

CONTRACTUAL TERMS & CONDITIONS

Contractual Terms & Conditions

Between “The Client” and MACROCOSM ULTRA DIGITAL (PTY) LTD (herein referred to as MACROCOSM ULTRA DIGITAL (PTY) LTD) Unit 13, Time Business Park, 39 Blaauwberg Road, Table View 7441, Co Reg: 2015/445601/07. Telephone No: 021 137 0773 – and the client identified in the MACROCOSM ULTRA DIGITAL (PTY) LTD service contract (“The Client”)

MACROCOSM ULTRA DIGITAL (PTY) LTD hereby agrees to provide to the Client the services, which are described in the MACROCOSM ULTRA DIGITAL (PTY) LTD Service Contract to which these terms and conditions are attached (“the Contract”). These terms and conditions apply to each separate set of services which are to be provided by MACROCOSM ULTRA DIGITAL (PTY) LTD as described in the Contract, and a separate agreement upon these terms and conditions shall come into existence with respect to each such set of services. Accordingly, the phrase “the Services” in these terms and conditions shall mean each set of services which the Client agrees to subscribe to in terms of the Contract and the phrase “the Agreement” shall mean the agreement embodied in the Contract and these terms and conditions in respect of each of the Services.

1. COMMENCEMENT DATES

The commencement date of the Agreement shall be from the date of signing the Contract.

1.1. MACROCOSM ULTRA DIGITAL (PTY) LTD concedes that there is a 5 (five) business days’ “cooling off” period in this agreement, and that these 5 (five) businesses days’ period will be calculated from date of signature.

2. DURATION

2.1 This Agreement shall commence on the commencement date and shall endure until the work carried out on the work order has been completed and signed off by the Client. Monthly services shall endure for an initial period of 12 (TWELVE) MONTHS calculated from the date of commencement unless otherwise agreed. Any other agreement relating to the duration of this contract must be made in writing and be attached to this contract as an annexure.

2.1.1 IF A CLIENT WISHES TO TERMINATE THIS CONTRACT WITHIN THE INITIAL PERIOD, THEY CAN DO SO PROVIDED THEY GIVE THREE MONTHS WRITTEN NOTICE AND SETTLE ANY OUTSTANDING EXCESS COSTS THAT MAY OCCUR AS A RESULT OF EARLY TERMINATION. If Section 14 of the Consumer Protection Act applies and the client wishes to terminate the contract within the initial period, they can do so provided they give a months’ written notice and settle any penalties and excess costs which may occur due to early termination.

2.2 After the initial period, this Agreement shall automatically renew for further periods equal to the initial period, unless terminated by either party in accordance with the provisions of this Agreement. If Section 14 of the Consumer Protection Act applies the consumer may terminate the agreement without penalty by giving a months' written notice of such termination.

2.3 Either MACROCOSM ULTRA DIGITAL (PTY) LTD or the Client shall be entitled to terminate this Agreement upon three calendar months written notice, provided that such notice may only be given to expire at the end of the initial period, or of any subsequent fixed period. Where Section 14 of the Consumer Protection Act applies notice and termination by both parties shall be attended to as prescribed by the legislation.

3. CHARGES

3.1 The Client shall pay to MACROCOSM ULTRA DIGITAL (PTY) LTD all fees and charges set out in the Contract, plus all Value-Added Tax payable thereon, by electronic funds transfer or by debit order on due date, in South African currency, free of exchange, without deduction or set-off.

3.2 It is recorded that some fees and charges are based on a Rand/US Dollar exchange rate and the Client understands that such amounts shall be adjusted in accordance with the midrate average for that quarter, beginning on the date of commencement of the Agreement, as provided by the Nedcor Economic unit or any bank nominated by MACROCOSM ULTRA DIGITAL (PTY) LTD, at the sole discretion of MACROCOSM ULTRA DIGITAL (PTY) LTD.

3.3 In addition to any increase in the monthly charges envisaged in 3.2, MACROCOSM ULTRA DIGITAL (PTY) LTD shall be entitled from time to time on 30 (thirty) days prior written notice to the Client to increase the monthly charges set out in the Contract, provided that:

3.3.1 MACROCOSM ULTRA DIGITAL (PTY) LTD shall not so increase the charges on more than one occasion in any 12-month period of this Agreement.

