



BLAZE INTERNET
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Acceptable Use Policy

1. Definitions

"infrastructure" means all facilities, equipment, software and other amenities owned or leased by the service provider and utilised in or related to the provision of the service.

"service provider" means Crimson Moon Trading CC, a Company registered in terms of the Companies Act of 2008, with registration number: 2011/091229/23 and with place of business at 19 Edge View Beacon Bay, East London.

"service" means any service which the user receives from the service provider, including but not limited to any form of internet or network access and any other related services such as hosting, mailbox, Voip, VPN, etc;

"capped" means packages that allow the user a predetermined amount of data, but terminate connection once the user reached the predetermined limit;

"uncapped" means packages where the user's connection is never terminated, irrespective of how much data the user uses. There will, however, be instances where throttling or shaping may occur at threshold levels to ensure sustainability of the service for all users;

"unlimited" means packages where there are literally no limits, there are therefore no throttling or shaping and no restrictions on use;

2. Introduction

2.1. This Acceptable Use Policy ("AUP") serves to define the accepted behaviour of users of the network and systems ("infrastructure") of BLAZE Internet ("the service provider"), and is intended to maintain the integrity and quality of the service and protect the users and the infrastructure from abuse. Users are required to adhere to all the policies specified in this AUP without exception.

2.2. This AUP forms part of and is hereby incorporated by reference into the General Terms and Conditions governing the provision of the service. An updated copy hereof will be available at <https://www.blazeinternet.co.za>

2.3. This AUP may be amended from time to time as required by legal developments. While the service provider will take steps to notify users of amendments, users retain the sole responsibility for acquainting themselves with such amendments and will be regarded as having agreed thereto through continued use of the service.

2.4 This AUP applies to and will be enforced for intended and unintended (like viruses and other unknown causes) prohibited usage.

3. Compliance with applicable laws and regulations

3.1. The service provider's infrastructure and the service provided may be used only for lawful purposes. Users may not violate any applicable laws or regulations of South Africa within the territory of South Africa.

3.2. Transmission, distribution or storage of any material on or through the infrastructure in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorisation, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws.

4. Transmission of data

4.1. The user acknowledges that the service provider is unable to exercise control over the content of the information passing over the infrastructure and the Internet, including any websites, electronic mail transmissions, news groups or other material and associated materials such as traffic data created or accessible over its infrastructure. The service provider is not responsible for the content of any messages or other information transmitted over its infrastructure.

4.2. The user acknowledges further that the service provider is under no general obligation to monitor traffic passing over the infrastructure and the Internet.

5. Uncapped fair usage policy

5.1 The service provider has several uncapped packages that are designed to address several needs of users. It is the user's responsibility to select the appropriate package for the user's required speed and usage application. The user acknowledges that the speed of the capped and uncapped and unlimited packages are "up to" speeds and not guaranteed fixed speeds.

5.2 The uncapped packages are not capped in the ordinary course. However, the service provider reserves the right to apply restrictions on any uncapped account, if the user's behaviour is determined to be affecting the experience of other users on the service provider network.

5.3 Such restrictions may include, but is not limited to, throttling the user's throughput speeds to an appropriate proportion of the actual port speed and/or shaping the user's bandwidth to limit the use of bandwidth intensive protocols and applications.

5.4 Examples of user behaviour which may compromise the network include, but is not limited to, causing network congestion, including running excessive concurrent internet sessions or accessing excessive bandwidth intensive protocols like peer-to-peer.

5.5 The service provider reserves the right to terminate the account of a user whose usage is continuously affecting the service provider's network performance irrespective of whether the user is capped, uncapped or unlimited.

5.6 The service provider reserves the right to suspend the user's usage within 24 hours of the usage reaching the unacceptable levels. Users who are restricted by the service provider in this manner in a calendar month will be returned to the user's full service profile at the beginning of the subsequent month.

5.7 All these controls will be implemented by the service provider in addition to those remedies set out in this AUP regarding unlawful behaviour.

6. System and Network Security

6.1. Any reference to systems and networks under this section includes the Internet (and all those systems and/or networks to which user is granted access through the service provided) and includes but is not limited to the infrastructure of the service provider. The user may not circumvent user authentication or security of any host, network, or account (referred to as "cracking" or "hacking"), nor interfere with service to any user, host, or network (referred to as "denial of service attacks").

