect, the Airline, any partner of the Service and/or third party contributor to the Service, information or content providers, service providers, licensors, employees or agents, to the full extent permitted by law.



8.4 **Personal information:** the End-user / airline customer indemnify G-Connect, the Airline, any partner of the Service and/or third party contributor to the Service to the full extent permitted by law should any personal information be viewed by a passenger on the airplane due to the restricted area and/or any other reason. The End-user acknowledges the risk and takes full responsibility should personal information be exposed.

9. RESERVATION OF RIGHTS

9.1 G-Connect reserve all copyrights and other rights in and to any content available through the Service which is identified as, claimed by us as, or known by End-user to be, proprietary to us (or our licensors). The content on the Service is protected under applicable copyright law, including as a collective work. All copying, modification, distribution, publication or other use by End-user, or by any user of End-user account, of any such content or other works is prohibited, except as expressly permitted by G-Connect.

10. NO ENDORSEMENT

10.1 G-Connect do not endorse or in any way vouch for the accuracy, completeness, truthfulness or reliability of any service, opinion, advice, communication, information or other content on or made available through the Service. None of such content should be construed or understood to constitute or reflect the views or approval of Service Provider or any of the subcontractors, subsidiaries or affiliates. G-Connect do not recommend that such content be relied on for reaching important decisions or conclusions without appropriate verification and, as appropriate, professional advice.

11. INTERNET

11.1 The End-user acknowledge that internet sites, and use of the internet, might consist of, include and/or provide access to images, sound, messages, text, services or other content and material that may be unsuitable for minors and that may be objectionable to many adults. End-user acknowledge that G-Connect is not responsible for any such content or material and agrees that access to same through use of the service is at End-user sole risk. The reliability, availability, legality, performance and other aspects of resources accessed through the Internet are beyond G-Connect's reasonable control and are not in any way warranted or supported by G-Connect or our third party contractors. End-user acknowledge that safeguards relative to copyright, ownership, appropriateness, reliability, legality and integrity of content may be entirely lacking with respect to the Internet and content accessible through it and confirm that it assume all risk and liability of any use of the Internet through its account, including continuous compliance with this Agreement.

12. DISCLAIMER OF WARRANTIES, LIABILITY AND RESPONSIBILITY

12.1 End-user expressly agrees that use of the service is at its own sole risk. Neither G-connect nor any of the information or content providers, service providers, licensors, employees or agents warrant that the Service will be uninterrupted or error free; nor do G-Connect or any of the information or content providers, service providers, licensors, employees or agents make any warranty as to the results to be obtained from use of the Service, including any minimum upload or download speeds. The Service is distributed on an "as is" and "as available" basis without warranties of any kind, either express or implied, including but not limited to warranties of title or implied warranties of merchantability or fitness for a particular purpose or otherwise, except for those warranties, if any, which are implied by, and incapable of exclusion, restriction or modification under, the laws applicable to this Agreement. G-Connect expressly disclaim any representation or warranty that the Service will be error free, secure or uninterrupted or operate at any minimum speed. No oral advice or written information given by G-connect, our employees, dealers, and licensors or the like shall create a warranty; nor shall the End-user rely on any such information or advice. In addition, G-Connect further disclaim any liability or responsibility for the timeliness, deletion, mis-delivery, non-delivery or failure to store or accurately store, any e-mail or other communications, addresses or personalization settings.

12.2 In particular, because G-Connect may provide its subscribers with electronic access to the content available on the Service, which content may be originated by independent publishers and/or providers and which content is not augmented by G-connect, G-Connect cannot and do not warrant the accuracy of any of the information as originated by said independent publishers and/or providers, and G-connect shall not be liable in any manner whatsoever for any errors, omissions, or inaccuracies relating thereto. If defective, the End-user, and not G-connect, G-Connect's dealers, distributors, agents, employees or any third-party content provider, assume the consequences resulting there from.

12.3 No oral or written information or advice given by G-Connect, G-Connect's dealers, distributors, agents, employees or any third-party content provider, shall create any warranty in or to the Service or the content, and End-user may not rely on any such information or advice.

