TERMS OF USE

BLUE LABEL TELECOMS LIMITED (2006/022679/06) AND/OR AFFLILIATES WEBSITE AND PRODUCTS/ SERVICES TERMS OF USE

1. **INTRODUCTION:**

    1. This document contains the terms and conditions for the use of BLT and/or its Affiliates websites and Products/Services. By accessing any page on the BLT and/or its Affiliates websites or making use of any Products/Services you agree to the following terms and conditions.
    2. In terms of section 11 of the Electronic Communications and Transactions Act 25 of 2002, as amended ("ECTA") these terms and conditions are binding and enforceable against all persons that access the BLT and/or Affiliates websites or any part thereof or make use of any Products/Services offered by BLT and/or its Affiliates.
    3. If you do not agree with these terms and conditions you must leave the BLT and/or its Affiliates websites and discontinue your use without delay, as further use will mean that you have accepted these terms and conditions and agree to these terms and conditions.
    4. These terms and conditions contain provision which appear in a similar text, which may:
        - limit the risk or liability of BLT and/or its Affiliates or a third party; and/or
        - create risk of liability for yourself; and/or
        - compel you to indemnify BLT and/or its Affiliates or a third party; and/or
        - serve as an acknowledgment of facts by yourself.
    5. These terms of use should be read with our Privacy Policy and Promotion of Access to Information Act 2 of 2000 (PAIA).

2. **DEFINITIONS AND INTERPRETATION:**

    1. "Affiliates" any person or entity that directly or indirectly controls, is controlled by, or is under common control with, the relevant Party to this Agreement. For purposes hereof, the term "control" means the power to direct the management or affairs of a person or entity through the ownership of voting securities, by contract, or otherwise;
    2. "BLT" means Blue Label Telecoms Limited, registration number
    3. 2006/022679/06;
    4. "ECTA" Electronic Communications and Transactions Act 25 of 2002
    5. "Products and/or Services"
    6. "User" or "you" means a person who accesses or uses the BLT and/or its Affiliates
    7. website, notwithstanding the fact that such a person only visits the home page of BLT and/or its Affiliates;
    8. References herein to the singular includes the plural and vice versa;
    9. Hyperlinks have been used in these terms and conditions. The fact that some or all of the hyperlinks may be non-operational, shall not play a role in the determination of the validity and interpretation of these terms and conditions. You access those sites and use their products or services solely at your own risk.

3. **DISCLAIMER:**

    1. Whilst every reasonable effort has been made by BLT and/or its Affiliates, and its suppliers of content and information, to ensure the proper performance of the online services, the accuracy of the content, information and images and the reliability of the binary data on the online services, BLT and/or its Affiliates, suppliers, or any of their employees, do not, to the full extent permitted by law, guarantee the availability or accuracy of the Products, Services, content, information and/or images offered.

2. BLT and/or its Affiliates makes no representations or warranties, whether express or implied, and assumes no liability or responsibility for the proper performance of the Products or Services and the Products or Services are used at your own risk.
3. BLT and/or its Affiliates does not warrant that the Products or Services will meet your requirements, be uninterrupted, complete, timely, secure or error free.

4. **LIMITATION OF LIABILITY AND INDEMNITIES:**

1. BLT and/or its Affiliates shall not be liable to you or any third party, in any manner whatsoever, and you indemnify BLT and/or its Affiliates accordingly, for any damage, loss, liability, actions, suites, proceedings, costs, demands, damages whether direct, indirect or of a consequential nature that resulted from a breach of these terms and conditions by you or arising out of or in connection with the failure or delay in the performance of the Products or Services or your use of the Products or Services (including direct, indirect, special or consequential damages) and whether on an contract, negligence or any other action, or the use of the Products or Services, other than in respect of losses caused by BLT and/or its Affiliates gross negligence or intentional misconduct.
2. Without deviating from the generality of 4.1 above, BLT and/or its Affiliates shall not be liable to you for any breach of these terms and conditions or failure to perform any obligations as a result of technical problems, termination of any licence to operate or use, act of God, government control, restrictions or prohibitions or other government act or omission, whether local or national, act of default of any supplier, agent or sub-contractor, industrial disputes or any other cause beyond BLT and/or its Affiliates reasonable control.

