



Please read the following Website Legal Notice carefully as it contains the Terms and Conditions of Usage of the MyBroadband Website, Web pages or any part thereof (located at <http://mybroadband.co.za>) (the “Website”) owned by MyADSL Broadband News CC as well as other important legal notices applicable to the end user accessing the Website (“User”) or (“You”). You will be subject to the Website Legal Notice in force at the time that you use the Website. For the avoidance of doubt, the Website Legal Notice available on the Website at the time of each of Your Website usage sessions shall govern the relevant session.

Enquiries: support@mybroadband.co.za

MYBROADBAND WEBSITE LEGAL NOTICE

MYADSL BROADBAND NEWS CC
(MYBROADBAND)

1. **Website Terms and Conditions of Usage**
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1. WEBSITE TERMS AND CONDITIONS OF USAGE

The User's (Your) registration on and/or usage of the online information services contained on the Website constitutes Your acceptance of the Terms and Conditions of Usage contained below and Your arising obligations towards MyBroadband. This agreement was last revised on 01 March 2012. You are advised to regularly check these Terms and Conditions for any amendments or updates.

Enquiries regarding the Website: support@mybroadband.co.za

- 1.1. **Enforceability:** These Terms and Conditions shall apply to the fullest extent permissible by law. If any provision of these Terms is unlawful, void or unenforceable, that provision shall be deemed severable from these Terms and Conditions and shall not affect the validity and enforceability of the remaining provisions.

- 1.2. **Usage:** Unless otherwise specified, the Website is intended for your personal use only. You may not authorise others to use the Website, and you are responsible for all use of the website by you and by those you allow to use, or provide access to, the Website. The Website is not intended for persons under the age of 18, and MyBroadband does not knowingly collect personally identifiable information from users under the age of 18.

- 1.3. **LIMITED LIABILITY OF MYBROADBAND:** THE USER UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT USAGE OF THE WEBSITE AND RELIANCE ON THE WEBSITE CONTENT IS AT THE DISCRETION AND RISK OF THE USER. MYBROADBAND, IN ITS DISCRETION, RESERVES THE RIGHT AT ANY TIME TO CHANGE OR DISCONTINUE ANY ASPECT OR FEATURE OF THE WEBSITE, INCLUDING, BUT NOT LIMITED TO: CONTENT, HOURS OF AVAILABILITY AND EQUIPMENT NEEDED FOR ACCESS OR USE OF THE WEBSITE. MYBROADBAND SHALL ATTEMPT TO MAINTAIN THE AVAILABILITY AND ACCESSIBILITY OF THE WEBSITE; HOWEVER, MYBROADBAND TAKES NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE FOR THE WEBSITE BEING TEMPORARILY UNAVAILABLE OR INACCESSIBLE FOR REASONS BEYOND THE CONTROL OF MYBROADBAND.

- 1.4. **No Warranty:** The Website has not been tailored to any specific individual User's requirements and is provided to the public as a whole; based thereon the information contained on the Website is provided by MyBroadband and/or its partners, affiliates, members, suppliers or agents without warranty of any kind, expressed or implied, including (but not limited to) any implied warranties of reliability, fitness for any particular purpose, timeliness, sequence, completeness, non-infringement of third party rights and/or freedom from errors or inaccuracies. MyBroadband makes all reasonable efforts to ensure that all material and information on this Website is correct but cannot represent or guarantee the accuracy thereof. As such, MyBroadband makes no warranties or representations as to the accuracy of the content, information, and materials contained in this Website which are provided to you, as is and as available.
- 1.5. **Indemnification of MyBroadband:** Subject to clause 1.1 above, You agreed to defend, indemnify and hold MyBroadband, its officers, directors, members, employees, agents, licensors, and suppliers harmless from and against any claims, damages, actions, losses and liabilities including without limitation: loss of profits, direct, indirect, incidental, special, consequential or punitive damages and any reasonable legal and/or accounting fees, resulting from, (i) the access to, use of, or browsing of this Website, (ii) downloading of any materials, data, text, images, video or audio from this Website, and/or (iii) viruses, bugs, software/program malfunctions, errors, failures, delays in computer transmissions or network connections.
- 1.6. **Unauthorised Use of the Website:** The User is permitted to use the Website for lawful purposes only. Unauthorised use of the Website includes posting or transmission of data which violates or infringes in any way this Legal Notice or the rights of MyBroadband or third parties, uses which are unlawful, defamatory or otherwise objectionable or offensive in the discretion of MyBroadband or which constitutes advertising of goods or services in the absence of written approval from MyBroadband. Unauthorised use of this Website may give rise to MyBroadband instituting a claim for damages against You and/or You may be found guilty of a statutory and/or criminal offence and/or be liable for civil damages.