6.2. Violations of system or network security by the user are prohibited, and may result in civil or criminal liability. The service provider will investigate incidents involving such violations and will involve and co-operate with law enforcement officials if a criminal violation is suspected. Examples of system or network security violations include, without limitation, the following:

6.2.1. Unauthorised access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of any system or network or to breach security or authentication measures;

6.2.2. Unauthorised monitoring of data or traffic on the network or systems;

6.2.3. Interference with service to any user, host or network including, without limitation, mail-bombing, flooding, deliberate attempts to overload a system and broadcast attacks;

6.2.4. Forging of any TCP-IP packet header (spoofing) or any part of the header information in an email or a newsgroup posting.

6.3. All services rendered is subject to available bandwidth, data storage and other limitations of the service provided, which the service provider can from time to time revise at its own discretion and without prior notice to the user.

6.4 The service provider reserves the sole discretion to determine whether usage of the service interferes with other users' use and enjoyment of any services provided by the service provider over the network.

6.5 It is the user's responsibility to implement security measures, including but not limited to:

6.5.1. changing the internet password;

6.5.2. changing the router password;

6.5.3. installing licensed internet security software that completely addresses the user's needs

6.5.4. monitoring own usage for any irregularities.

7. Disclaimer and indemnity

7.1. The service provider disclaims all and any liability for any claim or action or other legal proceeding, howsoever arising, from unacceptable use or use in contravention of this AUP of the service or the service provider's infrastructure by users, including special and consequential damages and damages for loss of profits and pure economic loss.

7.2. The user agrees to indemnify and hold the service provider harmless in respect of liability for any claim or action or other legal proceeding, howsoever arising, from unacceptable use or use in contravention of this AUP of the service or the service provider's infrastructure by users, including special and consequential damages and damages for loss of profits and pure economic loss.

8. E-mail Use

8.1. It is explicitly prohibited to send unsolicited bulk mail messages ("junk mail" or "spam") of any kind (commercial advertising, political tracts, announcements, etc.). This is strongly objected to by most Internet users and the repercussions against the offending party and the service provider and can often result in disruption of service to other users.

8.2. Users' attention is drawn to section 45 of the Electronic Communications and Transactions Act No. 25 of 2002 (Republic of South Africa) and the fact that failure to comply with the provisions of section 45 can result in criminal liability.

8.3. Maintaining of mailing lists by users of the service is acceptable only when done with the written permission and approval of the list members, and at the members' sole discretion. Should mailing lists contain invalid or undeliverable addresses or addresses of unwilling recipients those addresses must be promptly removed.

8.4. The service provider reserves the right to request that a user provide documentary evidence of the written permission or approval obtained by the user in respect of any complaining third party or parties and users consent to delivering such material within 48 hours of receipt of a written request from the service provider to this effect. Failure to respond timeously to such a request will constitute grounds for termination or suspension of the user's account or such other sanction as may be proportionate in the circumstances.

8.5. Users may not forward or propagate chain letters nor malicious emails.

9. Public relay

9.1. Public relay occurs when a mail server is accessed by a third party from another domain and utilised to deliver mails, without the authority or consent of the owner of the mail server. Users' mail servers must be secure against public relay as a protection to both themselves and the Internet at large. Mail servers that are unsecured against public relay often become abused by unscrupulous operators for spam delivery and upon detection such delivery must be disallowed.

9.2. The service provider reserves the right to examine users' mail servers to confirm that no mails are being sent from the mail server through public relay and the results of such checks can be made available to the user. The service provider also reserves the right to examine the mail servers of any users using mail servers provided by the service provider for "smart hosting" (when the user relays its mail off a service provider mail server to a mail server of its own) or similar services at any time to ensure that the servers are properly secured against public relay. All relay checks will be done in a manner aimed at preserving customer privacy.

9.3. Notwithstanding measures taken by the service provider in this regard users acknowledge that the responsibility for taking reasonable measures to secure their mail servers against public relay remains solely that of the user and the service provider will accept no liability in this regard (unless arising from its own negligence in the securing of mail servers owned by it).

