



CLOUDSEED GENERAL TERMS AND CONDITIONS

1 Definitions

1.1 **“Acceptance Date”** means the date on which you accepted the Agreement, be that in writing or by way of electronic medium, for example by clicking “I agree” on a web page or via your mobile phone, or telephonic acceptance;

1.2 **“Activation Date”** means the date on which Cloudseed will give you access to and/or enable you to use a product or service;

1.3 **“Agreement”** means the agreement concluded between you and Cloudseed in respect of the product or service contemplated in the Application Form which agreement will be exclusively governed by these general terms and conditions and the product specific terms and conditions applicable to the relevant product or service (**“Product Terms”**) read together with the Application Form;

1.4 **“Application Form”** means the document (including any electronic document) on which (inter alia) you selected your service or product of choice;

1.5 **“AUP”** means our Acceptable Use Policy (including our FUP) attached hereto as part of the Agreement, and which policy all Customers must adhere to and which policy was made by us to ensure: that we honour our commitment to comply with legislation; that all Customers use our network and services in a safe and responsible manner and without interference or harassment from others; that we protect our network against security threats; and that we ensure that the conduct of no one Customer prejudices the user experience of other Customers.

1.6 **“Business Day”** means Monday to Friday, but excludes Saturday, Sunday and a day which is an official public holiday in the Republic of South Africa;

1.7 **“Business Hours”** means the hours between 08h00 and 17h00 on a Business Day;

1.8 **“CPA”** means the Consumer Protection Act, 2008;

1.9 **“Electronic Communications Act”** means the Electronic Communications Act, 2005;

1.10 **“ECT Act”** means the Electronic Communications and Transactions Act, 2002;



1.11 **“Equipment”** means any device, equipment or hardware used to access the services or used in conjunction with the services, including any SIM (Subscriber Identity Module) card;

1.12 **“FUP”** means the Fair Use Policy forming part of our AUP;

1.13 **“ICASA”** means the Independent Communications Authority of South Africa;

1.14 **“Intellectual Property Rights”** means the copyright in any work in terms of the Copyright Act, No. 98 of 1978, and includes without limitation the right to reproduce that work, the rights in respect of a trade mark conferred by the Trade Marks Act, No. 194 of 1993, the rights in respect of a design conferred by the Designs Act, No. 195 of 1993, and the rights in respect of a patent conferred by the Patents Act, No. 57 of 1978 including any applications for the foregoing and any names, licenses, know how, trade secrets and data associated with the foregoing;

1.15 **“IP Services”** means services or products that provide (or include) internet services, including but not limited to, any service providing access to the internet or using internet protocols, any hosting services (data/content hosting, server hosting, web hosting, e-mail services, etc) or any other services provided over our network or the internet;

1.16 **“Juristic Person”** means a company or close corporation and includes a body corporate, partnership, association or trust;

1.17 **“Legal Notices Website”** means info@cloud-seed.co.za ;

1.18 **“Cloudseed Marks”** means any trademarks, logos, brand names, trade names domain names or other names or marks of Cloudseed whether registered or not;

1.19 **“Cloudseed”, “we”, “us” and “our”** means Cloudseed a Division of Internet Solutions Digital (Pty) Ltd, Registration Number 2000/021413/07, its affiliates and subsidiaries;

1.20 **“NCA”** means the National Credit Act, 34 of 2005;

1.21 **“Network” or “network” or “our network”** means any network, electronic communications network, system, server, hardware or technology infrastructure, or the like, including without limitation third party networks and/or Network Operator networks, owned or used by us or provided by us or our third party suppliers or the Network Operators, for purposes of providing any Cloudseed service or product to Subscribers or providing access thereto;

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1.22 “**Network Coverage**” means the geographical area within which the service can be accessed and used by you, as determined at the time coverage was established;

1.23 “**Network Operator**” means a company that owns or operates an electronic communications network, and which makes such network and the electronic communications services conveyed over such network available to other industry players for commercial purposes (e.g. Vodacom, MTN, Cell C, and Telkom);

1.24 “**OTP**” means a one time pin number used for enhanced security and required when concluding certain transactions;

1.25 “**RICA**” means the Regulation of Interception of Communications and Provision of Communication Related Information Act, 2002;

1.26 “**Website**” means www.cloudseed.technology ;

1.27 “**Subscriber**”, “**you**” or “**Customer**” means a user of any of our products or services;

1.28 “**Uncontrollable Event**” means (including without limitation) any fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, rebellions or revolutions in any country or any other cause beyond the reasonable control of Cloudseed including the termination or suspension of a service or product provided by a Network Operator and/or third party suppliers or any infrastructure failures, that may result in a delay or a failure to provide any product or service; and

1.29 “**VAT**” means Value Added Tax as provided for in the Value Added Tax Act, 1991.