5. **USE OF PRODUCTS AND/OR SERVICES (IF APPLICABLE)**

1. You agree and confirm that you are over the age of 18 years and are authorised to access, make purchases or payments, and/or make changes to any account, personal information and associated profile settings on any of the Products and/or Services available to you.
2. In the event that you are not the account holder and/or are not authorised to make use of the relevant Products and/or Services, you declare that you have obtained the necessary consent for access to and/or to make changes to the relevant accounts, personal information, profile settings, as well as make purchases and payments.
3. It may be required of you to update your personal details to continue using certain functions of the Products and/or Services. You agree and confirm that you are the authorised person to use the details that you are registering/logging-on with and the information provided to BLT and/or its Affiliates is accurate and your own personal details, if the personal information provided is not your information or is incorrect, BLT and/or its Affiliates will not be held liable in any way. If BLT and/or its Affiliates establish that the intention of using incorrect and/or false personal information is to conduct fraud or malicious activities on this portal, you will be criminally prosecuted as per current legislation.
4. You are only permitted and may only use, access, browse, view, amend, download and print the content and details of the Products and/or Services for lawful and legal purposes and you may not use BLT and/or its Affiliates websites or any of the Products and/or Services for harmful purposes, illegal purposes, disclosing, sharing or publishing material that may be offensive, defamatory, regulated, prohibited, infringing or damaging to any person and/or is in breach of any intellectual property rights.
5. The caching of the BLT and/or its Affiliates websites shall only be allowed if:
    1. the purpose of the caching is to make the onward transmission of the content from the online services more efficient;
    2. the cached content is not modified in any manner whatsoever;

3. the cached content is updated at least every 12 (twelve) hours; and
4. the cached content is removed or updated when so required by BLT and/or its Affiliates.

6. If any User uses content in breach of these terms and conditions:
    1. BLT and/or its Affiliates reserves the right to claim damages from you;
    2. BLT and/or its Affiliates reserves the right to institute criminal proceedings against you; and
    3. BLT and/or its Affiliates shall not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the use of such content by the User or any third party who obtained any content from the User.
7. Hyperlinks to the Products and/or Services from any other source shall be directed at the home page of BLT and/or its Affiliates websites. Links beyond BLT and/or its Affiliates website home page may only be used with BLT and/or its Affiliates prior written consent.
8. Users may quote small and reasonable amounts of content available from BLT and/or its Affiliates websites only if such content is placed in inverted commas and acknowledged.
9. No person may, without the prior written consent of BLT and/or its Affiliates, frame BLT and/or its Affiliates websites in any manner whatsoever.
10. Apart from bona-fide search engine operators and use of the search facility provided by BLT and/or its Affiliates websites, no person may use or attempt to use any technology or applications (including web crawlers, robots or web spiders) to search, collect or copy content from BLT and/or its Affiliates website, for any purposes, without the prior written consent of BLT and/or its Affiliates
11. E-mail addresses, names, telephone numbers and fax numbers published on BLT and/or its Affiliates websites may not be incorporated into any database used for electronic marketing or similar purposes. No permission is given or should be implied that information in/on BLT and/or its Affiliates websites may be used to communicate unsolicited communications to BLT and/or its Affiliates. All of BLT and/or its Affiliates rights are reserved.
12. All licenses and/or permissions granted in terms of these terms and conditions are provided on a nonexclusive and non-transferable basis and may be terminated or cancelled by BLT and/or its Affiliates at any time without prior notice or reasons.

6. PASSWORD AND/OR PIN TO PRODUCTS AND/OR SERVICES (IF APPLICABLE):

1. You agree that you will be responsible for the safekeeping of your password/PIN for access to all Products and/or Services and you acknowledge that you are responsible for ensuring that no unauthorised access to the online services is obtained using your password/PIN, and that you will be liable for all such activities conducted pursuant to such use, whether authorised or not.
2. You agree that if you disclose your password/PIN to a third party, the third party may have access to your personal, account and billing information and agree that BLT and/or its Affiliates shall not be liable in this regard.

7. INTELLECTUAL PROPRETY RIGHTS:

All intellectual property on BLT and/or its Affiliates websites and Products and/or Services, including but not limited to content, trademarks, domain names, patents, design elements, software, source code, meta tags, databases, text, graphics, icons and hyperlinks are the property of or licensed to BLT and/or its Affiliates and as such, are protected from infringement by domestic and international legislation and treaties.

8. **TERMINATION AND VARIATION (IF APPLICABLE):**

To the extent permitted by law, BLT and/or its Affiliates reserve the right to alter, restrict and/or terminate the Products and/or Services to you or the general public, without prior notice or reason or to revise these terms of use and/or the prices at which the Products and/or Services are offered. These will be published on BLT and/or its Affiliates websites and will be deemed to be accepted by you if you continue to use the Products and/or Services. The obligation therefore is on you to review these terms of use on regular intervals.