10. Interception and Monitoring

10.1. Users expressly acknowledge the fact of and consent to the lawful monitoring and interception of traffic carried over the service provider's infrastructure by the service provider or related entities under the following circumstances:

10.1.1. Where required under the provisions of the Interception and Monitoring Prohibition Act No 127 of 1992 or the Regulation of Interception of Communications and Provision of Communication-related Information Act 70 of 2002 ("RICA") or any other law;

10.1.2. Where required by court order;

10.1.3. Where required for the maintenance of system and network integrity and security;

10.1.4. Where required for the efficient provision of services, including billing and bandwidth and performance monitoring;

10.1.5. Where required for the actioning of a takedown notice or complaint in terms of this AUP.

10.2. The service provider will undertake interception and monitoring in accordance with the following principles:

10.2.1. The privacy of users is a fundamental right and any interception and monitoring will accordingly be reasonable and proportionate according to the circumstances;

10.2.2. The actual content of any private communication will not be accessed unless required by law or otherwise regarded as necessary for the achievements of one or more of the objectives set out above;

10.2.3. Staff and specifically contracted entities will be bound by confidentiality agreements in respect of interception and monitoring activities.

10.3. The user acknowledges that the service provider is lawfully required to intercept communications in terms of the provisions of RICA. Any interception of communications shall be in accordance with RICA, as and when required under RICA.

11. Takedown Notices

11.1. The procedure in respect of take-down notifications is laid out in section 77 of the Electronic Communications and Transactions Act No. 25 of 2002 ("ECT Act").

11.2. The essence of the procedure is that a complainant who believes that an ISP is providing services which infringe his or her rights may issue a notification to the ISP or its designated agent, requesting that such services be terminated.

11.3. Under section 77 of the ECT Act a take-down notice must contain the following information:

11.3.1. the full names and address of the complainant;

11.3.2. the written or electronic signature of the complainant;

11.3.3. identification of the right that has allegedly been infringed;

11.3.4. identification of the material or activity that is claimed to be the subject of unlawful activity;

11.3.5. the remedial action required to be taken by the service provider in respect of the complaint;

11.3.6. telephonic and electronic contact details, if any, of the complainant;

11.3.7. a statement that the complainant is acting in good faith; and

11.3.8. a statement by the complainant that the information in the take-down notification is to his or her knowledge true and correct.

11.4. The service provider will take such steps as are available to alert any affected user of the receipt of a takedown notice but is under no obligation to do so. Users acknowledge and agree that they will co-operate fully with the service provider where it is required by a validly-issued take down notice to remove content or disable access to content.

11.5. Users are encouraged to voluntarily remove any content which is the subject of a takedown notice.

12. Complaints / Failure to observe this AUP

12.1. Upon receipt of a complaint, or having become aware of an incident, the service provider reserves the right to, as may be applicable:

12.1.1. Limit the user's throughput1

2.1.2. Prevent or limit the service of the user through specific ports or communication protocols;

12.1.3. Inform the user's network administrator of the incident and require the network administrator or network owner to deal with the incident according to this AUP.

12.1.4. In the case of individual users suspend the user's account and withdraw the user's network access privileges completely.

12.1.5. Charge the offending parties for administrative costs as well as for machine and human time lost due to the incident.

12.1.6. In severe cases suspend access of the user's entire network until abuse can be prevented by appropriate means.

12.1.7. Share information concerning the incident with other Internet access providers, or publish the information, and/or make available the users' details to law enforcement agencies.

12.2. The service provider reserves the right to take any one or more of the steps listed above, insofar as it deems them proportionate, in its absolute and sole discretion, against the offending party.

12.3. All cases of violation of the above Acceptable Use Policy should be reported to blaze@blazeinternet.co.za

13. General

13.1. The service provider's failure to enforce this policy, for whatsoever reason, shall not be construed as a waiver of the service provider's right to do so at any time.

13.2 The Service Provider reserves the right to amend this AUP from time to time.

As resellers of Internet Solutions and Vodacom products, Crimson Moon Trading CC T/A Blaze Internet is obliged to abide by the Acceptable Use Policy of Internet Solutions and Vodacom. We therefore, in turn, are obliged to bind our customers to the terms and conditions and fair use policies of Internet Solutions and Vodacom.