13. LIMITATION OF LIABILITY

13.1 TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER G-CONNECT NOR ANY OF OUR INFORMATION OR CONTENT PROVIDERS, SERVICE PROVIDERS, LICENSORS, EMPLOYEES OR AGENTS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF USE OF THE SERVICE OR INABILITY TO USE THE SERVICE OR OUT OF ANY BREACH OF ANY REPRESENTATION OR WARRANTY. WITHOUT IN ANY WAY LIMITING THE FOREGOING, IF FOR ANY REASON, BY OPERATION OF LAW OR OTHERWISE, ANY PORTION OF THE FOREGOING LIMITATION OF LIABILITY SHALL BE VOIDED, THEN IN SUCH EVENT G-CONNECT'S MAXIMUM, SOLE, AND EXCLUSIVE LIABILITY, G-CONNECT'S DEALERS, DISTRIBUTORS, AGENTS, EMPLOYEES OR THIRD PARTY CONTENT PROVIDER, IF ANY, SHALL BE LIMITED TO GENERAL MONEY DAMAGES IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT ACTUALLY PAID TO OURSELVES BY END-USER FOR SERVICES FURNISHED UNDER THIS SUBSCRIBER AGREEMENT DURING AND FOR A PERIOD OF TIME COMMENCING UPON THE OCCURRENCE OF SUCH ERROR, DEFECT OR FAILURE AND CEASING UPON THE DISCOVERY OF SUCH, IN WHOLE OR IN PART; PROVIDED, HOWEVER, THAT IN NO EVENT SHALL SUCH PERIOD OF



TIME EXCEED THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE WHICH SUCH ERROR, DEFECT OR FAILURE IS FIRST DISCOVERED IN WHOLE OR IN PART.

14. INDEMNITY

14.1 The End-user agree to indemnify G-Connect, its Service Providers, Hughes Network Systems, and each of their respective subcontractors against all claims, liability, damages, costs and expenses, including but not limited to reasonable attorneys fees, arising out of or related to any and all use of End-user account, including any content transmitted over the Service, use of the Service, violation of this Agreement, and violation of any rights of any other person. This includes, without limitation, responsibility for all such consequences of End-user (or that of any user of End-user account) violation of this agreement or placement on or over, or retrieval from or through, the Service of any software, file, information, communication or other content.

15. PROPRIETARY RIGHTS

15.1 Except for public domain material, all copyrightable content distributed over the Service is copyrighted by G-Connect or the third-party content provider. G-Connect and/or such third party content providers own all right title and interest to such content and End-user may not copy, distribute, transmit or publish, in any form, including printed, electronic, digitized, audio or otherwise, or modify all or any portion of such content without the prior written consent of the copyright owner. All copyright or other proprietary rights notices contained in or associated with the content or contained therein must be preserved in, or on, any copies made of such material. The placement of copyrighted material in any public posting area, or any software library, without the consent of the copyright owner is in violation of this agreement.

16. PRIVACY AND SECURITY

16.1 **Privacy:** The End-user acknowledge that the Service is governed by G-Connect's Privacy Policy incorporated into this agreement by G-Connect's general Terms and Conditions as per its website (www.gconnect.co.za) and agree to bind itself to same.

16.2 **Security:** G-Connect specifically caution that End-users should be aware that data packets from un-encrypted Wi-Fi connections can be captured by technically advanced means when transmitting same between user's device/s and the Wi-Fi access point and therefore advise that precautions must be taken by the End-users to lower its security risks.

17. ACKNOWLEDGEMENT OF FILTERING AND/OR RESTRICTIONS

17.1 G-Connect reserves the right to use any advanced blocking technologies and/or other technical, administrative or logical means available to it, to identify, inspect, remove, block, filter, or restrict any **access to pornography or other offensive or objectionable material** as per G-Connect's sole discretion (which material may include but will not be limited to material that may subject G-Connect or its users to liability or danger, material that may be obscene, lewd, lascivious, filthy, excessively violent, pornographic, harassing, and/or otherwise objectionable material.

17.2 End-user acknowledges that G-Connect is not obligated to do same and indemnify G-Connect to the full extend should such material be viewed involuntarily due to action by other user/s.

18. FEES AND CHARGES

18.1 End-user agree to pay to G-Connect all applicable fees for the Service as communicated by G-Connect (e.g., one-time use, daily, monthly), including any other charges applicable (e.g. taxes).

18.2 Products: G-Connect introduce the following products at a cost as communicated on the Site, which products will have the availability periods as stipulated here below:

18.2.1 **1 Way:** Per Flight. The product will only be available on the specified aircraft for the duration of the flight; End-user must take into account that the Service will not be available during the full period of flight, as the Wi-Fi equipment may only be activated once the aircraft reach 11 000 (eleven thousand) feet due to safety reasons. The product will be available for 3 (three) hours from activation, i.e. the product can be purchased in example two weeks prior to flight as the time will only count down from first use.