1.6.1. The caching of the Website shall only be allowed if:

1.6.1.1. The purpose of the caching is to make the onward transmission of the content from the Website more efficient;

1.6.1.2. The cached content is not modified in any manner whatsoever;

1.6.1.3. The cached content is updated at least every 12 (twelve) hours; and

1.6.1.4. The cached content is removed or updated when so required by MyBroadband.

1.7. **Third Party Website Links:** MyBroadband may include or provide links to third party websites on the Internet. Such websites may provide opinions, recommendations, or other information from various individuals, sponsors, organisations or companies. In providing such links, MyBroadband does not investigate the content of such information nor endorse, guarantee, warrant, or recommend the accuracy and/or legality of such information, alternatively subscribe to any such opinions or recommendations.

1.8. **MyBroadband's Website Links:** The Website may also contain links to other websites which are owned and run by MyBroadband and contains, for instance, further information on the offering of goods and services MyBroadband. These links are provided for Your convenience and for the purpose of providing additional information. Your use of the linked MyBroadband website is governed by the usage terms applicable to that specific website and is not governed by the Terms and Conditions of this Website.

1.9. **Use of MyBroadband's Forum:** Users may participate in discussions and post announcement to a discussion forum and blog available on the Website. Users agree that content provided by them on the Forum remains the sole responsibility of the User from which such content originated. MyBroadband does not control, monitor nor enforce editorial control over any content posted on the services it provides. MyBroadband does, however, retain the right but not the obligation to remove any material from the Forum or Blog which it deems inappropriate, is illegal, of an infringing nature, or is the subject of a complaint.

- 1.9.1. Users hereby license MyBroadband to publish, use, sub-license, distribute, amend, update and store material posted to the Forum and Blog;
- 1.9.2. MyBroadband shall not be liable for any damage, loss, liability and/or harm incurred by any person if such harm resulted from a User's posting to the Forum and Blog;
- 1.9.3. Users waive all moral rights that may attach to material posted to the Forum and Blog.

1.10. Job and Career Services: MyBroadband provides a free service whereby registered employers and/or recruitment agencies may, on registration, advertise available positions, careers, vacancies and jobs.

- 1.10.1. Users interested in positions, careers or jobs advertised on the Website shall initially contact the Advertiser through the messaging service provided for on the Website. Further correspondence may be conducted between the User and Advertiser through other services.
- 1.10.2. My Broadband is not responsible for the accuracy or suitability of such advertisements. MyBroadband reserves the right to amend and/or remove advertisements in its sole and absolute discretion.
- 1.10.3. By posting advertisements to the service, the Advertiser licenses MyBroadband to reproduce and publish the advertisement on the Website.

1.11. Applicable Law, Jurisdiction and Arbitration:

- 1.11.1. The Website is hosted, controlled and operated from the Republic of South Africa and therefore this Agreement shall be governed by and be interpreted in accordance with the laws of the Republic of South Africa.
- 1.11.2. In the event of any legal dispute or action being brought in connection with this Agreement, it is agreed that the venue of such action shall be Johannesburg, South Africa and each party hereby consents to the jurisdiction of the courts thereof.

1.11.3. Without any restriction on Your rights to pursue legal recourse in the forum of Your choice, You agree that any dispute regarding this Agreement that cannot be resolved amicably, shall, with Your consent, first be referred to confidential arbitration in terms of the rules of the Arbitration Foundation of South Africa prior to proceeding to Court and such arbitration shall be conducted in English in Johannesburg.