2 Commencement, Duration, Termination and Cooling-off

2.1 The Agreement will commence on the Acceptance Date and endure indefinitely until it is cancelled as provided for in this clause 2, or otherwise provided in the Agreement. In the event that the product or service you have applied for is not activated within 30 (thirty) days of the Acceptance Date (or such extended period as CLOUDSEED may advise) due to an Uncontrollable Event, the Agreement will automatically terminate and no party shall have any liability to the other as a result of such termination.

2.2 Fixed Term Agreements

2.2.1 Where the Subscriber is a natural person, you may cancel the Agreement either on the expiry of the fixed period (“**Initial Fixed Period**”) selected in the Application Form (such Initial Fixed Period calculated from the Activation Date) or on at least 20 (twenty) Business Days written notice to Cloudseed at any



time prior to the expiry of the Initial Fixed Period, subject to clause 2.2.4. If the Agreement is not cancelled by you or by us prior to or on the expiry of the Initial Fixed Period, it will automatically continue and constitute a month to month agreement terminable on at least 1 (one) calendar month's notice to Cloudseed, which termination will take effect on the first day of the month immediately following the end of the applicable notice period. We will notify you not more than 80 (eighty) Business Days and not less than 40 (forty) Business Days prior to the expiry of the Initial Fixed Period of the impending expiry date any material changes to the Agreement that will apply to such automatic renewal and you retain your right to cancel as aforesaid.

2.2.2 Where the Subscriber is a Juristic Person, you may not cancel the agreement during the Initial Fixed Term of the Agreement (such Initial Fixed Period calculated from the Activation Date) save for a material unremedied breach committed by Cloudseed. At the expiry of the Initial Fixed Period, the Agreement will automatically renew and will continue on a month to month basis ("**Renewal Period**") on the revised terms including revised pricing applicable for such Renewal Period which Cloudseed will notify you of prior to the expiry of the Initial Fixed Period. You may terminate the Agreement during the Renewal Period by giving 1 (one) calendar month notice or notice as specified in the Product Terms or Application Form, which notice will take effect on the first day of the month immediately following the end of such notice period.

2.2.3 Cloudseed may cancel the Agreement –

2.2.3.1 in the case of a fixed term agreement concluded with natural persons – 20 (twenty) Business Days after giving you written notice to remedy a material breach of the Agreement and you have failed to remedy that breach within such time; and

2.2.3.2 in the case of any other fixed term agreement or any month to month agreement, on the expiry of the reasonable notice period given to you to remedy a material breach and you have failed to remedy that breach within such reasonable period, or otherwise as provided for in the Product Terms or these general terms and conditions.

2.2.4 In the case of a fixed term agreement contemplated in 2.2.1, in the event that you cancel the Agreement prior to the expiry of the Initial Fixed Term, you will remain liable for all amounts owing up to the date of cancellation and in addition Cloudseed will be entitled to impose a reasonable cancellation penalty in contemplation of the Agreement enduring for its intended fixed term.



2.3 Save as specifically provided for in clause 2.2 above, termination of the Agreement shall be governed by and given effect to as contemplated in the Agreement. In particular, month to month agreements (other than fixed term agreements contemplated in clause 2.2.1 and clause 2.2.2) may be terminated by either Cloudseed or you on 1 (one) calendar month's notice, save to the extent provided otherwise in the Product Terms, which termination will take effect on the first day of the month immediately following the end of the applicable notice period.

2.4 Notwithstanding the termination of the Agreement, in the event that you continue to use the products or services despite the termination of the Agreement, you will remain liable for and promptly pay on demand all amounts that would have been due to Cloudseed as a result of the use of or access to the product or service and the Agreement shall be deemed to continue to apply until such time as all amounts due to Cloudseed have been paid in full.

2.5 If the Agreement results from any direct approach to you by Cloudseed or is an electronic transaction as contemplated in the ECT Act, you will be entitled to cancel the Agreement on written notice to Cloudseed without reason or penalty within 5 (five) Business Days of –

2.5.1 in the case of services only being provided in terms of the Agreement - the Acceptance Date; and

2.5.2 in the case where goods are provided and constitute the subject of the Agreement, whether in conjunction with services or on its own – the date of delivery of such goods.