3.3.2 any such increase shall not exceed an amount equal to the year-on-year percentage fluctuation in the Consumer Price Index excluding interest on mortgage bonds (CPIX) as published by the Central Statistical Service (or any other body authorised in its stead to publish same) for all income groups, relating to the year in which the increase is made.

3.4 Any amount which is due by the Client but unpaid, shall bear interest at a rate equal to the maximum allowable in terms of the National Credit Act, calculated daily in advance from the date that payment was due until date of actual payment thereof, both days inclusive, and is payable on demand.

3.5 In the event of any dispute arising as to the amount or calculation of any fee or charge which is payable by the Client, the dispute shall not be referred to arbitration in accordance with clause 8, but rather for determination to an independent auditor

appointed by agreement between the parties or failing such agreement by the President for the time being of the South African Institute of Chartered Accountants. The said auditor shall be entitled to decide as to which party or parties shall bear the costs of the auditor and of the procedure. The said auditor shall act as expert and not as an arbitrator and his decision shall be final and binding on MACROCOSM ULTRA DIGITAL (PTY) LTD and the Client. The determination whether Clause 3.6 or Clause 7 should be applicable, is in the sole discretion of MACROCOSM ULTRA DIGITAL (PTY) LTD.

3.6 Under no circumstances may Client renege from this Agreement or withhold or defer any payment or be entitled to a reduction in any charge or have any other right or remedy against MACROCOSM ULTRA DIGITAL (PTY) LTD , its servants, its agents or any other persons for whom it may be liable in law (and in whose favour the provision constitutes a stipulatio alteri) if MACROCOSM ULTRA DIGITAL (PTY) LTD interrupts the Services to the Client as it would be entitled to do if the Client is in default of any of its obligations under this Agreement to MACROCOSM ULTRA DIGITAL (PTY) LTD or in the circumstances contemplated in clause 5 hereof.

3.7 This agreement will remain in full force and effect, until such time as all payment disputes have finally been adjudicated on in terms hereof and full payment has been made in terms of such adjudication or settlement reached between the parties.

4. WARRANTIES

4.1 Save as expressly set out in this Agreement or given in writing, MACROCOSM ULTRA DIGITAL (PTY) LTD does not make any representations, warranties or guarantees of any nature whatsoever in respect of the Services other than as allowed in law and the Client acknowledges that no warranties or representations have induced it to enter into this Agreement.

4.2 In particular, and without limiting the generality of the foregoing, MACROCOSM ULTRA DIGITAL (PTY) LTD does not warrant or guarantee that the Services or the information transmitted by or available to the Client by way of the Services –

4.2.1 will be preserved or sustained in their entirety;

4.2.2 will be suitable for any purpose;

4.2.3 will be free of inaccuracies or of defects or bugs or viruses of any kind; and MACROCOSM ULTRA DIGITAL (PTY) LTD assumes no liability, responsibility or obligations in regard to any claim, loss, expenses or damage (whether consequential, incidental or actual) arising from any of the exclusions set forth in this clause.

5. EXCLUSION OF LIABILITY AND SUSPENSION OR WITHDRAWAL OF SERVICES

5.1 Except for any deliberate act or intentional omission on the part of MACROCOSM ULTRA DIGITAL (PTY) LTD , its employees or agents, and except as otherwise expressly provided herein to the contrary, MACROCOSM ULTRA DIGITAL (PTY) LTD shall not be liable to the Client or to any third party for any loss or damage of whatsoever nature or howsoever arising (including consequential or incidental loss or damage) which the

Client (or any third party) may incur or suffer, where such loss or damage is beyond the reasonable control of MACROCOSM ULTRA DIGITAL (PTY) LTD, or for any costs, claims or demands of whatsoever nature arising directly or indirectly out of the Services, their use, access, withdrawal or suspension or out of any information or materials provided or not provided, as the case may be, by or from the use of the Services.

