

GENERAL TERMS & CONDITIONS AGREEMENT WEB DEVELOPMENT, DESIGN, HOSTING & SAAS APPLICATIONS

This document contains the general standard terms and conditions, which governs the subscription to and usage of 247HIGHWAY's services. These General Terms and Conditions must be read in conjunction with any Contract Proposal or Agreement prepared specifically for the client.

By subscribing to and using any of the services offered by 247Highway, the Customer and its users irrevocably agree to be bound by the provisions of this General Standard Terms and Conditions, the relevant Services Terms and Conditions and the Policies of 247HIGHWAY.

In the event of a discrepancy between the client's Contract Proposal or Agreement and the General Standard Terms and Conditions - the client Contract Proposal or Agreement and its Service Terms and Conditions will take precedence over the General Standard Terms and Conditions Agreement.

1. Definitions and Interpretation

In this Agreement, the words hereunder will have the meanings assigned to them below:-

"Agreement" means these Standard General Terms and Conditions, applicable Services Terms and Conditions, all the Policies of 247HIGHWAY and all other application or forms, as amended and updated from time to time;

"Confidential Information" means any records, data or information (including personal information), of any nature tangible or intangible, oral or in writing and in any format or medium, which is collected, received, processed, stored or transmitted by the Parties in any manner connected with the provision of Services and relationship pursuant to this Agreement, or data which by its nature or content is identifiable as confidential and/or proprietary to the Disclosing Party and/or any third party, or which is provided or disclosed in confidence; and which the Disclosing Party or any person acting on his behalf may disclose or provide to the Receiving Party or which may come to the knowledge of the Receiving Party by whatsoever means;

"CPA" means the Consumer Protection Act No. 68 of 2008;

"Customer" "you" or "your" means the Customer making use of the Services offered and provided by 247Highway and includes all the users of the Customer that have the benefit of or avail of the Services in terms of this Agreement;

"Data" means any data supplied, stored, collected, collated, accessed or processed by or for the benefit of the Customer, including personal information, as defined in the Protection of Personal Information Act, 4 of 2013 and any applicable legislation in South Africa and/or in any other jurisdiction where the Services are provided;

"247HIGHWAY" means M.C. Bezuidenhout and duly appointed agents and service providers, trading as 247HIGHWAY, and residing at 11 Watsonia Road, Britannia Bay, St Helena Bay, South Africa 7390;

"247HIGHWAY System" means equipment operated together as a system by 247HIGHWAY to provide its Service(s) and services ancillary to such Service(s);

"247HIGHWAY Website" means the Internet website published at the URL <https://www.247HIGHWAY.co.za/> or another URL that 247Highway notifies the Customer of from time to time;

"Fees" means the fees applicable and charged by 247HIGHWAY for each of the Services, as disclosed on 247HIGHWAY's Website and in writing, before the Customer subscribes or applies for such Service(s);

"Good Industry Practice" means the exercise of that degree of skill, diligence, prudence and foresight which would reasonably be expected from a skilled and experienced service provider providing similar services to those provided under this Agreement. Such a service provider would seek in good faith to comply with its contractual obligations, and with all applicable laws, codes of professional conduct, relevant codes of practice, relevant standards, and all conditions of planning and other consents;

"Malicious Code" means anything that contains any computer software routine or code intended to allow unauthorised access or use of a computer system by any party, disable, damage, erase, disrupt or impair the normal operation of a computer system, and includes any back door, time bomb, Trojan horse, worm, drop dead device or computer virus.

"NCA" means the National Credit Act, 34 of 2005;

"Parties" means the Parties to these Standard Terms and Conditions and "Party" means any one of them as the context may indicate;

"Intellectual Property" means any know-how (not in the public domain), invention (whether or not patented), design, trade mark (whether or not registered), or Copyright Material (whether or not registered), goodwill, processes, process methodology and all other identical or similar intellectual property as may exist anywhere in the world and any applications for registration of such intellectual property. For the purposes of this definition, "Copyright Material" means any Material in which copyright subsists;

"RICA" means the Regulation of Interception of Communications and Provision of Communication-Related Information Act, 70 of 2002;

"Service(s)" means all the service(s) provided by 247Highway as specified on 247HIGHWAY's Website and / or in proposals and other contractual documents provided to the Customer;

"Signature Date" means the date of signature of this Agreement by the Party signing it last in time;

"Software" means any computer program or software installed or provided by 247HIGHWAY for the purposes of using the Services and any modifications, enhancements or upgrades thereto;

"South African Law" means all and any laws and regulations of the Republic of South Africa, including but not limited to applicable codes of conduct, as may be promulgated or amended from time to time;

"Supplier" means a supplier of goods and / or services to 247HIGHWAY; and

"VAT" means Value-Added Tax as defined in the Value-Added Tax Act 89 of 1991.

The clause headings contained in this Agreement are for reference purposes only and shall not be used in the interpretation of this Agreement. Words importing any one gender includes the other gender, the singular includes the plural and vice versa, and natural persons includes juristic entities and vice versa.

A reference to any statutory enactment shall be construed as a reference to that enactment as at the signature date and as amended or substituted from time to time.

2. Application and initiation of Services

By subscribing to or applying for the Services, the Customer hereby appoints 247HIGHWAY to provide the Service(s) to the Customer for the duration of this Agreement, which appointment 247HIGHWAY accepts, subject to the terms and conditions contained in this Agreement.

Each application for or subscription to a Service will constitute a separate contract between the Parties and 247HIGHWAY reserves the right to refuse to commence provision of a Service based on the Customer's prior conduct.

If required by 247HIGHWAY, your application for a Service may be subject to a credit referencing or risk assessment process. You agree that 247HIGHWAY may request and receive your confidential, credit and prescribed information (as defined in the NCA) ("Assessment Information") from registered credit bureau in order to perform a financial means test to determine whether you will be in a position to meet your obligations under the intended agreement. 247HIGHWAY is entitled to perform a financial means test each time you apply for a Service. No agreement shall come into effect in the event of a negative credit reference or risk assessment, unless at the discretion of 247HIGHWAY to waive this clause. 247HIGHWAY may choose to waive this clause on a case by case basis and any such waiver shall not constitute a permanent or overall waiver of this clause for all Services. In this regard you consent to 247HIGHWAY requesting, receiving and reporting your Assessment Information from and to registered credit bureau in accordance with the provisions and for the purposes of the NCA; and the sharing of such information by registered credit bureau and such other persons as contemplated in the NCA, for the prescribed purposes of the NCA.