2.6 For purposes of clause 2.5.2, goods include any literature, music, photograph, motion picture, game, information, data software, code or other intangible product or any license to use such intangible product. Where the Agreement relates to the provision of services and you are provided with Equipment or goods to which clause 9 applies then clause 2.5.1 and not clause 2.5.2 will apply.

2.7 Any notice to Cloudseed by you for cancellation in terms of the Agreement shall be made in writing and unless otherwise prescribed by law, such notice must be made in accordance with the Cloudseed provisioned cancellation procedures which are published on our Website from time to time.

3 NCA and ECT Act

3.1 Although the Agreement is not a credit agreement as contemplated in the NCA, your application for a service or product may be subject to a credit referencing or risk assessment process. This means that Cloudseed may utilize the information provided by you including your personal information and request and receive information about

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you and your credit record (“**Assessment Information**”) from registered credit bureaus in order to determine whether you will be in a position to meet your obligations under the intended Agreement. Cloudseed will be entitled to decline to activate a product or service that you apply for if Cloudseed reasonably determines that you may not be able to meet your commitments under the Agreement.

3.2 Cloudseed is entitled to perform these assessments each time you apply for a service or product.

3.3 The consumer protection provisions of the ECT Act, apply to transactions and communications that are executed electronically by a natural person. It also does not apply to paper based transactions, e.g. where you apply for a service or product by completing an Application Form in writing.

4 Conditions of access

4.1 Cloudseed will, unless it declines to activate the service as contemplated in clause 3.1, make the service available to you on the Activation Date.

4.2 Cloudseed will, where relevant, issue a username and password to you prior to the Activation Date in order to enable you to gain access to and/or use a service. In such instance, you will not be able to access and/or use a service without a username and password.

4.3 You may be issued with an OTP for the purposes of concluding certain transactions. The OTP will be SMS'd to the cell phone number provided by you. Should you not have a cell phone you will need to contact our call centre to complete transactions requiring an OTP.

4.4 You agree that:

4.4.1 you will use your username, password and OTP for your own personal use only;

4.4.2 you will not disclose your username, password and OTP to any other person for any reason whatsoever and that you will maintain the confidentiality thereof;

4.4.3 in the event that your password or OTP are compromised, you will immediately notify Cloudseed and change your password;

4.4.4 you, as the holder of the username, password and OTP, acknowledge you are solely responsible for all payments in respect of a service charged to your Cloudseed account, irrespective of whether the

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service has been utilized or is being utilized by you or not and accordingly the entire amount outstanding on your Cloudseed account will be deemed to have arisen from (or relate to) your access to and/or use of a service;

4.4.5 you agree to cause all persons who use any products or services under your account or with your authorization to comply with the Agreement. All acts or omissions of all persons who use services under your account or with your authorization will be treated for all purposes as your acts or omissions;

4.4.6 unless such right is specifically and expressly provided to you in terms of any applicable Product Terms you will not, at any time, permit and/or initiate a simultaneous network log-in; and

4.4.7 you will not attempt to circumvent Cloudseed's user authentication processes or engage in attempts to access Cloudseed's network where not expressly authorised to do so.

4.5 Cloudseed also offers a password reminder service. Cloudseed will send your password to your registered email address or cell phone number should you have forgotten your password. Subscription to this service is voluntary. Password reminders will only be sent to your registered details and should such details change it is your responsibility to notify Cloudseed thereof and to update your details via the My Account site found at www.cloudseed.technology.

5 Service Delivery, Service Availability

5.1 Cloudseed will make all its services and products available to you in accordance with the provisions of its Code of Conduct and Service Charter, which are available on our Website under Legal Notices, at Cloudseed's retail shops, and on request.

5.2 Cloudseed will use reasonable endeavours to make its services available to its Subscribers, and to maintain the availability thereof for use by its Subscribers. However, we provide the services "as is" and "as available" and we do not make any express or implied representations or warrant or guarantee the quality or security of the services or that the services will at all times be free of errors or interruptions, be always available, fit for any purpose, not infringe any third party rights, be secure and reliable, or will conform to your delivery timeline requirements subject always to the provisions of the CPA where applicable.

