



Internet Service End User Agreement

This End User Agreement (the "agreement") is between CASSC ("CASSC"), and the "Client" as defined by the contact information provided by the prospective customer in the CASSC application form.

CASSC shall provide Client a connection (the "Connection") to the Internet from CASSC's closest Wireless Point of Presence (POP) and/or other enhanced services ("Services") as defined herein. Client shall pay CASSC the monthly fees as selected by Client on the CASSC application form. These fees shall be due on Invoice

Client's execution of this agreement.

Client agrees to a contract term commitment of 1 month. In the event that Client terminates service during the Contract Term, the remainder of the regularly scheduled payments is due to CASSC immediately.

Client agrees to hold all password and authentication information to CASSC's service confidential.

Client agrees to be responsible for returning any equipment held in trust that is the property of CASSC including but not explicitly limited to modems, power supplies, antennas, etc. Equipment must be returned in good working order within five (5) working days of cancellation of service unless prior arrangements have been made with CASSC. Failure to return equipment owned by CASSC will obligate the Client to pay CASSC replacement cost of the equipment.

CASSC is not responsible or liable for any of the following:

Any obstruction(s) that might be erected or grow between the customer antenna and CASSC causing degradation or loss of service

Failure or misconfiguration of customer hardware or software

Re-configuration of network settings due to, but not limited to: tampering, reinstallation of operating system, accidental removal, moving the hardware to another computer.

Damage to equipment or property as a result of lightning, wind, or other acts of God.

I understand that wireless Internet connectivity requires direct radio line of sight, and that any obstruction between CASSC and my antenna will probably block my signal.

This agreement shall commence on the date the Connection is activated (the "Activation Date") which shall be defined by the date selected by Client on the CASSC application form and remain in effect for the length of the Contract term identified below. At the end of the Contract Term, this agreement shall remain in effect on a month-to-month basis whereby either party may terminate the agreement with a 15 day prior notice.

CASSC reserves the right to change it's rates for any renewal term by notifying Client at least 30 days in advance of the effective date of such a rate change. Client acknowledges that circumstances beyond the control of CASSC may cause a delay in turning up the Connection in which case the term of this Agreement shall commence on the date the Connection is activated; provided, however, in the event the delay in activating the Connection is the result of Client's failure to comply with or provide any of the requirements of the term of this Agreement shall commence on the activation date.

Client's will be invoiced monthly in advance for all amounts due and owing to CASSC.

All payments are due within 10 days after the date of such an invoice. Client's account will be subject to termination if payment is not received within 15 days of the date of such an invoice.

A re-connection fee of R150-00 excl VAT will be charged for suspended account.

If Client terminates this Agreement anytime after implementation, but before expiration, Client will pay a lump sum equal to the charges of the remainder of the then current term of the Agreement. If Client is terminated by CASSC for violation of the Acceptable Use Policy, Client shall pay, immediately, a lump sum equal to the charges for the remainder of the then current term of the Agreement.

CASSC offers Client access to the Internet. Client hereby acknowledges that the Internet is not owned, operated, managed by, or in any way affiliated by CASSC or any of it's affiliates, and that it is a separate network of computers independent of CASSC. Client's use of the Internet is solely at Client's own risk and is subject to all applicable local, state, national, and international laws and regulations. Access to the Internet is dependent on numerous factors, technologies, and systems, many of which are beyond CASSC 's authority and control.



CASSC's network can only be used for lawful purposes. The transmission of any material in violation of any local, state, national, or international law or regulation is prohibited. This includes, but is not limited to, copyrighted material, material, material legally judged to be threatening or obscene, material protected by trade secret, or material that is otherwise deemed to be proprietary or judged by CASSC to be inappropriate or improper such as bulk e-mail messages.

Access to other networks connected to CASSC's network must comply with the rules appropriate for that other network. CASSC exercises no control whatsoever over the content of the information passing through it's network.