18.2.2 **1 Day:** per day. The product will only be available on the specified aircraft/s for the duration of flight/s that specific day; End-user must take into account that the Service will not be available during the full period of flight, as the Wi-Fi equipment may only be activated once the aircraft reach 11 000 (eleven thousand) feet due to safety reasons. The product will be available for 20 (twenty) hours from activation, i.e. the product can be purchased in example two weeks prior to flight as the time will only count down from first use.

18.2.3 **Month Pass:** per month. The product will be available for one calendar month and can be used In-Flight or on any WirelessG Hotspot. End-user must take into account that the Service will not be available during the full period of flight, as the Wi-Fi equipment may only be activated once the aircraft reach 11 000 (eleven thousand) feet due to safety reasons.

18.3 The Service is a prepaid service only.

18.4 The End-user can opt to utilize any of the payment options available on the Landing Page and/or G-Connect website and G-Connect reserves the right to hold End-user responsible for full amount up to date of confirmation of funds in G-Connect's account.

18.5 G-Connect is not responsible for any expenses or charges (for example for exceeding credit card limits) resulting from the fees and charges billed by G-Connect.

18.6 G-Connect may, in its sole discretion, suspend, or cancel delinquent Accounts and/or refuse the holders of such Accounts access to the Service.

18.7 **Pricing and Adjustments:** G-Connect will set the cost/fees payable for the Service and reserves the right to modify same at any time as per its sole discretion.



18.8 **Refund Policy:** G-Connect will allow a refund within 7 days from date of receipt of the product to accommodate the Cooling Off period as per *Electronic Communications and Transactions Act of 2002* if the product was not used; after this period, G-Connect may refund goods as per its sole discretion and in accordance with the *Consumer Protection Act 68 of 2008*, which will not include online account purchases and/or refunds for product partially used.

18.9 **VAT invoices:** The customer/end-user hereby confirm that he or she accepts electronic VAT invoices from WirelessG or any of its subsidiaries for the purpose of claiming input tax, as prescribed by the VAT News Issue No 20 of September 2002.

19. GENERAL

Governing Law and Venue: This Agreement shall be governed by the laws of the Republic of South Africa (RSA). The parties agree that any claim or dispute one party has against the other party arising under or relating to this Agreement must be resolved by a court of competent jurisdiction and/or as per agreement between the Parties.

Assignment: All or any of G-Connect's rights and obligations under this Agreement may be assigned to a subsequent owner or operator of the Service in a merger, acquisition, or sale of all or substantially all of G-Connect's assets. The End-user may not assign or transfer this Agreement or any or all of its rights hereunder, without the prior written consent of G-Connect, and any attempt to do so is void.

Entire Agreement: This Agreement (which includes any other rules posted on the Landing page and/or G-Connect's website) constitutes the entire agreement between End-user and G-Connect regarding the use of the Service.

No Waiver: G-Connect's failure to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision.

Headings: The section titles in this Agreement are for convenience only and have no legal or contractual effect.

Copyright/Trademark Information: All trademarks are the property of their respective owners.

The copyrights, trademarks, trade names, logos, and service marks displayed on the Service (including "G-Connect") are G-Connect's property or the property of other third parties. The End-user/s are not permitted to use these Marks without G-Connect's prior written consent or the consent of such third party which may own the Marks.

1.1 **PROPRIETARY RIGHTS:** THE END-USER ACKNOWLEDGE THAT ALL THE INTELLECTUAL PROPERTY RIGHTS IN THE SERVICE AND THE UNDERLYING TECHNOLOGY, AND ALL CONTENT ON THE SITE ARE OWNED BY G-CONNECT, OR G-CONNECT'S LICENSORS. ALL RIGHTS NOT EXPRESSLY LICENSED ARE RESERVED. THE END-USER AGREES NOT TO REPRODUCE (EXCEPT TO VIEW CONTENT ON THE SITE FOR PERSONAL PURPOSES), REVERSE ENGINEER, MODIFY, OR CREATE DERIVATIVE WORKS BASED ON, THE SERVICE OR SITE CONTENT. EXCEPT AS EXPRESSLY PERMITTED UNDER THIS AGREEMENT, THE END-USER AGREE NOT TO RENT, LEASE, LOAN, OR SELL ACCESS TO THE SERVICE OR PROVIDE THE SERVICE TO ANY THIRD PARTY ON A SERVICE BUREAU OR TIME SHARING BASIS OR OTHERWISE.