5.3 Cloudseed will use its best endeavours to notify you in advance of any maintenance and repairs which may result in the unavailability of a service, but cannot

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always guarantee this. We are committed to provide you with uninterrupted services. However, we cannot guarantee that service and the allocated capacity will always be available.

5.4 We can terminate the service at any time if we decide to discontinue the service offering for any reason whatsoever, without any further liability to you.

6 Data Retention

6.1 We will use reasonable endeavours to ensure the safekeeping of any data or content which you may receive or upload to our servers from time to time, such as (without being limited to) photographs, websites, videos, data and e-mail messages (hereinafter collectively referred to as "your data"). However, it is your obligation to keep copies and back-ups of your data, as:

6.1.1 we will not be liable for any direct or indirect loss or damages of any kind, which you may suffer as a result of the loss of your data, or any part thereof, for any reason whatsoever; and

6.1.2 we will, unless otherwise required by law, delete all your data from our servers upon termination of the Agreement and any other agreement between us.

7 Communication, Complaints Handling and Dispute Resolution

7.1 You agree that Cloudseed may from time to time send you communications regarding (without being limited to) special offers or discounts which Cloudseed may negotiate for and offer to its Subscribers and/or new services or products launched. All communications will abide by our Privacy Policy and applicable law. You will always be entitled to notify us in writing that you do not wish to receive or continue to receive such communications and if you are a consumer as contemplated in the CPA, to preemptively block the receipt of such communications.

7.2 Complaints must be submitted to Cloudseed and will be dealt with by Cloudseed in accordance with the provisions of this clause 7.

7.3 Any payment default by you arising from, or in connection with, any service or product rendered or provided by Cloudseed, will be excluded from the provisions of this clause, and Cloudseed will be entitled to proceed to institute legal action against you.

7.4 Without prejudice to your rights in law, you are required, to first approach us with any complaint or dispute and afford us an opportunity to resolve a complaint before

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you approach ICASA or any other relevant authority, court or other dispute resolution body or refer the matter to arbitration as contemplated in clause 7.10 below.

7.5 Please direct all complaints to complaints@cloud-seed.co.za. Your complaint should include the following:

7.5.1 your name and surname;

7.5.2 your account number;

7.5.3 the date on which the complaint arose; and

7.5.4 a brief description of what gave rise to the complaint.

7.6 In the event of a billing complaint you should also include the following:

7.6.1 a copy of the bill concerned or the particulars thereof, e.g account number;

7.6.2 the reason for the dispute;

7.6.3 the amount in dispute; and

7.6.4 supporting information or documentation, if any.

7.7 Cloudseed will acknowledge receipt of your complaint within 3 (three) working days of receipt thereof.

7.8 Cloudseed will formally respond with a view to proposing a resolution of your complaint in writing within 14 (fourteen) working days of receipt thereof, or within such longer period as we reasonably require under circumstances where the resolution of the complaint is for example (but without limitation) in the hands of a supplier or third party service provider.

7.9 You may approach ICASA or any other relevant authority, court or dispute resolution body or refer the matter to arbitration as set out in clause 7.10 below, for resolution of the dispute, should you not be satisfied with the proposed resolution of the dispute by Cloudseed.

7.10 Any dispute between the parties may be referred to arbitration and finally resolved in accordance with the rules of the arbitration Foundation of Southern Africa. Such arbitration shall be held either in Johannesburg, and conducted in the English language before one arbitrator appointed in accordance with the said rules. Any award will be final and not subject to appeal. This agreement to arbitrate shall be enforceable

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in, and judgement upon any award may be entered in any court of any country having appropriate jurisdiction. A dispute shall be deemed to have arisen when either party notifies the other party in writing to that effect.

7.11 The arbitrator shall have the power to give default judgement if any party fails to make submissions on due date and/or fails to appear at the arbitration.

7.12 The provisions set out above shall not prevent either party from approaching any court of competent jurisdiction to obtain interim or other relief in cases of urgency.

8 Payment

8.1 Unless otherwise agreed in the Application Form or Product Terms, billing will commence on the Activation Date.

8.2 Notwithstanding the aforesaid Cloudseed may bill you for any non-subscription charges e.g. setup fees, hardware costs and/or installation fees prior to the Activation Date.

8.3 You agree to pay all amounts due under the Agreement in consideration for a service or product in accordance with the Application Form or Product Terms under which that service is rendered or that product is offered.