These terms and conditions and fair use policies may be accessed via the links below.

<https://www.is.co.za>

<http://www.vodacombusiness.co.za/business/terms/acceptable-usage-policy>

Terms and Conditions

1. DEFINITIONS

1.1 "Acceptance Date" means the date on which the customer accepted this agreement.

1.2 "Activation Date" means the date on which BLAZE INTERNET will give the customer access to and/or enable the customer to use a product or service;

1.3 "Acceptable Use Policy" (AUP) means the policy, which is available on the Website and is incorporated by reference in this Agreement, that regulates the use of the services;

1.4 "Agreement" means this agreement entered into between the customer and BLAZE INTERNET;

1.5 "BLAZE INTERNET" means Crimson Moon Trading CC, Registration number 2011/091229/23;

1.6 "Business Day" means Monday to Friday, but excludes Saturdays 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 "Customer" means a user or host of any BLAZE INTERNET services;

1.10 "EC Act" means the Electronic Communications Act, 2005;

1.11 "ECT Act" means the Electronic Communications Act and Transactions Act, 2002;

1.12 "Equipment" means any device, equipment or hardware used to access the services or used in conjunction with the services;

1.13 "ICASA" means the Independent Communications Authority of South Africa;

1.14 "Juristic person" means a company or close corporation and included a body corporate, partnership, association or trust;

1.15 "NCA" means the National Credit Act, 34 of 2005; Crimson Moon Trading CC T/A

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1.16 "RICA" means the Regulation of Interception of Communications and Provision of Communication Related Information Act, 2002;

1.17 "Services" means any BLAZE INTERNET access package and any other related internet services;

1.18 "VAT" means Value Added Tax as provided for in the Value Added Tax Act, 1991;

1.19 "Website" means www.blazeinternet.co.za

2. 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 this agreement. In the event that the services applied for is not activated within 30 (thirty) days of the acceptance date 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 The customer may terminate this agreement by giving 1 (one) calendar month's written notice to BLAZE INTERNET.

2.3 BLAZE INTERNET may cancel this agreement by giving 1 (one) calendar month's written notice to the customer.

2.4 Notwithstanding the termination of the agreement, in the event that the customer continues to use the services despite the termination of the agreement, the customer will remain liable for and promptly pay on demand all amounts that would have been due to BLAZE INTERNET as a result of the use of or access to the services and this agreement shall be deemed to continue to apply until such time as all amounts due to BLAZE INTERNET have been paid in full.

2.5 If the agreement results from any direct approach to you by BLAZE INTERNET or is an electronic transaction as contemplated in the ECT Act, the customer will be entitled to cancel the agreement on written notice to BLAZE INTERNET without reason or penalty within 5 (five) Business Days of, in the case of services only being provided in terms of the agreement, the acceptance date.

3. NCA AND ECT ACT

3.1 Although the agreement is not a credit agreement as contemplated in the NCA, the customer's application for a service or equipment may be subject to a credit referencing or risk assessment process. This means that BLAZE INTERNET may utilize the information provided by the customer and the credit record from registered credit bureaus in order to determine whether the customer will be in a position to meet the obligations under the intended Agreement. BLAZE INTERNET will be entitled to decline to activate services that the customer applies for if BLAZE INTERNET reasonably determined that the customer may not be able to meet its commitments under the agreement.

3.2 BLAZE INTERNET will be entitled to perform these assessments each time the customer applies for services or equipment.

4. SERVICE DELIVERY, SERVICE AVAILABILITY

4.1 BLAZE INTERNET will use reasonable endeavours to make its services available to the customer, and to maintain the availability for use by customers. However, BLAZE INTERNET will provide the services "as is" and "as available" and do not warrant or guarantee 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 the customer's delivery timeline requirements, subject always to the provisions of the CPA, where applicable, and subject to any Service Level Agreement, where applicable.

4.2 BLAZE INTERNET is a best effort service and will use its best endeavours to notify the customer in advance of any maintenance and repairs which may result in the unavailability of a service, but cannot always guarantee this.