CASSC makes no warrantee, expressed or implied, including, but not limited to, those of merchantability or fitness for a particular purpose. This includes loss of data resulting from delays, non-deliveries, miss-deliveries or service interruption however caused. Use of any information obtained by CASSC's network is at Client's own risk. CASSC specifically disclaims any responsibility for the accuracy or quality of information obtained through its services.

Routine maintenance and periodic system repairs, upgrades and reconfigurations, public emergency or necessity, force majeure, restrictions imposed by law, acts of God, labour disputes and other situations, including mechanical or electronic breakdowns may result in temporary impairment or interruption of service. As a result, CASSC does not guarantee continuous or uninterrupted service and reserves the right from time to time to temporarily reduce or suspend service without notice. Client shall indemnify and hold CASSC and it's directors, officers, employees, and agents harmless from any and all obligations, charges claims, liabilities, costs and fees incurred as the result of interruptions or omissions of service.

Client represents to CASSC, that he or she is 18 years of age or older. Client understands that certain materials available from Service provided under the terms of this Agreement may not be suitable for individuals under the age of 18.

Client understands that the Internet contains unedited materials some of which are sexually explicit or may be offensive. Client accesses such materials at his or her own risk. CASSC, has no control over and accepts no responsibility whatsoever for such materials.

Client may not:

Send unsolicited email, (known as 'spam') to anyone residing on our servers or through our servers, or when dialed into the network. The following types of email sent constitute as spam:

Forged email To/From address other than from the actual sender or to the actual recipient.

Message subject not related to the email body.

Email not requested by the recipient.

emails sent in bulk by sender.

mail bombs

Post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, pornographic, profane, or otherwise objectionable information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law, including without limitation the South African export control laws and regulations;

Post on web space provided any sexually explicit materials or materials that may be offensive.

Send unsolicited advertising or promotional materials to other network

CASSC may at any time and at its sole discretion, disable access to Client if CASSC deems Client's use of the service to be "abusive." Abusive behavior may include but is not limited to: unreasonable amounts of bandwidth utilization resulting from a virus on the Client's computer, excessive file sharing or peer to peer networking.

CASSC does not and will not perform system backups on any User's E-mail account(s). CASSC shall not be held responsible for any lost E-mail data, email attachments, or any E-mail message contents, regardless of the reasoning for data loss or system causes. Except as otherwise set forth herein, CASSC will not provide historical data, to any party for any reason, regarding any system or Internet activity.



CASSC - Software and Wireless

CASSC, shall not be held responsible for any lost web data, web files, or any website contents, regardless of the reasoning for data loss or system causes. Except as otherwise set forth herein, CASSC, LLC will not provide historical data, to any party for any reason, regarding any system or Internet activity.

Client shall indemnify CASSC, it's affiliates, officers, directors, licensees, and licensors from any and all claims and expenses, including, without limitation, reasonable attorney's fees arising from Client breach of any provision of this Agreement.

This Agreement is deemed to be entered into in the Republic of South Africa and the parties agree that any dispute arising under this Agreement shall have it's venue in Western Cape, South Africa and any such dispute shall be governed by and constructed in accordance with the laws of the Republic of South Africa.

CASSC may assign this Agreement without Client's prior consent and all of CASSC's rights, title, and interest herein shall inure to the benefit of such assignee, it's successors and assigns. This Agreement shall not be assignable by Client except with the written consent of CASSC. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Neither party shall disclose any of the terms and conditions of this Agreement without prior written consent of the other, provided, however, in any of it's sales and marketing materials, CASSC may refer to Client as it's customer.

CASSC may modify these terms and conditions upon written notice published on it's website. Client's continued use of service after such notice shall constitute Client's acceptance of the modification of this Agreement implied in fact.

If any one of the paragraphs in the Agreement is found to be unenforceable or invalid, Client's and CASSC agreement on all other paragraphs is not affected.