8.4 To the fullest extent permitted by law, all amounts due and payable in terms of the Agreement shall be paid free of exchange and without deduction or set-off, by way of a direct debit order in favour of Cloudseed (drawn against an existing banking account nominated by you), or in such other manner as Cloudseed may from time to time determine.

8.5 You agree that Cloudseed will be entitled and authorized to draw all amounts payable in terms of the Agreement from the account specified by you (or any other bank or branch to which it may be transferred).

8.6 Unless otherwise agreed in the Application Form or Product Terms the debit order authorisation will, subject to clause 8.2 above, in terms of the default billing procedure, commence on the Activation Date and will continue and not be revoked until termination of the Agreement or until all amounts due and owing to Cloudseed have been fully and finally discharged; and

8.6.1 will in the first instance be collected immediately or run within 5 (five) Business Days of Activation and immediately collect:

8.6.1.1 any pro rata subscription charges due in advance for the current month; and



8.6.1.2 any subscription charges due in advance for the following month if Activation occurs on or after the 26th of a month; and

8.6.1.3 any outstanding setup and/or hardware charges (whether delivered or to be delivered) or the like; and

8.6.2 will thereafter be collected on the last working day of the first month (if Activation occurred before the 26th of a month), or on the last working day of the following month (if Activation occurred on or after the 26th of a month) and each subsequent month, to collect any amounts due, such as the next month's subscription charges and/or any applicable usage charges, and/or hardware charges (whether delivered or to be delivered) or the like, whatever may be due and payable on the last working day of each subsequent month.

8.7 You agree to sign all such forms and do all such things as may be necessary to give effect to the debit order as contemplated in clause 8.6 above or otherwise.

8.8 Depending on the Activation Date your first bill may thus be for part of a month and you may be charged for the number of days left in the month or the full month (depending on the product or Product Terms e.g. software license fees normally not pro-rated) in which you signed up or switched over, plus the subscription for the next month and any once off charges that may be applicable.

8.9 Should you fail to pay any amount on the due date for payment then Cloudseed may, without prejudice to any of its other rights and remedies:

8.9.1 take all such further steps as may be necessary to recover the outstanding amount from you, including without limitation the use of debt collection mechanisms;

8.9.2 suspend your access to the service or the use of any product without notice to you until such time as the outstanding amount has been paid in full; or

8.9.3 subject to clause 2, terminate this Agreement with immediate effect.

8.10 In the event of Cloudseed suspending your access to the service, Cloudseed reserves the right to continue to charge you the minimum required to keep your account activated for the period of suspension, unless terminated by you in terms of the Agreement.



8.11 If any changes are proposed to any terms of an agreement between Cloudseed and a Network Operator and/or any third party supplier, which impacts on the provision of any services or products in terms of the Agreement, or if any changes to this Agreement are necessary because of new and/or amended legislation and/or changes to Cloudseed's license conditions and/or any changes to our products and services and/or fees and charges relating thereto, Cloudseed shall subject to clause 2 above, be entitled to amend the terms, fees or charges for its services or products at any time on 30 (thirty) days' notice to you as provided for in clause 21 below. However, should the Network Operator and/or third party supplier not provide Cloudseed with timeous written notice, or should any other circumstances beyond the reasonable control of Cloudseed occurs which does not enable Cloudseed to reasonably have the opportunity to give 30 (thirty) days' notice, then Cloudseed will only be able to provide written notice to you within a reasonable period after Cloudseed is so notified, and in such event the notice period may be shorter than the aforesaid 30 (thirty) day notice period. The amendment will take effect on the date indicated in the notice.

8.12 Cloudseed will use reasonable endeavours to inform you well in advance, and in any event prior to disconnection, about the possibility of disconnection in the case of non-payment.

8.13 When roaming (including voice, data and hotspot roaming), you will be responsible for all applicable Cloudseed charges in addition to the relevant service provider's charges and subject to their limitations or conditions of such roaming services.

8.14 To the extent that Cloudseed incurs any additional expenditure relating to the tracing and/or collection of unpaid amounts, those costs shall be for your account to the extent permitted by law.

8.15 Where you select any item to be added to your bill in the My Account site, the cost of such item will appear on your next bill.

8.16 The products and services that you may elect to add to your bill on the My Account site may be offered by third party providers and are subject to their applicable terms and conditions. **You are solely responsible for evaluating the product or service, as the case may be, and the terms and conditions applicable to it before adding the item to your bill.** We are not a party to or in any way responsible for any transaction between you and the third party provider of any such products/services.