Depending upon the Service provided, 247HIGHWAY may be obliged under RICA to obtain certain information and documents from the Customer, and 247HIGHWAY may withhold or suspend providing Services until the Customer has provided the necessary information and/or documents to 247HIGHWAY.

If the Customer is a juristic person, 247HIGHWAY may require one or more of its officers to stand surety for the Customer's obligations under this Agreement. Even if the Agreement has commenced, 247HIGHWAY may withhold providing the Services until the surety has been signed.

If the Customer has not complied with a requirement of this clause, 247HIGHWAY may delay providing the Goods or Services until the Customer has complied. If the Customer does not comply within a reasonable period, 247HIGHWAY may terminate this Agreement and will not be liable for any damage that the Customer may suffer as a result.

247HIGHWAY cannot guarantee the provision of the requested Service upon the receipt of an application. Provision of the Service is subject to 247HIGHWAY confirming that it is technically feasible to do so. Applicants will be formally notified after receipt of an application whether or not the Service can be provided.

3. Commencement and termination

Any Client Contract Proposal or Agreement commences immediately and will be deemed to be in full effect upon the execution of any ONE of the following actions:

- from the date on which the client registers online for any Services with 247HIGHWAY or
- from the date that the client request access to use the services or systems included in the Client Contract Proposal or Agreement or
- upon either verbal or written confirmation of acceptance of the Client Contract Proposal or
- upon the receipt of the first payment applicable to the Client Contract Proposal.

Subject to the Contract and Service terms, the Contract or Agreement shall continue in effect as per the duration and other terms unique to the contract. Subject to the provision of the Contract / Agreement, the subscription shall be renewed automatically for further annual renewal period(s), unless cancelled by Customer with at least two calendar month's written notice to 247HIGHWAY, before the expiry of the applicable annual period.

Either Party shall have the right to terminate the Contract or Agreement according to the duration and terms stipulated in the contract document, and not less than 2 months written notice before the end of the the contract period.

The Customer acknowledges that 247HIGHWAY may:

- terminate this Agreement by written notice, including email, and without liability in the event of the termination of its agreement with a Supplier relevant to the provision of any Service; or
- suspend or terminate the Services of a Customer in its absolute discretion and without notice:
- if the Customer commits a serious or repeated breach of the Agreement (an in particular any provision of the Acceptable Use Policy) or the Customer engages in any conduct which in 247HIGHWAY's opinion would have a negative impact on 247HIGHWAY, other customers of 247HIGHWAY or 247HIGHWAY's staff or is detrimental to the welfare, good order or character of 247Highway;
- any part of the Customer's Fees are not paid in full when due;
- the information the Customer supplied to 247HIGHWAY is found to be incorrect or false; or
- 247HIGHWAY reasonably thinks that the Customer's use of the Services may result in the commission of a crime or is otherwise unlawful.

Upon such suspension or termination, the Customer:

- may not resile from this Agreement or withhold or defer payment or be entitled to a reduction in any charge or have any other right or remedy against 247HIGHWAY, its servants, its agents or any other persons for whom it may be liable in law;
- will not be eligible for re-imbursement of any the Fees paid in advance for the Services, if applicable;
- may be barred from subscribing to any services with 247HIGHWAY in the future;
- may be listed with applicable authorities and credit bureaus.
- 247HIGHWAY may in its sole discretion determine the period of suspension it may deem necessary in consideration of the particular circumstances that gave rise to the suspension.

Upon termination of this Agreement however caused, we will stop your ability to access our services, so that you will no longer be able to access and use our services. You acknowledge that you may no longer be able to access your Company Data from this time.

If this Agreement is terminated and you notify us at the time of notice of termination that you require further access to your Company Data, we may provide you with access to your data for a period of 5 (five) calendar days in order that you may print out your Company Data, subject to the following:

- it is possible that we may have deleted your Company Data, and not be able to provide it to you; and
- we may charge you for providing you with access to your Company Data; and
- if your account remains in arrears for 60 (sixty) days, we may delete your Company Data.

If we terminate this Agreement we may irretrievably delete your Company Data from the effective date of termination.

Any termination of this Agreement will not affect any accrued rights or liabilities of either party, nor shall it affect the coming into force, or the continuance in force, of any provision of this Agreement which is expressly or by implication intended to come into force or continue in force on or after termination.

4. Services and Changes to Services

247HIGHWAY offer various Services and may provide recommendations to customers, based on the information provided by such customers. 247HIGHWAY provides Services on the basis of information provided by the Customer, and 247HIGHWAY offers no warranty as to the suitability of the Services beyond the requirements as expressed by the Customer. The Customer is solely responsible for ensuring that their choice of Services provided by 247HIGHWAY to their requirements or desired outcome. 247HIGHWAY will not be liable for compensation, costs or damages resulting from incorrect selection of Services, or resultant delays in rectifying such errors.

While every effort is made by 247HIGHWAY and its Suppliers to ensure that all Services retain a constant uptime (99.9%) and high level of service quality given the nature of the Services, technology, infrastructure and number of Suppliers involved in the provision of such Services this is not always achievable. As such all Services unless otherwise agreed to in writing are based on the best effort premise where no guarantees on throughput, latency or uptime can be provided. If in the instance that 247HIGHWAY cannot meet such standard of service quality its liability shall be limited to three months of your base hosting fee, or, two thousand five hundred rand (R 2 500.00), whichever is the lesser.

To the extent that the provisions of the CPA are applicable to this Agreement, in the event that the Customer alleges that there is a defect in the quality of the Services, the only remedy that the Customer will have against 247HIGHWAY, is to require 247HIGHWAY to remedy the defect in the quality of the Services performed.

247HIGHWAY reserves the right to stop offering particular Services if it deems it necessary. 247HIGHWAY will then either provide the service for the remainder of the time that has been paid for or refund the amount paid for that specific package.

5. Security

247HIGHWAY will implement measures in line with Good Industry Practice to ensure the security of the 247HIGHWAY System and the physical security of 247HIGHWAY's premises, but gives no warranty that breaches of security will not take place.

If the Customer discovers a security violation, or thinks that a security violation is imminent, it must immediately notify 247HIGHWAY in an appropriate way that does not further compromise security concerns.

