

## Iclix CC Wi-Fi Terms and Conditions

### 1. Introduction

**1.1** Iclix CC sells access to its network on a subscription and prepaid basis which facilitates use of the world wide web, electronic mail, FTP and USENET "access") via a wireless connection for Iclix CC members who enter a valid user name and password.

**1.2** Please note that your use of the Service is governed by the terms and conditions set out herein, together with our General Terms and Conditions and other notices under "General" on our Legal Notices Webpage (together "the Terms"). Before using the Service in any way whatsoever, you must read and ensure your understanding of and unconditional agreement to all of the Terms. Use of the Service implies your acceptance without modification of all of the Terms, will constitute a legal agreement between you and Iclix CC. If you do not agree to all of the Terms, you may not use the Service.

**1.3** Iclix CC reserves the right to update or revise the Terms from time to time on notice to you. The updated or revised version of the Terms will be displayed on this website together with the date on which it will become effective. Please check the Terms periodically for changes. Your continued use of the Service following the posting of any changes to the Terms constitutes your acceptance of those changes.

**1.4** Unless the context clearly indicates the contrary, any term defined in the General Terms and Conditions when used herein, shall bear the same meaning as defined in the General Terms and Conditions.

**1.5** To the extent that there is any contradiction between the General Terms and Conditions and these terms the following order of precedence shall apply: (i) these terms; and (ii) the General Terms and Conditions.

### 2. Interpretation

**2.1** "Service(s)" means the service described in 1.1 above;

**2.2** "Membership Fee" means the fee provided for in clause 5.1 below, as set out in Iclix's standard price list from time to time.

### 3. Conditions of access

**3.1** Iclix CC hereby, with effect from the effective date, grants you access to the Service subject to the Terms.

**3.2.** You hereby acknowledge receipt of such access and agree that:

**3.2.1.** you will use your user name and password for your own personal use only;

**3.2.2.** you will not disclose your user name and password to any other person for any reason whatsoever and will maintain the confidentiality thereof;

**3.2.3.** in the event that your password is compromised, you will immediately notify Iclix CC and change your password;

**3.2.4.** you will not, at any time, permit and/or initiate a simultaneous network log-in; and

**3.2.5.** you will not attempt to circumvent Iclix's user authentication processes or engage in attempts to access Iclix's network where not expressly authorized to do so.

**3.3.** Should you fail to comply with any of the provisions of clause 3.2, you agree to pay to Iclix CC immediately, on demand, all costs, loss and/or damages incurred or suffered by Iclix CC as a result of your breach. This may include (without being limited to) the payment of an additional membership fee.

#### **4. Service Availability**

**4.1.** Iclix CC will use reasonable endeavors to keep the Service available at all times. However, you agree that Iclix shall not be liable to you or any other person whatsoever in respect of any loss or damages caused by or arising from the unavailability of, or any interruption in the Service for any reason whatsoever.

**4.2.** Iclix CC will use its best endeavors to notify you of any maintenance and repairs which may result in the Service being unavailable, but does not warrant that such notice will be given in advance.

**4.3.** Neither you nor any other person shall have any claim against Iclix CC for any direct, consequential, incidental, indirect or special loss or damages including (without being limited to) business interruption, loss of business information, loss of data or other pecuniary loss, arising from the unavailability of, or interruption in the service as contemplated in clause 4.1, regardless of whether such claim is based on breach of contract, delict, breach of implied warranties or otherwise and even if the possibility of such loss or damages could have been foreseen.

#### **5. Payment**

**5.1.** You agree to pay the Membership Fee, which may include (without being limited to) the monthly access fee, usage fees, fees for closed user groups and fees for other services you may subscribe to from time to time. Unless we specifically agree otherwise, the Membership Fee will be payable monthly in advance, except for usage fees, which will be payable monthly in arrears.

5.2. We will invoice you for the Membership Fee on a monthly basis, unless we specifically agree otherwise.

5.3. The Membership Fee and all other amounts payable in terms hereof shall be paid free of exchange and without deduction or set-off by way of a direct debit order (drawn against a current banking account nominated by you) in favour of Iclix CC, or in such other manner as Iclix CC may from time to time determine. You agree that by furnishing your bank details, you authorise Iclix CC to deduct all amounts payable in terms of this agreement from the account specified. Should we require you to, you agree to sign all such forms and do all such things as may be necessary to give effect hereto.