8.17 You are responsible for all transactions and any other activities that may occur under your username and password. All transactions done on the My Account site under your username and password will be deemed to have been made by you, including any item added to your bill.



8.18 Cloudseed will be entitled, from time to time, to impose limits on the total value spent on items added to your bill per month. Once the limit is reached, no further items may be added to your bill on the My Account page for that month/day (whichever is applicable).

9 Equipment and Software

9.1 Except for Equipment that you have fully paid for, all Equipment installed or provided by us remains our property and you agree that:

9.1.1 you will take reasonable care with such Equipment;

9.1.2 you may not sell, lease, mortgage, transfer, assign or encumber such Equipment;

9.1.3 you may not re-locate such Equipment without our knowledge and permission;

9.1.4 you will inform any landlord that such Equipment is owned by Cloudseed and therefore not subject to any landlord's hypothec; and

9.1.5 you will return such Equipment to us at your own expense upon termination of the services to which the Equipment relates.

9.2 If such Equipment is lost, stolen or damaged or sold, leased, mortgaged, transferred, assigned, encumbered or not returned, you agree to pay us the reasonable value of such Equipment, together with any costs incurred by us in seeking possession of such Equipment.

9.3 You authorise us and our representatives to enter or have access to your premises as reasonably necessary, at mutually agreed upon times, to install, maintain, inspect, repair or remove the Equipment or to maintain, investigate, protect, modify or improve the operation of our services or our facilities.

9.4 Equipment and related software may have to meet certain minimum requirements and be maintained in certain ways and in certain locations in order to access the services or for the proper operation of the services (e.g. 112 emergency services). Such requirements may be changed from time to time as we may reasonably require. Unless otherwise specified by us, you are solely responsible for updating or maintaining your Equipment and software as necessary to meet such requirements, and you may not be entitled to customer support from us if you fail to do so.

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9.5 You must immediately notify us, if your Equipment is lost, stolen or destroyed. Should you then wish to terminate the services, your obligations under the Agreement will continue to apply save as provided for in clause 2.

9.6 Any software and accompanying documentation we provide to you remains our property or that of our licensors. You will take all reasonable steps to protect such software or documentation from theft, loss or damage. You will be obliged to review and agree to the applicable end user license agreement before installing or using the software or documentation. Unless otherwise provided in the applicable end user license agreement, all end user license agreements will terminate upon termination of the Agreement.

10 Return, Exchange and Refunds

10.1 Cloudseed's policy in respect of exchanges, returns and refunds depends on, inter alia, the type goods and the policy of the manufacturer or supplier thereof. Where the CPA applies to you, Cloudseed's policy in this regard will comply with the requirements of the CPA in relation to exchanges, returns and refunds.

10.2 Warranties, if any, will ordinarily be included in the hardware packaging.

10.3 Where the CPA applies to you and/or the product or service in question, Cloudseed will provide, the warranties, undertakings and assurances as required under the CPA but subject to any limitations and restrictions as allowed under the CPA.

11 Security and Privacy

11.1 Cloudseed will be entitled to take whatever action Cloudseed may deem necessary and reasonable to preserve the security and reliability of its network.

11.2 You may not utilize any service in any manner which may compromise the security of Cloudseed's network, or any other network connected to Cloudseed's network, or tamper with a service or such a network in any manner whatsoever.

11.3 Cloudseed takes reasonable steps to secure your payment information. Cloudseed uses a payment system that is in Cloudseed's reasonable opinion, sufficiently secure with reference to accepted technological standards at the time of the electronic transaction and the type of the transaction concerned.

11.4 Cloudseed will deal with your personal information in accordance with the provisions of our Privacy Policy which is available on our Legal Notices Website and in compliance with all relevant laws.

12 Acceptable Use Policy



You hereby agree to adhere to generally acceptable Internet and e-mail etiquette. In this regard you will be expected to have read and familiarized yourself with our AUP.

13 RICA and Interception of Communications

13.1 Cloudseed and/or a third party Network Operator (as the case may be) may under the circumstances as prescribed in RICA, be required to intercept, lock, filter, read, delete, disclose and use communications sent or posted via Cloudseed's or the Network Operator's network. Cloudseed and/or a third party Network Operator shall not be liable to you for any losses, liabilities, damages and claims and for any related costs and expenses suffered by you as a result of Cloudseed and/or a third party Network Operator performing any activity referred to in this clause where Cloudseed is obliged by operation of law to perform such acts.