1.12. Website Intellectual Property: This Website constitutes software and content (such as: images, text, animation, photos, video, graphics, music, sound and voice) that is the intellectual property of MyBroadband and/or various third parties and subject to the intellectual property laws of South Africa. Further and to the extent that MyBroadband does not own specific content, or such content falls within the public domain, MyBroadband may hold copyright in the selection, coordination, arrangement and enhancement of such information on the Website. No rights and/or licence to MyBroadband's intellectual property or the intellectual property of third parties have been granted to You, unless otherwise indicated. The software and content may not be used in violation of the intellectual property rights of MyBroadband and/or such third parties as applicable. Without limitation on the prohibitions placed on the User, the User expressly agrees not to:

- 1.12.1. commercially exploit, reproduce, distribute, transmit, display, publish or broadcast any Website content without the prior written approval of MyBroadband or in the case of third party content, the owner of that content;
- 1.12.2. claim or convey ownership of Website content either in its entirety or otherwise;
- 1.12.3. modify the Website content for the purposes of reposting to other websites;
- 1.12.4. alter or remove any trademark, copyright or other notice from the Website content;
- 1.12.5. copy or otherwise incorporate Website content into or store in any other website, electronic retrieval system, publication or other work in any form; and/or
- 1.12.6. frame the Website or any part of the Website.

- 1.13. Unsolicited Commercial Communications:** You agree not to collect or use any Personal Information listed on the Website, pertaining to Website: Users, contributors, members, clients and/or executives or advisors of MyBroadband for the purposes of transmitting and/or in any manner facilitating the transmission of unsolicited commercial communications.
- 1.14. Software and Equipment:** It is the responsibility of the User to acquire and maintain, at his/her own expense, the necessary computer hardware, software, communication lines and Internet access accounts required to access the Internet and the Website and/or download content from the Website.
- 1.15. Subscription to MyBroadband:** As an *ordinary* User of the Website (i.e. not a Subscriber) you have *read only* access to the public content areas of this Website. You will have to subscribe to MyBroadband to receive the Daily Tech and JobSeeker Newsletters and further content including, but not limited to, marketing and promotional material. Subscription to MyBroadband is free and on a voluntary basis and by subscribing You authorise MyBroadband to process Your personal information specifically, but not limited to, Your email address. Your consent is effective immediately and shall endure until You revoke Your consent.
- 1.16. Subscription to MyBroadband Forum:** Users may take part in discussion and post announcements to a discussion form and blog, available on the Website. To participate in the MyBroadband ADSL Internet Computers Software Forum (the “Forum”) You will have to register via the Register tab on the MyBroadband homepage. You will be required to agree to and abide by the Forum rules in order to register. For Your convenience all MyBroadband communications shall contain an *unsubscribe* link, by following the *unsubscribe* process You are deemed to be revoking Your consent. Should Your contact details change, it is Your obligation to update Your details with MyBroadband via the Your Account tab on the Join Us/Newsletters page. All enquiries relating to subscription records may be directed to support@mybroadband.co.za. Your subscription will also be subject to the MyBroadband Privacy Policy.

1.17. Usage of the MyBroadband Forum: My Broadband does not necessarily endorse, encourage or agree with comments, opinions, or statements posted on forums, blogs or otherwise contained in the Website. Any information or material placed online, including advice and opinions, are the views and responsibility of those who post the statements and do not necessarily represent the views of MyBroadband.

2. MyBROADBAND INFORMATION AND WEBSITE COMPLIANCE

The following table contains further information on MyBroadband and represents the information that must be provided by MyBroadband to You in compliance with Section 43 of the South African Electronic Communications and Transactions Act. This section of the Website Legal Notice was last revised on 01 March 2012. You are advised to regularly check this section of the Website Legal Notice for any amendments or updates.