The Customer must not do anything that may prejudice the security of the 247HIGHWAY System, and must take all reasonable measures necessary to ensure that:

- no unlawful access is gained to 247HIGHWAY's premises, the 247HIGHWAY System, or the Customer's own system;
- no Malicious Code is introduced into the 247HIGHWAY System; and
- the Customer Data is safeguarded.

If a security violation occurs, or 247HIGHWAY is of the view that a security violation is imminent, 247HIGHWAY may take whatever steps it considers necessary to maintain the proper functioning of the 247HIGHWAY System including without limitation:

- changing the Customer's access codes and passwords (or those of any user of the 247HIGHWAY System), and
- preventing access to the 247HIGHWAY System.

247HIGHWAY takes reasonable measures to provide disaster recovery; but does not warrant that recovery will be successful or that it will be completed within any time limit.

The Customer must give its full cooperation to 247HIGHWAY in any investigation that may be carried out by 247HIGHWAY regarding a security violation.

If the Customer is providing any Service to third parties that makes use of the 247Highway System, the Customer must contractually bind those third parties to equivalent terms regarding security as are set out in this clause 5.

6. Customer Duties

Customer is prohibited from selling, reselling or otherwise dealing with the Service(s) which are proprietary to 247HIGHWAY in any manner whatsoever without its consent. Without limitation to the foregoing, any consideration which the Customer may receive whilst acting in breach of this prohibition shall be forfeited to 247HIGHWAY unless the Customer is duly authorized to resell such Service(s).

The Customer is prohibited from allowing any person, other than its employees or other authorised parties, to access to the Service(s).

The Customer shall only use the Service in compliance with South African Laws, the terms and conditions of this Agreement and 247HIGHWAY's Policies, as published on 247HIGHWAY's Website. The Customer acknowledges that 247HIGHWAY has no obligation to assist the Customer in obtaining knowledge and/or clarity in terms of the applicable South African Law.

Where any Service is provided to the Customer with a predefined maximum allowable amount of bandwidth, traffic usage, data, or data cap ("Data Allocation") during a predefined period or term as applicable to the particular Service, such Data Allocation may not be exceeded.

In the event of such Data Allocation being exceeded by you, 247HIGHWAY shall charge you for such overage as applicable to the particular Service and at the prevailing overage rate for that Service. Alternatively, 247HIGHWAY may elect to deduct the amount exceeding the original Data Allocation from the following Data Allocation as applicable to the specific Service.

7. Fees, Charges and Payment

Subscription options: Please refer to your specific Contract. With reference to the applicable Service, 247HIGHWAY offers the following subscriptions options:

- Monthly: Fees will be due monthly in advance and should be paid by the 1st Business Day of the applicable month.
- Bi-annually: Fees are due and payable on or before the 1st Business Day of the commencement of the period or any subsequent renewal period.
- Annual: Fees are due and payable on or before the 1st Business Day of the commencement of the period or any subsequent renewal period. Subject to the provision of the Contact / Agreement, the subscription shall be renewed automatically for further annual renewal period(s), unless cancelled by Customer with at least two calendar month's written notice to 247HIGHWAY, before the expiry of the applicable annual period.
- Ad hoc usage Fees for additional services rendered, if applicable, shall be billed in arrears.

Billing process:

- Billing will commence on the date that Service provision commences. Partial months will NOT be charged pro rata;
- Services are billed in advance and all invoices must be paid by the Customer in advance;
- Any Services invoiced in arrears are payable on presentation of invoice;
- All Fees and other amounts payable are quoted exclusive of VAT (not applicable);
- All Fees shall be paid by EFT or online via a secure processor. 247Highway shall only accept payment for bi-annual or annual payments by way of electronic funds transfer in exceptional circumstances and on only by prior arrangement at 247Highway's discretion; and
- All payments shall be without deduction and free of exchange or set-off.

Consequences of late or non-payment:

- If any Fees remains unpaid by the Customer beyond the due date of payment:
- the interest rate will be charged at 2% (two percent) above the prime overdraft rate (percent, per annum), up to a maximum of 2% per month in accordance with the maximum interest rate allowed in terms of the NCA for incidental credit agreements;
- the prime overdraft rate will be determined by 247HIGHWAY's bankers at the time, which will be evidenced by a certificate issued by any manager of that bank, whose authority it shall not be necessary to prove;

- interest will be calculated from the due date of payment to the date of actual payment, both days inclusive, and will be compounded monthly in arrears;
- In the event of a debit order being returned by your bank, 247HIGHWAY shall charge a debit order return fee of the greater of 5% of the attempted debit order amount or R50.00; and
- if the non-payment pass fourteen days from the due date, a letter of demand may be sent to you. If payment is not received after twenty business days from the date of notice, your default will be listed on a registered credit bureau database, which will affect your credit rating.

247HIGHWAY retains the right to suspend any and all its Services for non-payment (which may not be limited to the particular Service in question), and to withhold such Services until all arrears are settled in full on any and all products and Services. While Services are in a suspended state you will have no access to the Services, but will continue to be liable for the full cost associated with the Service(s) and no refunds or pro-rata of any kind will be provided to you for the period in which the Service was suspended.

If the Customer's Service(s) are suspended or terminated for non-payment (or any other breach of this Agreement), 247HIGHWAY may charge a reconnection fee for subsequent reactivation of Services. Reconnection Fees are payable in full before any services can be reactivated.

247HIGHWAY may charge multiple reconnections Fees where multiple Service(s) are affected, and may charge "escalating" penalties for repeated non-payment offences. Any prior leniency shown in this regard will not prejudice 247HIGHWAY's right to enforce such penalties in full at any time (within their discretion). Reconnection of Services may be subject to a waiting period of up to 72 hours, at 247Highway's discretion, regardless of when payment is received or cleared.

Billing disputes:

In the case of billing disputes, the onus is upon the Customer to raise such disputes in good time to prevent interruption of services while the billing is in dispute. All invoices shall be sent to Customers by way of e-mail and the Customer is responsible to keep 247HIGHWAY informed of all changes to such e-mail addresses.

All billing complaints must be directed to 247HIGHWAY in writing must be accompanied by a copy of the bill concerned or the particulars thereof, e.g. username or invoice number, the reason for the dispute; the amount in dispute; and supporting information or documentation, if any.