5.2 Without in any way limiting or derogating from any of the provisions of the foregoing, any damages or other amount for which MACROCOSM ULTRA DIGITAL (PTY) LTD may be held to be liable to the Client shall in no event exceed the aggregate of the fees and charges paid by the Client under this Agreement for the period of 60 (sixty) days preceding the date upon which any such cause of such loss or damage arose.

5.3 The Client hereby indemnifies MACROCOSM ULTRA DIGITAL (PTY) LTD against and holds MACROCOSM ULTRA DIGITAL (PTY) LTD harmless from any claim by any third party arising directly or indirectly out of access to or use of the Services provided in terms of the Agreement or information obtained through the use thereof, or from the suspension or withdrawal of the Services, or in respect of any matter for which the liability of MACROCOSM ULTRA DIGITAL (PTY) LTD is excluded in terms of this clause 5, or howsoever else arising.

5.4 The Client acknowledges that from time to time the Services may be suspended for maintenance, repair, and improvements. Notwithstanding that MACROCOSM ULTRA DIGITAL (PTY) LTD agrees, wherever possible, to give the Client 24 (twenty-four) hours' notice of such suspension of the Services, MACROCOSM ULTRA DIGITAL (PTY) LTD shall not be liable for any loss or damage (direct or consequential) which may be sustained as a result of the suspension of the Services, nor for any costs, claims or demands of any nature arising there from and the Client's sole claim against MACROCOSM ULTRA DIGITAL (PTY) LTD shall be for a pro rata credit in respect of the monthly charges payable by the Client in respect of the period for which the Services are suspended.

5.5 The Client further acknowledges that from time to time there may be a suspension of the Services from causes beyond the control of MACROCOSM ULTRA DIGITAL (PTY) LTD (due to force majeure, conduct of bulk service providers, conduct of third parties or otherwise) and in such event MACROCOSM ULTRA DIGITAL (PTY) LTD shall not be liable to the Client, or to any of the Client's customers, employees or agents, or to any third party, for any loss, damage costs or claims of whatsoever nature incurred as a result of such suspension.

5.6 For the purpose of this Agreement "force majeure" shall include any cause beyond MACROCOSM ULTRA DIGITAL (PTY) LTD 's control, including, but not limited to, acts of God, labour stoppages, civil commotion, theft, fire, explosion, war, sabotage, national emergency, martial law, lightning, storms or other adverse weather conditions, power shortages, the action or inaction of any government or other competent authority including prohibition, intervention or direction by legislation, regulation or other legally enforceable order (including any order of Court), or any breakdown of plant, machinery or equipment, externally caused transmission interference or satellite failure,

malfunction or downtime for any reason whatsoever, or shortage of fuel, power, machinery, equipment or material.

5.7 In the event that a force majeure event exceeds fourteen (14) consecutive days and in the event, that alternative services or facilities or both cannot be provided by MACROCOSM ULTRA DIGITAL (PTY) LTD or its nominee, the parties agree to meet and negotiate the suspension, termination or restructuring of this Agreement. If the force majeure event exceeds thirty (30) consecutive days, and if alternative services and/or facilities cannot be provided by MACROCOSM ULTRA DIGITAL (PTY) LTD or its nominee, either party shall be entitled to terminate this Agreement upon written notice to the other. Upon the removal or cessation of the force majeure event, all obligations under this Agreement shall resume unless the parties have agreed to terminate or restructure this Agreement pursuant to this clause.

5.8 MACROCOSM ULTRA DIGITAL (PTY) LTD shall not be liable for defamation, slander, or infringement of copyright arising from or in connection with the provision of the Services to the Client, nor for infringement of patents or other intellectual property rights arising from the combination or use of the facilities of MACROCOSM ULTRA DIGITAL (PTY) LTD with apparatus and systems of the Client or arising from the provision of the Services, and the Client hereby indemnifies MACROCOSM ULTRA DIGITAL (PTY) LTD against any such liability.