Enquiries: support@mybroadband.co.za

The full name of MyBroadband:	MyADSL Broadband News CC, duly incorporated and registered in terms of the Close Corporations Act (69 of 1984) of South Africa.
MyBroadband's physical address and telephone number:	Office F01 7 Ashford Street Midstream Midrand 1692 +27 (0) 12 687 5159
MyBroadband's Website address and e-mail contact address:	http://www.mybroadband.co.za/ support@mybroadband.co.za
Membership of any self-regulatory or accreditation bodies to which MyBroadband belongs or subscribes:	Digital Media and Marketing Association
Code of Conduct to which MyBroadband subscribes and how that code of Conduct may be accessed electronically:	www.dmma.co.za

The registration number of MyBroadband:	2005/137253/23
The place of registration:	South Africa
The names of MyBroadband's Members:	Rudolph Muller
The physical address where MyBroadband will receive legal service of documents:	Office F01 7 Ashford Street Midstream Midrand 1692
Alternative Dispute Resolution Code:	Without any restriction on Your rights to pursue legal recourse in the forum of Your choice as per clause 1.9 of the Website Terms and Conditions of Usage, You agree that in the event of a dispute or alleged breach of the terms hereof You will work together with MyBroadband in good faith to resolve the matter internally by escalating it to higher levels of management prior to resorting to arbitration alternatively the legal forum of your choice.

3. MYBROADBAND TERMS OF SERVICE – ELECTRONIC TRANSACTIONS

The following section contains the terms and conditions applicable to electronic transactions. You will be subject to the Terms in force at the time that You register and/or engage in an electronic transaction. You are advised to download and store these Terms as well as all other documents in force at the time You engage in an electronic transaction. These Terms were last revised on 01 March 2012. You are advised to regularly check this section of the Website Legal Notice for any amendments or updates.

Enquiries: support@mybroadband.co.za

3.1. Sign Up/Registration:

3.1.1. MyBroadband enables you to sign up online to receive MyBroadband's services. By signing up: You understand that You are entering into an electronic transaction; You warrant that You have the legal capacity to enter into such transaction and You consent to the terms set out herein.

3.1.2. You warrant that all the Personal Information provided by You during the Sign up process is true, correct and accurate. You undertake to provide MyBroadband with written notification, to support@mybroadband.co.za, should any of Your Personal Information, required during the sign up process, change.

3.1.3. You may modify Your account by updating the Your Account tab on the Newsletter Subscription page. MyBroadband will send a link to your email address to modify Your account. It is Your responsibility to apply for the required modification to Your Account and to check Your email and activate the link to modify Your details.

3.2. **Signing up to Newsletters:** Upon signing up to the Daily Tech and JobSeekers Newsletters, MyBroadband will set up an Account for You and You will be granted secure access to the MyBroadband website. Your email address will be Your Username and You will have to choose a Password for Your Account, which information You undertake to keep confidential.

3.3. Signing up to the Forum: Upon signing up to the Forum You will be required to create a Username by which you would like to log-in and be known on the Website. You will also be required to create a Password for Your Account. YOU UNDERSTAND AND ACCEPT THAT YOU WILL BE HELD RESPONSIBLE AND/OR LIABLE FOR ALL THE ACTIVITIES THAT OCCUR UNDER YOUR ACCOUNT. If Your Account confidentiality has been compromised, it is Your responsibility to contact MyBroadband immediately, by email to support@mybroadband.co.za, and MyBroadband will assist with the resetting of Your Username and Password.

3.4. Classifieds:

3.4.1. MyBroadband offers a Classifieds section that allows MyBroadband members with a minimum membership of three months to advertise goods for sale. This is a free service and all commercial and non-commercial transactions that result from this service are strictly between User and Seller. My Broadband undertakes to take all reasonable steps to ensure that the MyBroadband Website accurately displays the correct pricing and surcharges payable for goods displayed on the Classifieds advertisements page; as well as the contact details of the Seller, the availability and specifications of goods offered for sale. Only Registered Users of the Website will be allowed access to Sellers' details.