247HIGHWAY will reach a determination regarding the billing complaint and communicate its decision to you within fourteen (14) working days of receipt of the complaint.

Reparations will be made to Customers with successful disputes by means of an account credit or refund, at 247HIGHWAY's discretion.

Amendment of Fees:

247HIGHWAY reserves its rights to change its prices at any time on reasonable notice, which will not be less than thirty days.

8. Intellectual Property Rights and Infringements

All Intellectual Property rights in and to 247HIGHWAY's Software, Systems, procedures and policies (including, without limitation, copyright, trademarks, designs and patents) relating to or used in connection with the Service(s) provided under this Agreement shall belong to 247HIGHWAY.

In addition, all intellectual property rights in and to Suppliers' software, systems, procedures and policies (including, without limitation, copyright, trademarks, designs and patents) relating to or used in connection with the Service(s) provided under this Agreement and licensed to 247HIGHWAY shall be made available to Customers in the sole discretion of 247HIGHWAY and subject to 247Highway's agreement with such Suppliers.

The Customer undertakes that it shall at no time, have any right, title or interest in the Intellectual Property of 247Highway or the applicable Suppliers and agrees that it shall not (or permit any third party to) reverse engineer, decompile, modify or tamper with the software systems, procedures and policies owned by 247HIGHWAY, or any of its Suppliers.

The Customer agrees to only make use of properly licensed third party software in connection with its use of the Services and agrees to indemnify and hold 247HIGHWAY and any of its members, representatives, officers or employees harmless against all losses, damages, liability, costs and expenses, including reasonable attorney fees, suffered or incurred by them as a result of any third party claims relating to its involvement in any copyright infringement or alleged copyright infringement.

The Customer warrants that it shall not use the Service(s) to produce, host or present any content in contravention of any person's Intellectual Property rights, and in particular warrants that it shall recognise, acknowledge and use any content in accordance with any third party's Intellectual Property rights. The Customer furthermore warrants that it has received all necessary permissions to make use of any Intellectual Property relating to third parties.

Any specifications, descriptive matter, drawings and other documents which may be furnished by 247HIGHWAY to the Customer from time to time:

- 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
- shall remain the property of 247HIGHWAY and shall be deemed to have been imparted by it in trust to the Customer for the sole use of the Customer. All copyright in such documents vests in 247HIGHWAY and such documents shall be returned on demand.

9. Data Privacy and Protection

A Party ("the Receiving Party") shall at all times treat and hold all Confidential Information it receives from the other Party ("the Disclosing Party") as confidential.

The Receiving Party undertakes and agrees that:

- in order to protect the proprietary interests of the Disclosing Party in and to its Confidential Information the Receiving Party will not at any time, whether during the currency of this Agreement or at any time thereafter, either use any Confidential Information of the Disclosing Party or directly or indirectly divulge or disclose any Confidential Information of the Disclosing Party to third parties; and
- upon termination, cancellation or expiry of this Agreement the Receiving Party will deliver to the Disclosing Party, or at the Disclosing Party's option, destroy all originals and copies of Confidential Information in its possession.

The foregoing obligations will not apply to any information which –

- is lawfully in the public domain at the time of disclosure to the Receiving Party;
- subsequently becomes lawfully part of the public domain by publication or otherwise;
- subsequently becomes available to the Receiving Party from a source other than the Disclosing Party which is lawfully entitled without any restriction on disclosure to disclose such Confidential Information to the Receiving Party; or
- is disclosed pursuant to requirement or request by operation of law, regulation of court order.

The Customer consents to 247HIGHWAY processing Data transmitted to 247HIGHWAY's System in a way which is consistent with the Service being provided. Where the Customer's use of the Service(s) leads to the transmission of Data, which includes personal information to or from the Republic of South Africa, the Customer acknowledges that it has a duty to comply with any relevant statutory provisions dealing with data privacy either in the Republic of South Africa or in any foreign country to which the Personal Information is transmitted. The Customer warrants that it has obtained the consent of any third party for the use of that party's personal information in this way, or otherwise that such processing is lawful, and indemnifies 247HIGHWAY from any claim brought by such third party as a result of its failure to do so.

247HIGHWAY will use reasonable endeavours to ensure the safekeeping of any Data or content which may be uploaded to the 247HIGHWAY servers from time to time, such as and without being limited to, photographs, websites, videos and e-mail messages (hereinafter collectively referred to as "your data"). However, 247HIGHWAY does not provide any guarantees against data loss, and as such you agree to retain your own backups of your Data and indemnify and hold harmless 247HIGHWAY from any claims as a result of your Data being lost for whatsoever reason.

247HIGHWAY shall immediately delete all of your Data from the 247HIGHWAY servers upon termination of the Service or termination of this Agreement. It is thus your responsibility to ensure that you have made local copies of all of your Data prior to the termination of the Service. 247HIGHWAY shall not retain backups of any kind once the Service is terminated.

10. Representations and warranties

247HIGHWAY warrants and represents that:

- it has the capacity and authority to enter into and perform in terms of this Agreement and to provide the Services to the Customer;
- it is the owner of or has the right to use any intellectual property employed by it during or as part of the Service(s);

- the Services shall be performed in compliance with South African Law;
- the Services shall be provided in accordance with the provisions of this Agreement;
- the Services will be performed in a professional manner and that it is and/or it shall use personnel that is suitably qualified and has sufficient knowledge, expertise and competence to perform the Service(s), in accordance with the standard of its industry.

Save as expressly set out in clauses 1, 247HIGHWAY does not make any representations nor gives any warranties or guarantees of any nature whatsoever in respect of the Service(s) and all warranties which are implied or residual at common law are hereby expressly excluded.

247HIGHWAY does not warrant or guarantee that the information transmitted by or available to Customer by way of the Service(s):

- will be preserved or sustained in its entirety;
- will be delivered to any or all of the intended recipients; or
- will be suitable for any purpose;
- will be free of inaccuracies or defects or bugs or viruses of any kind; or
- will be secured against intrusion by unauthorised third parties; and 247HIGHWAY assumes no liability, responsibility or obligations in regard to any of the exclusions set forth in this clause 10.

11. Customer Warranties

In addition to and without limiting any Customer warranty under this Agreement, the Customer undertakes and represents that:

it has all requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder; and

the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not conflict with, or result in any violation or breach of, any contract to which Customer is a party.

