

Terms and conditions of use of the Brightwave Website

1. Introduction

Brightwave Technologies Proprietary Limited (hereinafter "Brightwave") offers a variety of broadband services to registered users (hereinafter "the Service") over its network.

2. Acceptance

By continuing to use this Website you agree to the follow and be bound by the terms and conditions of use of the Website and as amended or varied from time to time.

3. Use of the Website

You may only use the Website and the contents of the pages thereof for general information. The Information contained on the Website is subject to change at any time without notice to you.

Unauthorised use of this website may give to a claim for damages and/or be a criminal offence.

Your use of any information or materials on this website is entirely at your own risk, for which Brightwave shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.

4. Availability of Website

Whilst every effort has been made by Brightwave to ensure the accuracy and availability of the Website, Brightwave, its directors, representatives, agents and or employees, do not, to the full extent permitted by law, guarantee the availability or accuracy of the Website, content and/or information offered on the Website.

From time to time this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).

We do not monitor or review the content of other party's websites which are linked to from this website. Opinions expressed or material appearing on such websites are not necessarily shared or endorsed by us and Brightwave should not be regarded as the publisher of such opinions or material. Please be aware that we are not responsible for the privacy practices, or content, of these sites. We encourage our users to read the privacy statements of these sites. You should evaluate the security and trustworthiness of any other site connected to this site or accessed through this site, before disclosing any personal information. This Company will not accept any responsibility for any loss or damage in whatever manner, howsoever caused, resulting from your disclosure to third parties of personal information.

5. Indemnity

To the full extent permitted by law, you indemnify and hold Brightwave harmless against all and any loss, liability, actions, suits, proceedings, costs, demands and damages which arises directly or indirectly out of a breach of the provisions of these terms and conditions by you or arising out of or in connection with the unavailability of the Website, or any inaccuracy contained in the information on the Website, (including direct, indirect, special or consequential damages), and whether in an action based on contract, negligence or any other action, or the use of the Website, other than in respect of losses caused by Brightwave's gross negligence or wilful misconduct.

6. Privacy Policy

6.1 Brightwave is committed to respecting the privacy of your personal data and to complying with applicable legislation that governs the authentication, protection and disclosure of personal information.

6.2 Please see the Privacy Policy for a full breakdown of Brightwave's Privacy Policy

6.3 For the purpose of communication, administration and reporting Brightwave may collect and/or use personal information, for example: your name, address, telephone number, e-mail, current and /or geographical location. This will enable Brightwave to:

- i. Respond to queries or requests submitted by you;
- ii. Resolve problems relating to the Website; and/or
- iii. Create products or services that may meet your future requirements.

6.4 Brightwave will use, collect, store, process, transmit or otherwise handle private/personal information only with your knowledge and consent or as permitted and required by law.

6.5 Brightwave shall not be responsible for the privacy policies and practices of sites you may access using the Website. Brightwave therefore assumes no responsibility or liability of any nature whatsoever for the interception or loss of personal information beyond our control.

7. Intellectual Property Rights

You acknowledge that Brightwave owns or is the licensor of the intellectual property rights in and to the Website, and that the unauthorised use thereof is expressly prohibited.

8. General

- i. These terms and conditions will be governed by and construed in accordance with the laws of South Africa, and you shall submit to the jurisdiction of the South African Courts.

- ii. These terms and conditions are severable, in that if any provision is determined to be illegal or unenforceable by any court of competent jurisdiction, then such provision shall be deemed to have been deleted without affecting the remaining provisions of the terms and conditions.
- iii. Our failure to exercise any particular rights or provision of these terms and conditions shall not constitute a waiver of such right or provision, unless acknowledged and agreed to by us in writing.
- iv. These terms and conditions, as varied by us from time to time constitute the sole agreement between you and Brightwave.

9. Notification of Changes

The Company reserves the right to change these conditions from time to time as it sees fit and your continued use of the site will signify your acceptance of any adjustment to these terms. If there are any changes to our privacy policy, we will announce that these changes have been made on our home page and on other key pages on our site. If there are any changes in how we use our site customers' Personally Identifiable Information, notification by e-mail will be made to those affected by this change. Any changes to our privacy policy will be posted on our web site 30 days prior to these changes taking place. You are therefore advised to re-read this statement on a regular basis.

10. Definitions and Interpretation

"Brightwave" means Brightwave Technologies Proprietary Limited, registration number 2011/139225/07, its sub-contractors and professional advisors and including but not limited to their respective shareholders, directors, officers, partners, principals, employees or agents.

"Personal Information" shall bear the same meaning as detailed in the Protection of Personal Information Act 4 of 2013.