5.4. Should you fail to pay any amount on the due date for payment or should you be in breach of clause 8.5 of the General Terms and Conditions, then, without prejudice to any other rights Iclix CC may have:

5.4.1. such amount shall bear interest at the rate of 2% above the prime overdraft rate of ICLIX's bankers from time to time, calculated from the due date until the date of payment (both dates inclusive) and will be capitalised monthly;

5.4.2. Iclix CC shall be entitled to take all such further steps as may be necessary to recover the outstanding amount from you, in which event you agree to pay all costs associated with such recovery on an attorney and own client basis;

5.4.3. Iclix CC shall be entitled to, without notice, suspend your access to the Service until such time as the outstanding amount has been paid in full; and/or

5.4.4. Iclix CC shall be entitled to terminate this agreement with immediate effect.

5.5. Iclix CC shall, in its sole discretion, be entitled to increase or decrease the Membership Fee at any time. Iclix CC undertakes to give you at least 30 days written notice of any such increase or decrease. Should the amended fee be unacceptable to you, you may terminate this agreement in accordance with clause 8 below, failing which the amended fee shall take effect on the date indicated in the written notice.

5.7. You may not withhold payment of any amount due to Iclix CC in terms of this agreement by reason of any alleged breach of this agreement by Iclix CC, nor will you be entitled to any discount, refund or other credit under any circumstances.

## 6. Security

6.1. In order to ensure the security and reliable operation of the Service to all Iclix CC members, Iclix CC hereby reserves the right to take whatever action Iclix CC finds necessary to preserve the security and reliability of its network.

6.2. You may not utilize the Service in any manner which may compromise the security of Iclix's network or tamper with the Service or the network in any manner whatsoever.

**6.3.** It is your responsibility to take precautions and provide security measures that are suited to your situation and your intended use of the Service and Iclix CC strongly recommends that you take measures to secure your hardware, software and Internet communications, whether through the use of virtual private networks, personal firewalls, encryption or otherwise. Iclix CC does not offer or provide these solutions and therefore cannot guarantee or be held responsible for their effectiveness. This applies for any use of wireless technology via any service provider.

## **7. User Etiquette and Abusive Behaviour**

**7.1.** You hereby agree to adhere to generally acceptable Internet and e-mail etiquette. In this regard, without being limited to the examples listed below, you agree not to:

**7.1.1.** engage in any abuse of e-mail or spamming, including (without being limited to) the posting or cross- posting of unsolicited articles with the same or substantially the same message to recipients that did not request to receive such messages;

**7.1.2.** take any action aimed at deceiving or misleading any person, attempt to impersonate or misrepresent your affiliation to any person or forge headers or otherwise manipulate identifiers in order to disguise the origin of anything posted or transmitted through the Service;

**7.1.3.** use the Service to post or transmit anything which is defamatory, discriminatory, obscene, offensive, threatening, abusive, harassing, harmful, hateful or which carries child pornography, religious or racial slurs or threatens or encourages bodily harm or the like or which may violate any person's personality rights;

**7.1.4.** use the Service to make fraudulent offers to sell or buy products, items or services or to offer or solicit for any type of financial scam such as "pyramid schemes" and "chain letters";

**7.1.5.** use the Service in a manner that may infringe the intellectual property rights (for example copyright or trade marks) or other proprietary rights of others, including (without being limited to) the transmission of pirated software;

**7.1.6.** use the Service in any manner which could damage, impair, overburden or disable the Service or interfere with any other party's use or enjoyment of the Service;

**7.1.7.** use the Service to post or transmit anything which contains viruses or any other destructive features, regardless of whether or not damage is intended;

**7.1.8.** cancel any Usenet post other than your own;

**7.1.9.** repeatedly post gratuitous off the topic postings;

**7.1.10.** gather e-mail addresses and/or names for commercial, political, charity or like purposes or use the Service to collect or attempt to collect personal information about third parties without their knowledge or consent; and

**7.1.11.** violate the privacy of any person or attempt to gain unauthorised access to the Service or any other network, including (without being limited to) through hacking, password mining or any other means; and/or

**7.1.12.** use the Service to engage in any illegal or unlawful activity.

**7.2.** Should you engage in any one or more of the above practices, which shall be determined in Iclix's sole discretion and which decision shall be final, then Iclix CC shall be entitled, without prejudice to any other rights it may have, to:

**7.2.1.** without notice, suspend your access to the Service;

**7.2.2.** terminate this agreement with immediate effect;

**7.2.3.** bill you for any costs incurred by Iclix CC, including (without being limited to) bandwidth, administration costs, downtime, usage of Iclix's name or registered domain names and CPU cycles; and/or

**7.2.4.** notwithstanding Iclix's privacy policy, disclose any information relating to you, whether public or personal, to all persons affected by your actions.

## **8 Duration**

Subject to the provisions of clause 3.8 of the General Terms and Conditions, this agreement will commence on the effective date and will endure for an indefinite period, subject to the right of either party to terminate this agreement at any time by means of 1 (one) calendar months prior written notice to such effect to the other party. Upon termination of this agreement, any outstanding amounts remain payable and have to be settled within 30 days of termination.