12. Force Majeure

247HIGHWAY shall not be liable for non-performance under this Agreement to the extent to which the non-performance is caused by events or conditions beyond the control of 247HIGHWAY.

It is expressly recorded that for purposes of this clause the following shall be considered circumstances beyond the control of 247HIGHWAY :

- a Supplier's fault of interruption that affects the Service(s);
- the non-performance, inability to perform or delay in performance by the upstream provider relating to the provisioning of equipment, services and/or facilities to 247HIGHWAY that affects the Service(s);
- acts or omissions of any government, government agency, provincial or local authority (including disruption or suspension of the provision of municipal services) or similar authority, any laws or regulations having the force of law, civil strife, riots, insurrection, sabotage, acts or war or public enemy, illegal strikes, interruption of transport, lockouts, flood, storm or fire;
- all telecommunications infrastructure and communication line faults;
- failure or unreasonable delay by the Customer to report faults/problems to 247HIGHWAY ; and/or
- the failure of any hardware, software programme, applications(s) or any other computer systems (or any component thereof) or product or service of any third party on whom the Customer relies (whether directly or indirectly) to use the Service(s).

13. Limitation of Liability and Indemnity

247HIGHWAY shall not be liable for any loss (including but not limited to loss of data, profits and goodwill), liability, damages (whether direct, indirect or consequential) or expense of whatsoever nature and howsoever arising where 247HIGHWAY's negligence, failure, delay or inability to perform any of the Service(s), any defect or failure in the Equipment, or due to the occurrence of any of the following events:

- the Customer's failure to perform, or delay in performing its obligations in terms of this Agreement, including non-payment of fees;
- circumstances that constitute an event of force majeure as contemplated in clause 12 hereof;

- compliance by 247HIGHWAY with any applicable national and international legislation and laws;
- any alteration to the Software and Equipment by the Customer; and/or
- any defect and/or hazard in any third party equipment required by the Customer to be used in the provision of the Services.

The Customer shall indemnify and hold 247HIGHWAY and any of its members, representatives, officers or employees as well as any third parties whose networks are connected to the 247HIGHWAY System, harmless against all losses, damages, liability, costs and expenses, including reasonable attorney fees, suffered or incurred by them as a result of any claim by any third party, arising out of the provisions of clauses 13

In the event that 247HIGHWAY is nonetheless held liable, the quantum of 247HIGHWAY's liability will not exceed the monthly or pro-rata fees due for the Service that occasioned the loss, in the preceding one (1) month, regardless of whether the claim arises out of negligence on the part of 247HIGHWAY or any other cause.

From time to time, 247HIGHWAY may deem it necessary to conduct maintenance, repair and/or improvement work on its technical infrastructure by means of which the Services are provided and in order to perform these activities, 247HIGHWAY may have to suspend the Services. 247HIGHWAY undertakes to provide reasonable notice to the Customer by way of a notice on its website and the Customer agrees that all liability on the part of 247HIGHWAY of any loss or damage (whether direct or consequential) thereby incurred or for any costs, claims, or demands of any nature arising therefrom, is excluded.

Use of the Services indicates that the Customer indemnifies and holds harmless 247HIGHWAY in respect of any damages, loss or costs or claims instituted against 247HIGHWAY arising from any application or subscription to or use of any Service or breach of the Agreement.

Nothing contained in this clause 13 will limit the Customer's liability in respect of charges incurred for ongoing Services.

If the CPA is applicable to this Agreement, and any provision of this clause 13 is found by a court or tribunal with jurisdiction over 247HIGHWAY to be unfair, unreasonable or unjust, then that provision (whether it be a word, phrase or sub-clause) will be severed, and the remainder of this clause 13 will have full force and effect.

In the case of ambiguity, this clause 13 will take precedence over any expression of the Parties' intention, whether express or implied, that may be contained elsewhere in this Agreement.

14. Breach

Without prejudice to any other rights accorded to 247HIGHWAY in terms of this Agreement or any claims which 247HIGHWAY may have for damages against the Customer, if the Customer:

- breaches any of the terms or conditions of this Agreement (other than non-payment due and payable amounts) and fails to remedy such breach within 14 (fourteen) days of notice thereof from 247HIGHWAY ;
- endeavour to enter into a compromise, scheme of arrangement or composition with its creditors;
- allow any judgment against you to remain unsettled for more than 10 (ten) days without taking immediate steps to have it rescinded and successfully prosecuting the application for rescission to its final end;
- commits any act of insolvency, are placed in liquidation or judicial management (in either case, whether provisionally or finally) or, being an individual, your estate is sequestrated or voluntarily surrendered; or
- dispose of a material portion of its undertaking or assets; or
- fails to pay any amount on the due date for such payment, 247HIGHWAY shall be entitled on written notice to the Customer and without any liability or obligation whatsoever, to:
- suspend, discontinue or terminate all Services until such non-payment or breach is remedied to 247HIGHWAY's satisfaction;
- treat all outstanding amounts, which would otherwise become due and payable over the unexpired period of the Agreement, as immediately due and payable, and to claim such amounts as well as any other amounts in arrears including interest and to cease performance of its obligations hereunder as well as under any other contract with you until you have remedied the breach;

- collect and retrieve all Equipment and the Customer shall advise 247Highway of the place of storage of such equipment and allow unfettered access to such location to enable 247HIGHWAY to collect the Equipment; and/or
- cancel or terminate this Agreement.

The Customer shall be liable for all costs incurred by 247HIGHWAY in the recovery of any amounts or the enforcement of any rights which it has hereunder, including collection charges and costs on an attorney and own customer scale whether incurred prior to or during the institution of legal proceedings or if judgment has been granted, in connection with the satisfaction or enforcement of such judgment.

15. Dispute Resolution

Any dispute which arises relating to or arising out of this Agreement, including the validity, implementation, execution, interpretation, rectification, termination or cancellation of this Agreement, shall be referred to the chief operating officers / owner of 247HIGHWAY and the Customer or alternates appointed by them, who will use their best efforts to resolve the dispute within five (5) business days of the dispute having been referred to them.

16. Notices and Domicilia

All request by the Customer for amendment or termination of the Services or change of any of the business or personal information of the Customer must be made in writing in accordance with this clause 16. Any notice required to be given in terms of this Agreement shall be valid and effective only if in writing, which shall include electronic communications.