Hardware Requirements: A compatible laptop, Smartphone, tablet, personal digital assistant and/or alternative device with Wi-Fi capability is required to enable operation of the Service, which device must be obtained by the End-users at its own cost.

Third party services: The End-user accept all responsibility for use of **third party services** through the Service and indemnify G-Connect to the full extent for any unauthorized use of the service, fees payable towards use of the service and/or any additional risk that may arise.

Alter Services: G-Connect reserve the right to include, alter, amend, replace and/or delete services to the G-Connect In-Flight Wi-Fi product and set the fees/charges applicable to same, as per G-Connect's sole discretion, which services will be regulated in terms of this Agreement.

Amendments: G-Connect furthermore reserves the right to amend this document/agreement/Terms and Conditions as per its sole discretion at any time it deems fit. End-user's continued use of the Service shall constitute acceptance of the amended Agreement.

G-Connect General Terms and Conditions: G-Connect's general Terms and Conditions are specifically incorporated into this Agreement (www.gconnect.co.za) and will be applicable with regards to use of the Service. End-user accepts and agrees to be bound by these Terms and Conditions as well as G-Connect's General Terms and Conditions with use of the Service.

CHANGES

From time to time there will be modifications of these Terms and Conditions, the privacy policy and related documents. You are consequently required and agree to regularly review these Terms and Conditions, the privacy policy and all related documents to ensure that you acquaint yourself with all modifications/changes at the earliest possible opportunity.

WirelessG 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 WirelessG'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.

WIRELESSG MAY MODIFY ITS PRODUCTS, MATERIALS, ACCESS, SERVICES, THEIR PRICES, POLICIES 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.

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 WirelessG Website. No further notice or other promulgation thereof by WirelessG 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.

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

THE WIRELESSG MAY, LIKEWISE, VARY THESE TERMS AND CONDITIONS AT ANY TIME AND WITHOUT NOTICE.



TURNSTYLE SERVICES

WirelessG implements the Turnstyle services as an outsourced Wi-Fi services to WirelessG's customer and/or end-users.

The following terms as per Turnstyle's website will be applicable to WirelessG's customers and/or end-users as if same was incorporated into this Terms and Conditions:

Wi-Fi terms: www.getturnstyle.com/legal/wifiterms

Website terms: www.getturnstyle.com/legal/websiteterms

Privacy Policy: www.getturnstyle.com/legal/privacypolicy

[collectively referred to as "Turnstyle's T&C"]

By accessing the Turnstyle's Service, the end-user agree to Turnstyle's T&C. Turnstyle may modify Turnstyle's T&C at any time without any consent or authorization, including modification or termination of the Turnstyle's Service, or any components thereof. Turnstyle will notify the end-user of any changes to the Turnstyle's T&C by posting notification on the "Login" or "Intercept" page that is presented when first accessing the Turnstyle Service from a Hotspot. However, it will be the responsibility of the end-user to verify Turnstyle's T&C and/or amended terms prior to use of the Turnstyle Service irrespective if same was communicated to end-user or not. End-user's continued use of the Turnstyle Service shall be deemed to be acceptance of the amended Turnstyle's T&C.

The end-user will be solely responsible for all access to and use of the Turnstyle Service and/or breach of the Turnstyle's T&C, including the use of the Turnstyle Service on end-user's device by any person authorized by the end-user to do so.

Access: In order to access the Turnstyle Service, end-user must login to its Facebook or Twitter account using the respective "OAuth" authorization procedure, or by supplying name and e-mail to Turnstyle, or as a guest and not supplying any additional information. By authorizing Turnstyle to access its Facebook account, the end-user hereby grant Turnstyle access to certain information in end-user's Facebook profile, including but not necessarily limited to: basic information including (but not limited to) age, birthdate, name, gender, location, email address; extended profile information including (but not limited to) events, check-ins, "likes", interests, friends, friends of friends, groups, etc.; and, other information which the OAuth procedure allows Turnstyle to access. By authorizing Turnstyle to access your Twitter account, the end-user hereby grant Turnstyle access to certain information in end-user's Twitter profile, including but not necessarily limited to: screen name, name, location, profile picture; and, other information which the OAuth procedure allows Turnstyle to access. If at any point the information Turnstyle requires by end-user's access necessitates a higher level of Facebook or Twitter profile access through OAuth authorization, these Turnstyle T&C's shall be amended accordingly and Turnstyle will notify end-user of said changes in the manner set forth above.