13.2 Should you sell or in any manner provide your activated SIM card to any person other than a family member, you and the person receiving the SIM card must provide Cloudseed with certain information. Should you lose or have a SIM card or cell phone stolen you must report it to the South African Police Services.

13.3 Should you provide a SIM card to your employee or lease your SIM card to a third party you need to obtain and keep certain information about the person receiving the SIM card.

13.4 Cloudseed will provide you with an electronic copy of RICA upon request.

14 Intellectual Property Rights

14.1 You agree to comply with all laws applicable to any Intellectual Property Rights in respect of any data, files and/or information accessed, retrieved or stored by you through your use of any of our services and/products.

14.2 You are prohibited from using any Cloudseed Marks without the prior written approval of Cloudseed.

14.3 Other than as specifically provided in the Product Terms, Cloudseed will wholly and exclusively retain all existing Intellectual Property Rights and become the exclusive and unencumbered owner of all Intellectual Property Right(s) employed in or otherwise related to software used by Cloudseed, its network infrastructure, e-commerce network infrastructure, business and the provision of any of the services in terms of the Product Terms.

15 Emergency Calls



15.1 Should you make use of the 011 301 3605 emergency service number while using any applicable Cloudseed service, Cloudseed may disclose the caller line identity either to the 112 emergency centre or to the third party that may carry the call to the 112 emergency centre.

16 Breach

16.1 Subject to any other provisions set out in these general terms and conditions or the Product Terms and without prejudice to any of these provisions, should you be in breach of any provision of this Agreement, then Cloudseed shall be entitled, without prejudice to any other rights that it may have and to the extent required or permitted, as the case may be, by law, to forthwith:

16.1.1 afford you a reasonable opportunity to remedy the breach, taking into account the nature of the breach in question; or

16.1.2 suspend your access to a service; or

16.1.3 cancel all agreements concluded between us; or

16.1.4 claim immediate performance and/or payment of all your obligations in terms hereof.

16.2 Should Cloudseed suspend, disconnect or terminate your service, Cloudseed will be entitled to, charge you a fee for reconnecting your service.

17 Indemnity

17.1 You hereby unconditionally and irrevocably indemnify Cloudseed and agree to indemnify and hold Cloudseed harmless against all loss, damages, claims, liability and/or costs, of whatsoever nature, howsoever and whensoever arising, suffered or incurred by Cloudseed as a result of any claim instituted against Cloudseed by a third party (other than you) as a result of (without limitation):

17.1.1 your use of our services or products other than as allowed or prescribed in the Agreement;

17.1.2 any other cause whatsoever relating to the Agreement or the provision of services or products to you where you have acted wrongfully or failed to act when you had a duty to so act.

18 Limitation of liability



18.1 Save to the extent otherwise provided for in the Agreement or where you are entitled to rely on or receive, by operation of law, any representations, warranties or guarantees, we do not make or provide any express or implied representations, warranties or guarantees regarding the availability, accuracy, reliability, timeliness, quality or security of any product or service.

18.2 Without limiting the generality of the provisions of clause 18.3, Cloudseed shall not be liable for and you will have no claim of whatsoever nature against Cloudseed as a result of -

18.2.1 your use of the password reminder service which you acknowledge you are not obliged to use and have voluntarily elected to make use of;

18.2.2 the loss of or access to any usernames, passwords or OTPs which you are required to safeguard and not allow unauthorized access on the understanding that we will be entitled to assume that you are the person so using or gaining access to any service or account where your username, password or OTP is used; ; or as a result of any unauthorized third party accessing or using your service howsoever, whether fraudulently or as a result of your negligence, including without limitation your failure to have reasonable security measures and/or strong passwords in place;

18.2.3 any unavailability of, or interruption in the service due to an Uncontrolled Event;

18.2.4 any damage, loss, cost or claim which you may suffer or incur arising from any suspension or termination of the service/s for any reason contemplated in the Agreement.