The Parties select their addresses, where they will accept service of any notice or documents for all purposes as their respective domicilia citandi et executandi the physical addresses appearing therein, as follows:

- Your communication with us must be by email to our email address contained on the Website, and
- Customer: the latest contact details disclosed and recorded by 247Highway, It is the responsibility of the Customer to inform 247Highway of any changes to such contact details.
- The Parties shall be entitled from time to time by written notice to the other, to vary its contact details, which change will take effect on the date on which the notice is deemed to be received by the other party.

Any notice given by one party to another party (the "addressee") which:

- is delivered by hand during normal business hours at the addressee's physical address shall be deemed to have been received by the addressee at the time of delivery;
- is given by fax shall be deemed to have been received by the addressee on the first business day following the day of successful transmission of the fax; or
- is given by electronic mail shall be deemed to have been received by the addressee on the second business day following the day of successful transmission of the electronic mail.

Note: Due to inherent physical mail delivery problems experienced by the South African postal service, notices sent by registered post cannot be guaranteed to be received by either party and therefore shall not be acceptable as a means of communication. All mail to physical address must be delivered by hand.

17. Application of the Consumer Protection Act

A transaction (as defined in the CPA) between you and 247Highway may or may not fall under the provisions of the CPA depending upon whether certain values set out in clause 2 in respect of the Customer ("Threshold Values") are below a certain value at the time the transaction is entered into.

The Threshold Values are the Customer's asset value or annual turnover, and the value against which they are measured is as determined by the Minister of Trade and Industry by publication in the Government Gazette from time to time.

247HIGHWAY's duties towards the Customer may vary depending upon whether the transaction in question is subject to the CPA, and 247HIGHWAY will act upon the information given to it by the Customer in this regard. Consequently:

- the Customer warrants that any statement made to 247HIGHWAY in respect of its Threshold Values is accurate;
- if the Customer claims that all the Threshold Values are below the relevant value, or otherwise that the CPA applies to the transaction in question, 247HIGHWAY may at its instance require the Customer to provide it with financial statements as proof thereof; and

• if the Customer misstates the Threshold Values in such a way that 247HIGHWAY considers for a period that the transaction is subject to the CPA when it is not, all provisions of this Agreement that do not apply to transactions subject to the CPA shall retroactively apply to the transaction in question, and the Customer shall be liable for any damage sustained by 247HIGHWAY resulting from such misstatement.

Disclosures required by Schedule of the Consumer Protection (Electronic Trade Transactions) Regulations 2012

- As a person who operates a business for the purpose of supply of goods or services through a website under Regulation 3 of the Consumer Protection (Electronic Trade Transactions) Regulations 2012, 247Highway has the duty to disclose the following information:
- Full name of the company: M. C. Bezuidenhout Trading as 247Highway Design and Development.e Software Sdn. Bhd.
- Official email address: 247webmaster@247highway.com
- Telephone number: 087 150-8178
- Company address: 11 Watsonia Street, Britannia Bay, St Helena 7390, Western Cape, South Africa.
- Description of Goods/Services: Website Development, Design and Hosting Services including proprietary software as a Service (SaaS) applications
- The full price of the goods or services including transportation costs, taxes and any other costs associated with the access and use of all services are as per individual client agreement.
- The method of payment for the goods or services is available on the Website.
- The terms and conditions are made available on the Website.
- The estimated time of delivery of the goods or services to the buyer are as per individual client agreement.

18. General

This Agreement, together with the Client Contract Proposal or Agreement document, constitutes the whole of the agreement between the Parties relating to the matters dealt with herein and, save to the extent otherwise provided herein, no undertaking, representation, term or condition relating to the subject matter of this Agreement not incorporated in this Agreement shall be binding on either of the Parties, unless reduced to in writing and agreed by both parties.

247HIGHWAY may amend the provisions of this Agreement at any time. The amended Agreement will be posted on 247HIGHWAY 's website (<https://www.247HIGHWAY.com/> and also on the 247Highway Customer support centre portal website: <https://www.247highway.com/247crm/>) and 247HIGHWAY will make all reasonable efforts to advise the Customer of the changes. The Customer also had a duty to keep itself informed of the latest version of the Agreement by accessing 247HIGHWAY 's website on a regular basis. Amendments will become effective 30 (thirty) days after the new version has been published on 247HIGHWAY 's website. If a Customer wish to object to any of the amendments, it may terminate the Agreement and the termination will be effective one month after receipt by 247HIGHWAY of the written notice of termination, where after all Service(s) will be discontinued by 247HIGHWAY. The Customer may not make any amendments to the Agreement.

No latitude, extension of time or other indulgence which may be given or allowed by any Party to the other Party in respect of the performance of any obligation hereunder, and no delay or forbearance in the enforcement of any right of any Party arising from this Agreement and no single or partial exercise of any right by any Party under this Agreement, shall in any circumstances be construed to be an implied consent or election by such Party or operate as a waiver or a novation of or otherwise affect any of the Party's rights in terms of or arising from this Agreement or estop or preclude any such Party from enforcing at any time and without notice, strict and punctual compliance with each and every provision or term hereof. Failure or delay on the part of any Party in exercising any right, power or privilege under this Agreement will not constitute or be deemed to be a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

No waiver, suspension or postponement by any Party of any right arising out of or in connection with this Agreement shall be of any force or effect unless in writing and signed by such Party. Any such waiver, suspension or postponement will be effective only in the specific instance and for the purpose given.

All provisions and the various clauses of this Agreement are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision or clause of this Agreement which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as pro non scripto and the remaining provisions and clauses of this Agreement shall remain of full force and effect.

The expiration or termination of this Agreement shall not affect such of the provisions of this Agreement as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.

Neither this Agreement nor any part, share or interest herein nor any rights or obligations hereunder may be ceded, delegated or assigned by the Customer (including, but not limited to sub-letting or re-selling of any disk space, server capacity or web hosting) without the prior signed written consent of 247HIGHWAY. In the event of any change in the controlling interest of the Customer, the Customer shall give written notice of such event and 247Highway reserves the right to terminate the Agreement on written notice to the Customer. 247HIGHWAY shall be entitled to cede, delegate, assign or otherwise transfer any of its right and obligations hereunder to a third party.