5.9 The Client hereby indemnifies MACROCOSM ULTRA DIGITAL (PTY) LTD against any claim, loss or damage which MACROCOSM ULTRA DIGITAL (PTY) LTD may incur arising from the provision of Domain Name Services by MACROCOSM ULTRA DIGITAL (PTY) LTD, and, in particular, from any claim, loss or damage which might arise from the infringement of any intellectual property right of any person in providing such Services or in registering or allocating any domain name or internet protocol address to the Client. The Client acknowledges that MACROCOSM ULTRA DIGITAL (PTY) LTD does not represent, warrant, or guarantee that any domain name or Internet protocol address requested by the Client will be registered or available for use.

5.10 Without prejudice to any other rights accorded to MACROCOSM ULTRA DIGITAL (PTY) LTD in terms of this Agreement, if the Client fails to pay any amount on due date or breaches any of the other terms of this Agreement, MACROCOSM ULTRA DIGITAL (PTY) LTD shall be entitled upon notice to Client, without any liability or obligation whatsoever, to discontinue the Services to the Client until such non-payment or breach is remedied to MACROCOSM ULTRA DIGITAL (PTY) LTD's satisfaction. In the event of the discontinued Services being reconnected, the Client shall be liable for a reconnection fee of R 275.00.

6. DOCUMENTATION

DOCUMENTATION – Any specifications, descriptive matter, drawings and any other documents which may be furnished by MACROCOSM ULTRA DIGITAL (PTY) LTD to the Client from time to time:

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

6.2 shall be and remain the property of MACROCOSM ULTRA DIGITAL (PTY) LTD and shall be deemed to have been imparted by MACROCOSM ULTRA DIGITAL (PTY) LTD in trust to the Client for the sole use of the Client. All copyright in such documents vests in MACROCOSM ULTRA DIGITAL (PTY) LTD. Such documents and all copies made thereof shall be returned to MACROCOSM ULTRA DIGITAL (PTY) LTD on demand.

7. DISPUTES

7.1 Subject to clause 3.6 above and 7.6 below, in the event of any dispute or difference arising between the parties hereto relating to or arising out of this agreement, including the validity, implementation, execution, interpretation, rectification, termination or cancellation of this agreement, the parties shall forthwith meet to attempt to settle such dispute or difference, and failing such settlement within a period of 14 (fourteen) days, the said dispute or difference shall on written demand by any party to the dispute be submitted to arbitration in accordance with the rules of the Arbitration Foundation of Southern Africa (“the Foundation”) by an arbitrator or arbitrators appointed by the Foundation and agreed to by the parties. MACROCOSM ULTRA DIGITAL (PTY) LTD will, in its sole discretion, nominate the head office or the appropriate local branch of the Foundation to administer the arbitration.

7.2 Should the parties fail to agree on an arbitrator within 10 (ten) days after arbitration has been demanded, the arbitrator shall be nominated at the request of any party to the dispute by the Foundation.

7.3 The parties irrevocably agree that the submission to arbitration in terms of this clause is subject to the parties’ rights of appeal set out hereunder.

7.4 Any party to the arbitration may appeal the decision of the arbitrator within a period of 21 (twenty-one) days after the arbitrator’s ruling has been handed down by giving written notice to that effect to the other party or parties to the arbitration. The appeal shall be dealt with in accordance with the rules of the Foundation by a panel of 3 (three) arbitrators appointed by the Foundation.

7.5 The decision of the arbitrator shall be final and binding on the parties to the arbitration after the expiry of the period of 20 (twenty) working days from the date of the arbitrator’s ruling if no appeal has been lodged by any party. A decision that becomes final and binding in terms of this clause may be made an order of court at the instance of any party to the arbitration.

7.6 Nothing herein contained shall prevent or prohibit MACROCOSM ULTRA DIGITAL (PTY) LTD in its sole discretion from applying to, issuing summons from, or approaching the High Court or the Magistrates Court for any legal relief, finding, order or adjudication between MACROCOSM ULTRA DIGITAL (PTY) LTD and the Client, and the Client hereby irrevocably consents to the Jurisdiction of the Court so chosen.

7.7 The provisions of clause 8 will continue to be binding on the parties notwithstanding any termination or cancellation of the agreement.