3.4.2. Notwithstanding 3.4.1. above, (i) discrepancies in pricing published and invoiced may arise from, without limitation, changes in suppliers' pricing, fluctuating exchange rates; and (ii) discrepancies in goods descriptions and availability may arise from, without limitation, supplier's goods availability.

3.4.3. MyBroadband does not retain or store any credit card information.

3.4.4. LIMITATION OF LIABILITY: YOU AGREE TO INDEMNIFY MYBROADBAND AGAINST ANY AND/OR ALL CLAIMS, DAMAGES, ACTIONS AND LIABILITIES INCLUDING WITHOUT LIMITATION, YOUR LOSS OF PROFITS, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THE TRANSACTIONS ON THE WEBSITE.

4. MYBROADBAND WEBSITE PRIVACY POLICY

The following provisions contain important information on MyBroadband's Privacy Policy and include the various consents and permissions provided by You to MyBroadband in respect of use of Your Personal Information. This section of the Website Legal Notice was last revised on 01 March 2012. You are advised to regularly check this section of the Website Legal Notice for any amendments or updates as continued use of the Website constitutes Users' acceptance of the Policy as amended.

Enquiries: support@mybroadband.co.za

4.1. Privacy and Personal Information: MyBroadband endeavours to comply with all laws and regulations providing for privacy including, but not limited to, the 1996 South African Constitution and the Electronic Communications and Transactions Act 25 of 2002. For the purpose of this Privacy Policy, Personal Information will be understood in accordance with the definition thereof in terms of the Promotion of Access to Information Act 2 of 2000. MyBroadband seeks to ensure the quality, accuracy and confidentiality of Personal Information in its possession. In addition thereto MyBroadband seeks to ensure that all Personal Information is processed in compliance with South African law.

4.2. Information Collection and Use: MyBroadband and/or its authorised technology agents collect certain Personal Information from You in connection with Your use of the Website and/or the goods and services provided to You by MyBroadband. This information is used to: make Your visit to the Website and/or Your use of the goods and/or services more efficient; provide You with the requested goods and/or services; enable efficient use of the Website; process transactions concluded by You; process electronic communications and transactions; to administer a competition, promotion or survey or similar interactive activity; or to provide You with newsletters or other periodic emails and/or promotional materials.

4.2.1.1. Website Usage: Personal Information is automatically collected in relation to Your visit to the Website; such information includes but is not limited to: Your browser type and version, as well as Your operating system. In addition thereto, the Website does use different types of cookies. Cookies are small files that are placed on a User's hard drive in order to keep a record of a User's interaction with the Website. The following type of cookies will be used: cookies which provide web analytics services, flash cookies and other types of cookies. The MyBroadband hosting agents and/or service providers may automatically log Your "IP address" which is a unique identifier for Your computer and/or other access device. The Information collected is for aggregate purposes only and cannot be used to identify You personally.

4.2.1.2. Subscription to Mailing List or Other Publications: In the event that You subscribe to the MyBroadband Newsletter or Forums and to receive further information, such as marketing and promotional material, from MyBroadband, Your Personal Information will be processed by MyBroadband. This information shall include, but is not limited to, Your email address. MyBroadband will use Your Personal Information to track whether You have read the material supplied to You by MyBroadband and/or whether You have clicked on any of the links so provided. All MyBroadband communications shall contain an *unsubscribe* link and by following the *unsubscribe* process You shall be removed from the relevant mailing list and MyBroadband shall no longer send You the subscription content or contact You.

4.2.1.3. Account Sign Up for Goods/Services: MyBroadband shall retain Your Personal Information submitted for the provision of MyBroadband's services to You, as requested. This Information shall include, but is not limited to, Your: name, email address, telephone number, company name, Physical Address, VAT Number, and financial details. In addition thereto, for the term of your Account with MyBroadband, You shall also be subscribed to receive relevant MyBroadband electronic communications.