This Agreement will be governed by and construed in accordance with the laws of the Republic of South Africa and all disputes, actions and other matters relating thereto will be determined in accordance with South African law. The Customer irrevocably consent to the jurisdiction of the Magistrate Courts in accordance with the Magistrates Court Act 32 of 1944, provided that 247HIGHWAY may institute legal proceedings in the High Court of South Africa.

Any action arising out of this agreement may be instituted in the Magistrates Court of Vredenburg, South Africa or otherwise stipulated in writing by 247HIGHWAY, even though the cause of action may exceed the jurisdiction of the court. The client chooses domicilium citande et executandi for the purpose under this agreement in respect of the giving of any notice, the serving of any court process or other documents or communications, the payment of any sum and for any other purpose arising out of this agreement at the physical client address specified in the Agreement document.

The signatories hereto acting in representative capacities warrant that they are authorised to act in such capacities, and accept personal liability under this Agreement should they prove not to be so authorised.

Specific Terms and Conditions

1. Definitions and Interpretation

These specific terms and conditions are read in conjunction with 247HIGHWAY's general terms and conditions. Unless otherwise indicated, all the definitions contained have the same meaning as those set out in the general terms and conditions.

2. Hosting Services

2.1 Shared Hosting

247HIGHWAY 's shared hosting platform is intended for hosting a website with relevant content and function for a personal or small to medium size business without the concern of traffic overages. The use of the service should not be indicative for large scale enterprises or applications where a Dedicated Server would be more suited.

To ensure the integrity of the network and to offer Customers fair and equal usage across the board, 247HIGHWAY reserves the right to:-

- suspend or deactivate a service, or;
- upgrade a Customer's shared hosting package on the Customer's behalf should the Customer's package be causing degradation of a shared hosting environment which adversely affects other Customers. Reasonable notice will be given to the Customer in the form of electronic mail or by way of other communication methods before any upgrade is actioned.

247HIGHWAY may, at times with reasonable notice to Customers, revise or amend its current Shared and Dedicated Hosting offerings relating to price, features, traffic allocations and disk sizes.

The Customer is responsible to advise 247HIGHWAY in writing of its representatives who are entitled to access the server, used for the Hosting Services. 247HIGHWAY shall use all reasonable steps to verify the identity of the representative that wishes to access the server, but will not be liable for any loss or damage that you may suffer due to a non-authorized person gaining access to the server.

247HIGHWAY shall not be liable or responsible for the backing up, restoration or loss of Data under any circumstances. Customers are solely responsible for ensuring their Data is regularly backed up and for restoring such backups in the event of data loss or corruption.

Disk space on shared hosting may only be used for Website Content, emails and related system files. General data storage, archiving or file sharing of documents, files or media not directly related to the website content is strictly prohibited. Unauthorised storage or distribution of copyrighted materials is prohibited, via FTP hosts or any other means.

For shared hosting, 247HIGHWAY will implement security updates, software patches and other updates or upgrades from time to time, to maintain the best performance, at 247Highway's sole discretion. 247HIGHWAY is under no obligation to effect such upgrades, or to rectify any impact such changes could potentially have to shared hosting customers.

2.2 Dedicated Hosting - if applicable

247HIGHWAY shall make a server available to the Customer for its exclusive use. The server will at all times remain 247Highway's property, unless it is purchased outright by the Customer. 247Highway will setup and manage the server on your behalf.

All Server log files remain 247HIGHWAY's property, but we will make a copy available to the Customer on request.

The Customer is not allowed to remove the service from the location where 247HIGHWAY has installed it, except with the advance written approval of 247HIGHWAY.

247HIGHWAY shall manage the server, including the hardware, software, and upgrades at its sole discretion.

If the server becomes the target or source of any form of denial of service attack and 247HIGHWAY believes that there is no other possible solution at that point in time, we may disconnect the Server from the network.

247HIGHWAY shall not be responsible for the Customer's software, installed by the Customer that you may install (and any vulnerabilities that may result from the use of the software).

247HIGHWAY, expressly disclaims any direct, indirect, incidental, special, punitive, consequential losses or damages, of whatever nature including which arise or may arise from (a) the Service or the hosting of any content, application and/or data of whatever nature (b) maintenance and/or upgrades (c) installation and/or use of any customer software or other software on the Customer's website and/or database. The Customer indemnifies 247HIGHWAY against all loss, damages, claims and liabilities of whatsoever nature as a result of any claim instituted by a third party.

3. Domain Names

3.1 Domain Registration

247HIGHWAY agents / service providers are accredited as an independent Registrar to register Domain Names on the .co.za, net.za, org.za or web.za; .durban, .capetown, .joburg, Domain Name spaces. These domain names spaces are managed and administered by various Administrators and therefore registration of Domain Names on these Domain Name spaces are subject to the administrator policies, which may be amended from time to time.

247Highway utilises the services of service providers, to register all international domain names subject to their terms and conditions, as amended from time to time;

The registration, maintenance, or, transfer of a Domain Name is subject to the terms and conditions of these Administrators and Registrars which allocate and govern these Domain Names. The Registrars may change or be replaced from time to time; and 247Highway may change its registration provider from time to time.

All Administrators and Registrars' terms and conditions are binding upon the Customer by reason of Customer's acceptance of these terms and conditions.

The following principles apply with regard to Domain Name registrations:

- Domain Names are made available on a "first come, first served" basis. 247HIGHWAY cannot guarantee that the Domain Name requested by you is available for registration;
- 247HIGHWAY does not permit "cybersquatting" (also known as "domain squatting"): registering a Domain Name in bad faith with the intention of profiting from the goodwill of a trademark belonging to someone else;
- By registering a Domain Name, the Customer will obtain the right of usage to the domain name. Continued usage of the Domain Name depends on the Administrator's policies and the continued payment of the applicable registration fees.

247HIGHWAY will maintain the Domain Name for you as part of the Service if applicable the billing and technical contact of the Domain Name, unless you register the Domain Name yourself or manage the Domain Name record directly with the applicable Registry. If we provide the administrative services, you will continue to retain control of your Domain Name.

Any Internet Protocol (IP) address that 247Highway allocates to you will remain our sole property. We give you a non-exclusive, non-transferable license to use the IP address for the duration of our agreement with you.