5. PAYMENT

5.1 The customer agrees to pay all amounts due under this agreement, as indicated in the quotation supplied to the customer by BLAZE INTERNET.

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

5.3 The customer agrees that:

5.3.1 BLAZE INTERNET will be entitled and authorized to draw all amounts payable in terms of the agreement from the account specified;

5.3.2 the debit order will commence on the activation date and will continue and not be revoked until termination of this agreement or until all amounts due and owing to BLAZE INTERNET have been fully and finally discharged;

5.3.3 the customer will sign all such forms and do all such things as may be necessary to give effect to the debit order as contemplated in this clause 5.3;

5.3.4 the customer's first bill may be for part of a month and the customer will be charged for the number of days left in the month in which the customer signed up or switched over, plus the subscription for the next month.

5.4 Should the customer fail to pay any amount on the due date for payment then BLAZE INTERNET may, without prejudice to any of its other rights and remedies:

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

5.4.2 suspend the customer's access to the service or the use of any product with notice to the customer until such time as the outstanding amount has been paid in full; or

5.4.3 terminate this agreement with immediate effect.

5.5 To the fullest extent permitted by law, all amounts due and payable in terms hereof shall be paid free of exchange and without deduction or set-off, by way of a direct debit order in favour of BLAZE INTERNET (drawn against a current banking account nominated by the customer), or in such other manner as BLAZE INTERNET may from time to time determine. It is recorded and the customer acknowledges that several BLAZE INTERNET products (like internet and Voip line rental) are payable monthly in advance.

5.6 Should the customer's debit order not be honoured for whatever reason, BLAZE INTERNET will be entitled to charge the customer a reasonable administrative fee.

5.7 If any changes are proposed to any terms of an agreement between BLAZE INTERNET and any Third Party supplier impacts on the provision of any services or products in terms of this Agreement, BLAZE INTERNET shall be entitled to amend the terms, fees or charges for its services or products at any time on 30 (thirty) days' notice to the customer. The amendment will take effect on the date indicated in the notice.

5.8 BLAZE INTERNET will use reasonable endeavours to inform the customer well in advance, and in any event prior to disconnection, about the possibility of disconnection in the case of non-payment.

5.9 To the extent that BLAZE INTERNET incurs any additional expenditure relating to the tracing and/or collection of unpaid amounts, those costs shall be for account of the customer to the extent permitted by law, including attorney and own client costs.

6. EQUIPMENT

6.1 Except for Equipment that the customer had fully paid for, all Equipment installed or provided by BLAZE INTERNET remains the property of BLAZE INTERNET and the customer agrees that:

6.1.1 the customer will take reasonable care of such equipment;

6.1.2 the customer may not sell, lease, mortgage, transfer, assign or encumber such equipment;

6.1.3 the customer may not re-locate such Equipment without BLAZE INTERNET knowledge and permission;

6.1.4 the customer will inform any landlord that such Equipment is owned by BLAZE INTERNET and therefore not subject to any landlord's hypothec; and

6.1.5 the customer will return such equipment to BLAZE INTERNET, at the customer's expense, upon termination of the services to which the Equipment is related.

7. BREACH

7.1 Subject to any other provisions set out in this terms and conditions, should the customer be in breach of any provision of this Agreement, then BLAZE INTERNET 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:

7.1.1 afford the customer a reasonable opportunity to remedy the breach taking into account the nature of the breach in question; or

7.1.2 suspend the customer's access to services;

7.1.3 cancel all agreements concluded between BLAZE INTERNET and the customer; or

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

7.2 Should BLAZE INTERNET suspend, disconnect or terminate the customer's services, BLAZE INTERNET will be entitled to, charge the customer a reasonable fee for reconnecting the customer's services.

7.3 In the event of the customer having failed to make payment of any charge due in terms of this Agreement and/or the Schedules thereto, the customer shall be notified of the nature of the non-payment and shall be afforded 7 (Seven) days within which to make payment, alternatively to provide the service provider with access to the customer's account in order to debit the outstanding amount in terms of the Debit Order, failing which the service provider shall be entitled to institute action against the customer out of a competent Court of law, without further notice to the customer.