Furthermore, by agreeing to allow Turnstyle to access the Facebook or Twitter profile through the OAuth procedure, end-user hereby agree to any and all terms and conditions imposed on it by Facebook, Inc. or Twitter in connection with the OAuth procedure, end-user's use of the Facebook or Twitter website and any and all sites and/or applications or other data or content in connection therewith.

Linking of MAC Address to Personally Identifiable Information: End-user understand and agree that by engaging in certain Identification Activities, end-user are permitting Turnstyle to: a) store and access Personally Identifiable Information; b) link Personally Identifiable Information to the MAC address and location, as offered by the device with which end-user access the Internet and/or our Wi-Fi service; and, c) use Personally Identifiable Information in such other ways which accord with the terms and conditions herein set forth.

Service Availability: The Turnstyle Service is only available where Hotspot facilities exist. WirelessG and/or Turnstyle assumes no liability whatsoever for any claims, damages, losses or expenses arising out of or otherwise relating to the unavailability of the Turnstyle Service in a geographical area, in particular due to changes in the location and configuration of Hotspots.

Security and Privacy: Notwithstanding Turnstyle's Privacy Policy, WirelessG and/or Turnstyle will not be responsible for any corrupted files or viruses which affect the end-user of the Turnstyle Service. It will be end-user's responsibility to safeguard its system, through appropriate means (e.g. using commercially available software), from theft, unauthorized use or system corruption. Any detriment caused to the network as a result of end-user's failure to properly secure its system may result in the immediate termination of access to the Turnstyle Service. WirelessG and/or Turnstyle do not ensure or guarantee privacy for users of the Turnstyle Service. Any such use shall be at end-user's sole risk and WirelessG and Turnstyle, its affiliates and its agents shall be relieved from all liability in connection therewith. Hotspots represent additional security risks as compared with wired Internet connection because access to end-user's compatible device is possible without being physically connected to end-user's device, therefore, it is strongly recommended that end-user (and it is end-user's responsibility to) ensure that the configuration of the device is secure. In order to work with the widest variety of devices, end-user acknowledge that the Hotspots do not provide any level of encryption (such as WEP, WPA or other encryption and authentication mechanisms).

INDEMNITY: The end-user understands that the Turnstyle Services is made available by WirelessG as an outsourced service and on an arm's length basis; The end-user therefore agree to indemnify and hold WirelessG, G-Mobile, Tsamma Telecoms and/or any of its affiliates (including shareholders, directors, employees and/or any person/entity related to WirelessG) harmless from all liabilities and expenses related to the Turnstyle Services. The end-user furthermore indemnify and hold Turnstyle, its directors, officers, shareholders, affiliates, agents and suppliers harmless from all liabilities and expenses related to any violation of the Turnstyle T&C's by end-user or any user of end-user's device, or in connection with end-user or the use of the Turnstyle Service.

WARRANTY LIMITATION: The Turnstyle Service is provided on an "as is" and "as available" without warranties or conditions of any kind. NEITHER WIRELESSG, NOR TURNSTYLE MAKES ANY EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND WHATSOEVER, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT, OR IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE SERVICE, HARDWARE, SOFTWARE OR ANY OTHER DELIVERABLES PROVIDED HEREUNDER, OR ANY MERCHANDISE, INFORMATION, CONTENT OR SERVICE PROVIDED ON THE INTERNET AND ALL REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED ARE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, HEREBY EXCLUDED.

LIMITATION OF LIABILITY: Under no circumstances shall WirelessG and/or Turnstyle, its affiliates or its agents be liable to you or any third party for: (i) any direct, indirect, special, or consequential damages, including, without limitation, loss of profits and loss of business opportunities that result in any way from the Turnstyle Services, including your use of the Turnstyle Service or access to the Internet, Content or any part thereof, or your reliance on or use of information, services or merchandise provided on or through the Turnstyle Service, or that result from mistakes, omissions, interruptions, deletion or corruption of data, information or files, errors, defects, delays in preparations, or transmission, or failure of performance, or (ii) any losses or expenses (including legal fees) arising out of, or in connection with any allegation, claim, suit or other proceeding based upon a contention that the use of the Turnstyle Service by you or a third party through your account infringes the intellectual property rights or contractual rights of any third party.