4.3. Consent to process personal information:

4.3.1. By providing MyBroadband with Your Personal Information for the provision of

MyBroadband's services as well as for marketing and promotional purposes, You expressly consent to having Your Personal Information processed in accordance with this Privacy Policy, the Website Terms and Conditions of Usage and the Electronic Transactions Terms of Service, as the aforementioned documents so apply to You. Processing shall include, without limitation, the collection, receipt, recording, organisation, storage updating or modification, retrieval, alteration, consultation, use, dissemination by means of transmission, distribution or making available in any other form, merging, linking, blocking, degradation, erasure, or destruction of information.

4.3.2. You expressly consent to MyBroadband retaining Your Personal Information once your relationship with MyBroadband has been terminated for: aggregate, statistical and reporting purposes. In the event that You wish to revoke all consent pertaining to Your Personal Information and You would like MyBroadband to remove and/or delete Your Personal Information entirely, You must notify MyBroadband via email at

support@mybroadband.co.za

4.3.3. From time to time, MyBroadband may appoint certain agents, third parties and/or service providers which operate outside the borders of the Republic of South Africa, alternatively the country in which You reside and/or operate from. In these circumstances MyBroadband will be required to transmit Your Personal Information outside South Africa, alternatively outside the country in which You reside and/or operate from. The purpose of the trans-border flow of Your Personal Information may include, but is not limited to: data hosting and storage. You expressly consent to the trans-border flow of Your Personal Information.

4.4. Handling of Your Personal information:

4.4.1. You have the right to correct Your Personal Information as well as to revoke Your consent to the processing of Your Personal Information by MyBroadband. You do however understand that MyBroadband requires Your Personal Information to render the MyBroadband services and should You decide to revoke Your consent MyBroadband may not be able to provide You with such services.

4.4.2. In terms of the Promotion of Access to Information Act 2 of 2000 (PAIA), You have the right to request access to any relevant personal data held by MyBroadband as the Website owner, and where such access is necessary for the exercise and/or protection of any of Your rights.

4.4.3. Detailed information on PAIA and the procedure to request access to personal information is available from the website of the Human Rights Commission at www.hrc.org.za.

4.4.4. MyBroadband will take all reasonable measures in order to ensure Your Personal Information is appropriately safeguarded; these precautions include, but are not limited to: the use of a sufficiently secure server and providing suitably secure payment mechanisms.

4.4.5. MyBroadband will not sell, exchange or transfer Your Personal Information to any third party not required in the provision of MyBroadband's services unless You have consented thereto.

4.5. Disclosure of Personal Information:

4.5.1. Records relating to the provision of MyBroadband's services by MyBroadband to You and the Personal Information submitted by You may be required to be retained in terms of legislated records retention requirements, MyBroadband's operational purposes and/or for production as evidence by MyBroadband in legal proceedings.

4.5.2. MyBroadband may disclose Your Personal Information under the following circumstances:

- 4.5.2.1. to comply with the law or with legal process;
- 4.5.2.2. to protect and defend MyBroadband's rights, equipment, facilities, and other property;
- 4.5.2.3. to protect MyBroadband against misuse or unauthorised use of the Website and/or goods and/or services; and/ or
- 4.5.2.4. to protect other customers or Website Users or third parties affected negatively by Your actions in use of the goods, services and/or the Website.

4.6. **Links to other Web sites:** MyBroadband accepts no responsibility for the privacy practices of any third party sites that are linked to the MyBroadband Website and we suggest a review of the privacy policy of any site visited.

5. MYBROADBAND PRIVACY POLICY QUERIES:

Name: Rudolph Muller

Designation: Manager

Email: support@mybroadband.co.za

Tel: 012 687 5159

Fax:

6. MYBROADBAND WEBSITE TECHNICAL CONTACTS

Name: Rudolph Muller

Designation: Manager

Email: support@mybroadband.co.za

Tel: 012 687 5159

7. MYBROADBAND ENQUIRIES CONTACTS

Name: Rudolph Muller

Designation: Manager

Email: support@mybroadband.co.za

Tel: 012 687 5159

8. MYBROADBAND COMPLAINTS CONTACTS

Name: Rudolph Muller

Designation: Manager

Email: support@mybroadband.co.za

Tel: 012 687 5159