For this purpose the customer chooses domicilium citandi et executandi recorded on their signed quote / order.

8. INDEMNITY

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

8.1.1 the use of BLAZE INTERNET services or products other than as allowed or prescribed in the Agreement;

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

8.2 To the fullest extent possible, the customer disclaims all responsibility or liability for any damages or loss howsoever arising, including but not limited to direct, economic, consequential loss or loss of profits, resulting from the use of or inability to use the services in any manner or from any reliance on the services in any way.

8.3 The customer agrees to indemnify and hold harmless BLAZE INTERNET, its members, employees, servants, subcontractors and partners from any demand, action or application or other proceedings, including for attorney's fees and other related costs made by any Third Party and arising out of or in connection with this Agreement and or the inability of any User to use the services.

8.4 The customer acknowledges its responsibility for its own internet security and privacy. Customers are strongly advised to install firewalls and anti-virus software for their own protection.

9. LIMITATION OF LIABILITY

9.1 Save to the extent otherwise provided for in this Agreement or where the customer is entitled to rely on or receive, by operation of law, any representations, warranties or guarantees, BLAZE INTERNET do not make or provide any express or implied representations, warranties or guarantees regarding the availability, accuracy, reliability, timeliness, quality, security of any product or services.

9.2 Without limiting the generality of the provisions of clause 9.3, BLAZE INTERNET shall not be liable for and the customer will have no claim of whatsoever nature against BLAZE INTERNET as a result of :-

9.2.1 any unavailability of, or interruption in the services due to an uncontrolled event;

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

By signing this agreement you are deemed to have acquainted yourself with, and agreed to, the terms and conditions and fair use policies of Crimson Moon Trading CC T/A Blaze Internet, Internet Solutions and Vodacom.

9.3 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, BLAZE INTERNET shall not be liable to the customer 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 this 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 BLAZE INTERNET is liable to the customer for any damages, BLAZE INTERNET liability to the customer for any damages howsoever arising shall be limited to the amounts paid by the customer under this Agreement in consideration for services or a product during the immediately preceding 12 (twelve) month period in respect of the services or product which gave rise to the liability in question.

10. CESSION AND DELEGATION

The customer may not sell, cede, assign, delegate or in any other way alienate or dispose of any or all of its rights and obligations under and in terms of this Agreement without the prior written approval of BLAZE INTERNET. BLAZE INTERNET shall be entitled to sell, cede, assign, delegate, alienate, dispose or transfer any or all of its rights and obligations under and in terms of this Agreement to any of its affiliates or to any third party without the customer's consent and without notice to the customer.

11. JURISDICTION

Notwithstanding any other terms of this Agreement, the customer hereby consents to the jurisdiction of the Magistrate's Court in the Republic of South Africa in respect of any proceedings that may be initiated by BLAZE INTERNET arising out of this Agreement, provided that BLAZE INTERNET shall be entitled, in its reasonable discretion, to institute such proceedings in the High Court of South Africa and, in such event, the customer consents to the jurisdiction of such court.

12. GENERAL

12.1 The parties acknowledge and agree that this Agreement constitutes the whole of the agreement between them and that no other agreements, guarantees, undertakings or representations, either verbal or in writing, relating to the subject matter of this Agreement not incorporated in this Agreement shall be binding on the parties. No changes or cancellation of this Agreement by the customer will be binding on any of the parties unless recorded in writing and signed by both parties, notwithstanding activation of the service.

12.2 The customer agrees that any invoices or notices sent by BLAZE INTERNET to the customer in terms of any agreement concluded between the parties may be sent via e-mail unless otherwise prescribed by law.

12.3 The customer acknowledges that it has read and understood the BLAZE INTERNET acceptable use policy (AUP) (which is available at <http://www.blazeinternet.co.za>) and that a failure to observe the provisions of the AUP may lead to the suspension of the services and or cancellation of this Agreement.

12.4 No indulgence, leniency or extension of time which BLAZE INTERNET may grant or show to the customer shall in any way prejudice BLAZE INTERNET or preclude BLAZE INTERNET from exercising any of its rights in the future.

12.5 The physical address where BLAZE INTERNET will receive legal service of documents is the following: 19 Edge View Beacon Bay, East London