All new co.za registrations are allowed a grace period of seven consecutive days immediately following the registration of the Domain Name, during which you can cancel your Domain Name registration with minimal cost implications. If you cancel your Domain Name registration during a grace period, it will be assigned a 'pending release' status and will not become available for release until the seven day grace period expires. You will be charged a grace period administration Fee of R5 (excluding VAT) for co.za domains and R10 (excluding VAT) for all other domains. Once the grace period has expired, the Domain Name will be released and removed from the Registry database, making it available for anyone else to register. You will receive a refund of the registration fee minus the grace period fee. You will not be able to transfer the Domain Name to another Registrar during the grace period.

Domain Names are registered for one year, which registration may be renewed. It is your responsibility to ensure that your Domain Name does not lapse.

In order to complete the registration on your behalf, we will request you to provide your business or personal information. 247HIGHWAY will not be held responsible if you provide incomplete or inaccurate information that will lead to a delay in the registration process, subsequently resulting in the Domain Name being registered by someone else.

You warrant that:

- you are entitled to register and use the Domain Name; or
- you have the consent of the Registrant to use the Domain Name if you are not the owner; or
- you are not prohibited by law or otherwise from registering the Domain Name; and
- in using the Domain Name, you have not violated any Intellectual Property Rights of any person who may lawfully claim title to the Domain Name or to any word or name forming an essential part of the Domain Name.

3.2 Fees

The following fees will be charged by 247HIGHWAY:

- the annual Administrator Fee for the Domain Name;
- our Service fee for applying for, and where applicable, maintaining the registration of a Domain Name on your behalf; and
- all reasonable expenses or charges relating to the registration, transfer, or renewal of the Domain Name.

3.3 Changes to Domain Name and Domain Name Information

It is not possible for 247HIGHWAY to amend the actual Domain Name itself. If there has been an error in the spelling of a Domain Name it will need to be cancelled and a new registration created. Unless you request the change within the seven day grace period, you will be required to pay a fee to the Registrar.

The Customer (as the "Registrant") or its agent can change Registrant information (for example the Registrant's name, email address, telephone number and physical address).

3.4 Disputes

Various alternate dispute resolution mechanisms apply for Domain Names registered globally and includes:

- the Uniform Dispute Resolution Policy adopted by ICANN for certain gTLDs;
 - the Alternate Dispute Resolution Regulations in terms of the Electronic Communications and Transactions Act, 2002, applicable in South Africa; and
 - similar proceedings in other ccTLDs.
- Disputes between you and any third party about registration or use of any Domain Name registration may be brought under any available alternate dispute resolution mechanisms, court, or arbitration tribunal.
- We will not participate in any way in a dispute between you and a third party. If you involve us in any dispute, you indemnify us against any loss or damage that we may suffer or expense that we may incur (including legal costs we incur on the attorney and own client scale and you will be liable to pay our attorney's fees).
- Note that the Domain Name will be "frozen" until a hearing or adjudication on the matter has been finalised. Locked Domain Names, although not removed from the zone file, will not be able to be updated, cancelled, re-instated or released until they are unlocked.

3.5 Domain Name Transfers to another Registrar

You are able to transfer your Domain Name to another Registrar at any time other than during the grace period. In such a case no refund is given.

If you want to do so, a specific process has to be followed. This process has been laid down by the Administrator in the Administrator Policies.

3.6 Domain Name Renewals

We will give you a renewal reminder by email prior to the renewal date of your Domain Name.

If you do not want to renew the Domain Name, you must provide written notice via email or customer portal to 247Highway. This notice must be given at least 33 Business Days prior to the domain name renewal date.

If you do not give the required notice, we will automatically renew the Domain Name and a renewal fee will be added to your next invoice - or included as part of the current agreement that is in force, whichever is applicable.

3.7 Payment Default of the Domain Services

If you fail to pay us any cost or charge relating to the registration, renewal, update, change, or administration of any Domain Name, we may:

- exercise a lien (right to withhold) over the Domain Name until the relevant cost or charge has been paid;
- obtain or allow the suspension, termination, or deletion of the Domain Name; or
- transfer the Domain Name to another Registrant.

3.8 Termination of the Domain Services

If the Domain Service is terminated for any reason, we may, without incurring any liability, notify the relevant Registrar or Registry of the termination and instruct the Registrar or Registry to remove us or any of our systems as the host of the Domain Name even if no replacement is available.

If any of the Administrators, Registrars or Registries amend, suspend or terminate its provision of a Domain Service or any other aspect of its services upon which we depend for the provision of the Domain Service to you, we will try to ensure the continuance of the Domain Service. If we are unable to ensure the continuance under any circumstances, we will not be liable to you or any other third party for any loss or damages (as contemplated in our Hosting Terms) you or any third party may suffer arising from, or in any way relating to, the termination of the Domain Services.

4. Secure Sockets Layer (SSL) Certificate

4.1 Secure Sockets Layer (SSL) Certificate(s) is/are a third party application software that allows secure encrypted software communication between a web server and a browser vice versa.

4.2 247HIGHWAY has the authority to resell SSL Certificate(s) as per the price, terms and conditions on its website which is subject to variation and/or change from time to time. The terms and conditions of the third party supplier of the SSL Certificate(s) will be applicable to the Customer.

4.3 If any third party supplier of SSL Certificate(s) suspends, terminates, or in any way interrupts the continued operation of such SSL Certificate(s), 247HIGHWAY will try to ensure the continuance of such third party application. If we are unable to ensure the continuance under any circumstances whatsoever, we will not be liable to you or any other third party for any loss or damages to you or any third party may suffer arising from, or in any way relating to, the suspension, termination and/or interruption thereof.

5. Fair Use Policy

5.1 In order to provide all Customers with proportionate and fair access to the network resources, 247HIGHWAY operates a fair use policy.

5.2 During high levels of usage, 247HIGHWAY's fair use policy will restrict the available connection speed of Customers identified as having made a disproportionate use of network resources.

5.3 247HIGHWAY will monitor each Customer's total download and upload volume throughout each month to identify those Customers with a disproportionate usage profile. Customer usage will be calculated on a monthly basis, as a result, 247Highway will reset the monitored volume to zero at the commencement of each month.

5.4 247HIGHWAY's fair use policy restricts only the speed of access, it does not limit the time connected to the internet through broadband or reduce the overall download and/or upload volume of any Customer or user.

5.5 247HIGHWAY will not be liable to you or any other third party for any loss or damages to you or any third party may suffer arising from, or in any way relating to, the restriction of access of speed as a consequence of operating its fair use policy.