9. **DISCLOSURES REQUIRED IN TERMS OF SECTION 43 OF ECTA**

1. Access to the Products and/or Services, content, software and downloads available from BLT and/or its Affiliates websites may be classified as "electronic transactions" as defined in terms of ECTA. Users therefor may have the rights detailed in Chapter 7 of ECTA and BLT and/or its Affiliates has the duty to disclose the following information:
    1. The full name and legal status of the online services owner:
    2. Street address:
    3. Postal address:
    4. Physical address to receive legal notices:
    5. Main business:
    6. Website address:
    7. Official e-mail:
    8. Telephone number:
    9. Alternative dispute resolution: Subject to urgent and/or interim relief, all disputes regarding access to BLT and/or its Affiliates websites, the inability to access Products and/or Services; or these terms and conditions, shall be referred to BLT and/or its Affiliates;
    10. You may return goods or services as detailed in ECTA, the Consumer Protection Act and BLT and/or its Affiliates policies;
    11. Users may lodge complaints concerning the Products and/or Services at:

10. **PRODUCT AND/OR SERVICE DESCRIPTION AND PRICING (IF APPLICABLE):**

1. BLT and/or its Affiliates attempts to be as accurate as possible in providing relevant information about Products and/or Services available on the websites. However, BLT and/or its Affiliates do not warrant that Products and/or Services or any other content on the websites is always accurate, complete, current or error-free. Products and/or Services may be returned in terms of BLT and/or its Affiliates policies.
2. BLT and/or its Affiliates shall take all reasonable steps to ensure that prices appearing on the websites are accurate. However, BLT and/or its Affiliates do not warrant that information regarding the Products and/or Services will always be accurate or error free.

11. **COOLING OFF PERIOD, RETURNS POLICY AND IMPLIED WARRANTY (IF APPLICABLE):**

1. In terms of the Consumer Protection Act 68 of 2008 ("CPA") you are entitled to return a Product for a full refund within 7 (seven) working days of delivery, provided that it is returned in its original condition, in its working order, within its original packaging.
2. BLT and/or its Affiliates may refuse to accept the Product if it does not meet the conditions of 11.1 above.
3. Section 56 of the CPA provides a implied warranty of quality of Products is the Products are defective, malfunctions or unsafe, you may within 6 (six) months of delivery of the Products, without penalty and at your election for repairs or replacement, or refund of the purchase price. However, BLT and/or its Affiliates

reserve the right to send the Product for a technical assessment to determine what the cause of the defect is.

4. You will lose your right to claim if the defect is caused by damage caused by lighting or power surges, misuse or abuse of Products, Products being used for a purpose other than the purpose for which it was manufactured, Products used contrary to their instructions manuals, accidental damage.
5. All Products and/or Services carry their manufactures implied warranty as stipulated in the BLT and/or its Affiliates policies, unless otherwise specified.

12. **COOKIES:**

1. When you visit BLT and/or its Affiliates websites, we may make use of "cookies" to automatically collect information and data about users.
2. If you do not want information collected by means of cookies, please disable the use of cookies in your web browser.
3. Cookies may, however, be necessary to provide you with certain features available on BLT and/or its Affiliates websites. If you disable cookies you may not be able to use these features, and your access to the websites will be limited.

13. **ENTIRE AGREEMENT:**

1. These terms and conditions constitute the entire agreement between BLT and/or its Affiliates and the User and shall take precedent over any disclaimers and/or legal notices attached to any communications and/or postings received by BLT and/or its Affiliates from the User.
2. BLT and/or its Affiliates failure to exercise any particular rights or provision of these terms of use shall not constitute a waiver of such right or provision.
3. In the event that any term detailed herein is found unenforceable or invalid for any reason, such term(s) shall be severable from the remaining terms. The remaining terms shall remain enforceable and applicable.

14. **APPLICABLE GOVERNING LAW:**

These terms will be governed by and construed in accordance with the laws of the Republic of South Africa and therefor the South African law enforced by the South African courts governs the use or inability to use BLT and/or its Affiliates websites, content, Products and/or Services.

15. **LEGAL COSTS:**

BLT and/or its Affiliates will not be liable for costs incurred by Users to obtain professional advice relating to these terms.