18.3 In addition to and without prejudice to any other limitations of liability provided for in the Agreement and to the fullest extent permitted by applicable law, Cloudseed shall not be liable to you for any direct damages howsoever arising and neither party shall be liable to the other for any special, indirect, incidental, consequential or punitive damages arising out of or relating to the Agreement, whether resulting from negligence, breach or any other cause. To the extent that a competent court or tribunal or other competent dispute resolution body or authority finally determines, notwithstanding the exclusion contained in this clause, that Cloudseed is liable to you for any damages, Cloudseed's liability to you for any damages howsoever arising shall be limited to the amounts paid by you under the Agreement in consideration for a service or product during the immediately preceding 12 (twelve) month period in respect of the service or product which gave rise to the liability in question.



19 Cession and Delegation

You may not sell, cede, assign, delegate or in any other way alienate or dispose of any or all of your rights and obligations under and in terms of the Agreement without the prior written approval of Cloudseed. Cloudseed shall be entitled to sell, cede, assign, delegate, alienate, dispose of or transfer any or all of its rights and obligations under and in terms of the Agreement to any of its Affiliates or to any third party without your consent and without notice to you. "Affiliates" for this purpose includes Cloudseed's holding company, the holding company(ies) of Cloudseed's holding company (collectively "its holding companies"), its subsidiaries, subsidiaries of its holding companies and any other companies which are directly or indirectly controlled by Cloudseed or are under common control with Cloudseed.

20 Jurisdiction

Notwithstanding clause 7 above, you hereby consent to the jurisdiction of the Magistrate's Court in the Republic of South Africa in respect of any proceedings that may be initiated by Cloudseed arising out of the Agreement, provided that Cloudseed shall be entitled, in its reasonable discretion, to institute such proceedings in the High Court of South Africa and, in such event, you consent to the jurisdiction of such court. The jurisdiction of the Small Claims Court is specifically excluded, as the parties agreed to follow the arbitration process set out in clause 7 above.

21 Amendment of the Agreement

21.1 Subject to your right to cancel as provided in clause 21.2 below, Cloudseed reserves the right to amend the Agreement, including its charges, from time to time on written notice to you, which notice may be sent by email to you and/or which notice may be effected by publishing any new version of the Agreement on our Website together with the date on which it will become effective, which will (save as otherwise provided for herein) if reasonably possible, at least be 30 (thirty) days after the date on which it is first published. It is your obligation to visit our Website on a regular basis in order to determine whether any amendments have been made.

21.2 If you do not agree to the amendments, you may cancel the Agreement subject to the cancellation provisions of this Agreement, including those referred to in clause 2, provided that written notice of cancellation must be given to us within 30 (thirty) calendar days of the date of notification to you of any such amendments.

22 General

22.1 Subject to Cloudseed's right to amend the Agreement described elsewhere in this Agreement, the parties acknowledge and agree that the Agreement constitutes the whole of the agreement between them and that no other agreements, guarantees,

Cloudseed (Pty) Ltd Reg. No: 2008/000319/07 VAT No.: 4040246334

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12th Floor Sandton Eye Radisson Blu Gautrain Hotel Cnr Rivonia & West Sandton 2146
Director: T Mogashoa



undertakings or representations, either verbal or in writing, relating to the subject matter of the Agreement not incorporated in the Agreement shall be binding on the parties. Unless otherwise provided herein, no changes or cancellation of the Agreement by you, including any changes to the Application Form will be binding on any of the parties unless recorded in writing and signed by both parties, notwithstanding activation of the service.

22.2 Cloudseed is in terms of section 43 of the ECT Act required to make its contact details and certain other information available to its Subscribers who enter into electronic transactions with Cloudseed. This information is available under “ECT Act Information” under Legal Notices on our Website.

22.3 You agree that any notices we send to you in terms of any agreement concluded between us may be sent via e-mail unless otherwise prescribed by law.

22.4 No indulgence, leniency or extension of time which Cloudseed may grant or show to you shall in any way prejudice Cloudseed or preclude Cloudseed from exercising any of its rights in the future.

22.5 In the event of a discrepancy between these general terms and conditions and the Product Terms, the Product Terms will take precedence.

22.6 Where you have activated a mailbox, you agree to read and comply with the Mailbox Conditions found at www.cloudseed.technology.

22.7 You warrant that as at the date of signature of the Application Form, all the details furnished by you to Cloudseed are true and correct and that you will notify Cloudseed in the event of any change to such details.

22.8 All our terms and conditions can be accessed, stored, and reproduced electronically by you.

22.9 The physical address where Cloudseed will receive legal service of documents is the following:

12th Floor, Sandton Eye

Radisson Blu, Gautrain Hotel

Corner West and Rivonia

Sandton, 2146

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