8. BREACH

8.1 If the Client:

8.1.1 fails to pay any amount payable to MACROCOSM ULTRA DIGITAL (PTY) LTD in terms of the Agreement on due date; or

8.1.2 breaches any of the other terms or conditions of the Agreement and fails to remedy such breach within 7 (seven) days after the receipt of written notice from MACROCOSM ULTRA DIGITAL (PTY) LTD ; or

8.1.3 commits any act of insolvency, or is the subject of any order for liquidation, judicial management or sequestration (whether provisional or final); or

8.1.4 endeavours to compromise generally with its creditors or does or causes anything to be done, which may prejudice MACROCOSM ULTRA DIGITAL (PTY) LTD 's rights;

8.1.5 allows any judgment against it to remain unsettled for more than 10 (ten) days without taking steps to have it rescinded and thereafter diligently and successfully prosecutes the application for rescission; then, without prejudice to any other rights, which MACROCOSM ULTRA DIGITAL (PTY) LTD may have in terms of the Agreement or according to law, MACROCOSM ULTRA DIGITAL (PTY) LTD shall be entitled to forthwith cease to perform or provide the Services without incurring any liability of any nature to the Client until the breach has been remedied to MACROCOSM ULTRA DIGITAL (PTY) LTD 's satisfaction, and to:

8.1.6 either claim its damages, or to treat as immediately due and payable all amounts which would otherwise become due and payable over the unexpired period of the Agreement as agreed and liquidated damages, and to claim such amounts as well as any other amounts due to it, including interest at the maximum rate allowed by the Usury Act.; or

8.1.7 apply for an order for specific performance, with or without claiming damages; or

8.1.8 cancel this Agreement with or without claiming damages.

8.2 In the event of any expiration, termination or cancellation of this Agreement, the provisions of clause 14 hereof and any other clause hereof which is intended to continue and survive such expiration, termination or cancellation shall so continue and survive.

8.3 The Client shall be liable to MACROCOSM ULTRA DIGITAL (PTY) LTD for all legal costs incurred by MACROCOSM ULTRA DIGITAL (PTY) LTD in enforcing MACROCOSM ULTRA DIGITAL (PTY) LTD 's rights against the Client in terms of this Agreement, on the attorney and own client scale, including collection commission.

8.4 MACROCOSM ULTRA DIGITAL (PTY) LTD reserves the right to blacklist with any or all credit bureau agencies within the Republic of South Africa, any such Client who fails to comply with the agreed payments. In addition, MACROCOSM ULTRA DIGITAL (PTY) LTD

will not be responsible or required to assist with the removing or rescinding of any such information, which may be recorded by a credit bureau agency.

9. CESSION AND ASSIGNMENT

The Client shall not be entitled to cede its rights or assign its obligations in terms of this Agreement to any third party without the prior written consent of MACROCOSM ULTRA DIGITAL (PTY) LTD, which consent may not be unreasonably withheld. MACROCOSM ULTRA DIGITAL (PTY) LTD shall be entitled to cede and assign its rights and obligations hereunder to any third party.

10. HEADINGS AND INTERPRETATION

10.1 The clause headings contained herein are for reference purposes only and shall not be used in the interpretation of this Agreement.

10.2 If any one or more of the provisions contained in this Agreement or any document executed in connection herewith shall be invalid, illegal, or unenforceable in any respect under any applicable law, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.

10.3 The Agreement shall be governed by and interpreted in accordance with the laws of South Africa.

11. DOMICILIUM CITANDI ET EXECUTANDI (PLACE OF SUMMONS AND EXECUTION)

11.1 For all purposes, including the giving of any notice, the making of any communication and the serving of any process, MACROCOSM ULTRA DIGITAL (PTY) LTD and the Client respectively choose their domicilium citendi et executandi (“domicilium”) at their respective physical addresses and telefax numbers set out on the face hereof in the case of MACROCOSM ULTRA DIGITAL (PTY) LTD, and on the Contract in the case of the Client. Either party shall be entitled from time to time to vary its domicilium provided that any address selected by it shall be situate in South Africa and any such variation shall only become effective 5 (five) days after receipt of notice in writing by the other party of such variation. Any notice which either party may give to the other shall be hand delivered or sent by email to the other party’s domicilium.

11.2 Any notice given in terms of this Agreement shall be deemed to have been received by the addressee –

11.2.1 on the date upon which it is delivered by hand; or

11.2.2 if sent by email, upon the first business day following the date of transmission of the email.

12. MAGISTRATES COURT JURISDICTION

For the purpose of all proceedings hereunder the Client hereby consents to the jurisdiction of the Magistrates’ Court, notwithstanding that the amounts claimed are beyond such jurisdiction, if MACROCOSM ULTRA DIGITAL (PTY) LTD shall have the right

at its sole option and discretion to institute proceedings in the High Court or any other competent Court or Forum.

13. CONFIDENTIALITY

The parties agree as follows –

13.1 The Client agrees and warrants to MACROCOSM that it shall always keep the terms and conditions of this Agreement confidential and shall not disclose the same to any other third party (save to its legal advisors and accountants solely for the purposes of obtaining professional advice thereon); and

13.2 Each party acknowledges that it will exchange proprietary and confidential information with the other, as reasonably necessary for each to perform its obligations under this Agreement. All information relating to this Agreement provided by either party to the other, whether oral or written shall be deemed to be confidential and proprietary information, unless indicated to the contrary in writing.

14. CLIENTS OBLIGATIONS AND WARRANTIES

14.1 The Client shall comply strictly with all laws, regulations or restrictions imposed on the users of computer networks or which relate with the provision and use of the Services. The Client shall also comply with MACROCOSM ULTRA DIGITAL (PTY) LTD's reasonable requirements and restrictions on the use of the Services which may be notified by MACROCOSM ULTRA DIGITAL (PTY) LTD to the Client from time to time.

14.2 The Client shall not commit or attempt any act or omission which directly or indirectly:

14.2.1 may in any way damage the MACROCOSM ULTRA DIGITAL (PTY) LTD technical infrastructure or any part thereof;

14.2.2 may impair or preclude MACROCOSM ULTRA DIGITAL (PTY) LTD from being able to provide the Services (or any services to any other Client) in a timeous or business-like manner; or

14.2.3 Constitutes an abuse or malicious misuse of the Services; or is calculated to have the abovementioned effect. In such an event, should MACROCOSM ULTRA DIGITAL (PTY) LTD incur any damages or expenses to remedy the situation, MACROCOSM ULTRA DIGITAL (PTY) LTD shall be entitled to claim from the Client such expenses or damages.

14.3 The Client undertakes to familiarize itself and ensure that it is kept continuously appraised of all laws and regulations in force from time to time which have any bearing on the Services and their use. MACROCOSM ULTRA DIGITAL (PTY) LTD is under no obligation to assist the Client in this regard.

15. GENERAL

15.1 It is recorded that the provision of the Hosting Service by MACROCOSM ULTRA DIGITAL (PTY) LTD to the Client is a preferred service for the provision of any other

service unless otherwise stipulated.

15.2 No amendment or consensual cancellation of this Agreement or of any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this Agreement shall be binding unless recorded in a written document signed by a duly authorised representative from both MACROCOSM ULTRA DIGITAL (PTY) LTD and the Client.

15.3. No extension of time or waiver or relaxation of any of the provisions of this Agreement, bill of exchange or other document issued or executed pursuant to or in terms of this Agreement, shall operate as an estoppel against MACROCOSM ULTRA DIGITAL (PTY) LTD, nor shall it operate to preclude MACROCOSM ULTRA DIGITAL (PTY) LTD thereafter from exercising its rights strictly in accordance with this Agreement.

15.4. Neither party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.

15.5. The Agreement constitutes the whole of the agreement between MACROCOSM ULTRA DIGITAL (PTY) LTD and the Client relating to the subject matter hereof. No variation, addition, deletion, or cancellation will be of any force or effect unless reduced to writing and signed by the parties hereto or their duly authorised representatives.

16. WARRANTY OF AUTHORITY

The person signing this Agreement on behalf of the Client expressly warrants his authority to do so.