9. **DISCLAIMER FOR LIABILITY**

9.1 The Client shall have no claim against GREY MATTER NETWORKS and the Client herby indemnifies and holds GREY MATTER NETWORKS free from liability in respect of any loss, damage or cost caused by or arising from:

9.1.1 any fact or circumstances beyond the reasonable control of GREY MATTER NETWORKS;

9.1.2 any downtime, outage, interruption in or unavailability of any of the Services or the GREY MATTER NETWORKS network infrastructure as a result of or attributable to any of the following causes:

a. software or hardware service, repair, maintenance, upgrades modification, alterations, replacement or relocation of premises;

b. the non-performance or unavailability, of whatever nature and howsoever arising, of any of the services provided by Telkom (including, but not limited to line failure) or in any international service or remote mail server;

c. the non-performance or unavailability, of whatever nature and howsoever arising, of any external communications network to which the Client's server or the GREY MATTER NETWORKS network is connected;

d. the service, repair, maintenance, upgrades, modification, alterations or replacement of any hardware forming part of the Client's Service or any faults or defects of whatever nature in such hardware;

9.1.3 any infringement of the Client's rights of privacy and/or any other rights (including those of any other person or entity), arising from the Services provided in terms of this Agreement;

9.1.4 any breach of security by any third party or any breach of confidentiality by a third party or otherwise arising from any access howsoever obtained by a third party to the Client's information, data or content;

9.1.5 the damage, contamination or corruption of any kind of the Client's data, material, information and/or content howsoever occasioned;

9.1.6 any service, repair, maintenance, upgrade, modification, alteration, replacement or work of any nature done on the Clients hardware, software or system;

9.1.7 without limiting the forgoing, any fact, cause or circumstances whatsoever and howsoever arising if GREY MATTER NETWORKS has substantially performed its obligation under this Agreement.

9.2 Notwithstanding anything to the contrary contained in this Agreement or in any addendum or annexure to this Agreement, the Client shall have no claim against GREY MATTER NETWORKS and the Client herby indemnifies and holds GREY MATTER NETWORKS free from liability in respect of any loss, damage or cost which is indirect, consequential, incidental or accidental in nature.

10. **USE LIMITATIONS**

10.1 The Client shall:

10.1.1 acquire and maintain its own equipment to access and use the Services and ensure that its equipment is equipped and updated regularly with current industry-standard virus-scanning software;

10.1.2 ensure that its use of and access to the Services will at all times be in accordance with all applicable laws and regulations to such use and access;

10.1.3 to ensure that its private login names, passwords and other confidential information remains confidential.

10.2 The Client hereby agrees that it is solely responsible for all access to and use of all Services accessed through the Client's personal login and password. The Client hereby agrees that it will be liable for all access to and use of the Services accessed through the Customer's personal login and password.

10.3 The Client indemnifies and holds GREY MATTER NETWORKS free from liability against any claims made against it by any third party/ies for infringement of that third party/ies's copyright, patent, or other proprietary rights by the Client or any other party having committed such infringement through or by means of the Client's access to the Services.

10.4 The Services are provided by GREY MATTER NETWORKS strictly subject to the condition that the Client hereby undertakes not to abuse or make fraudulent use of the Services, which abuse or fraud shall be construed to include without limitation:

10.4.1 the presence, use or accessing of any prohibited content;

10.4.2 any illegal or unlawful activity;

10.4.3 the collection, development or distribution of malicious code;

10.4.4 to commit or attempt to commit any service attack, hacking or cracking activities against any computer, network, or individual; worms, Trojans, or viruses;

10.4.5 the distribution or receiving of bulk mail or unsolicited mail from any e-mail address hosted or operated on by GREY MATTER NETWORKS including E-mail or UseNet spam which points to any domain hosted on any GREY MATTER NETWORKS Server;

10.4.6 the distribution of material which encourages or instigates hate speech, sexism, racism or violence;

10.4.7 the circumvention of copy-protection mechanisms;

10.4.8 the accessing of websites, data or databases to which the Client is not authorised or otherwise entitled to access;

10.4.9 assisting or allowing any third person to do any of the aforegoing; or

10.4.10 using the Services in such a manner as to unreasonably interfere with the use of or access to the services provided by GREY MATTER NETWORKS by any of its other customers or authorised person

10.5 GREY MATTER NETWORKS reserves the right to take any action it deems necessary at any time to preserve the security and reliable operation of the network.

10.6 Any breach of the use limitations may result in the immediate suspension of the Services without notice or refund. GREY MATTER NETWORKS will not be held liable for any material or content used by any Client in contravention of the use limitations and will hand over an offender's account details and personal records to the SAPS, FBI or Interpol for prosecution purposes if requested to in terms of the relevant legislation applicable at said time of incident and request.

11. MAINTENANCE AND REPAIR

GREY MATTER NETWORKS may temporarily suspend its obligations in terms of this Agreement in order to service, repair, maintain, upgrade, modify, alter, replace or improve any of GREY MATTER NETWORKS Services. Where circumstances permit, GREY MATTER NETWORKS shall use its best endeavours to provide prior notice of any of such suspension to the Client. The Client shall not be entitled to any set off, discount, refund or other credit in respect of any such suspension of the Service nor in respect of any suspension that is beyond GREY MATTER NETWORKS's control.

12. CESSION, DELEGATION OR ASSIGNMENT

12.1 The Client shall not cede, assign or delegate or in any manner whatever transfer (including but not limited to the sub-letting or the re-sale of the bandwidth, disk space, server capacity or web hosting) of any of its rights or obligations under this Agreement without the prior written consent of GREY MATTER NETWORKS. In the event of any changes in the controlling interest in the Client, the Client shall be entitled to cede or transfer this Agreement to the new controlling party. The Client shall notify GREY MATTER NETWORKS of any changes in its controlling interest within thirty days in writing of such change.

12.2 GREY MATTER NETWORKS shall be entitled to transfer, cede, assign or delegate all or any of its rights or obligations under this Agreement to an affiliate of GREY MATTER NETWORKS or to any third party.

13. **FORCE MAJEURE**

GREY MATTER NETWORKS shall not be liable for a failure to perform any of its obligations in terms of this Agreement due to:

13.1 Any impediment beyond its control, including that of our upstream providers or that it could not reasonably be expected to have taken into account at the time of the conclusion of this Agreement; and that it could not reasonably have avoided or overcome.

13.2 An impediment may without limitation, result from events such as war, whether declared or not, civil war, civil violence, riots and revolutions, acts of sabotage, natural disasters including destruction by lightning, explosions, fires, destruction of machines, of factories and of any kind of installations, boycotts, strikes and lock-outs of all kinds, go-slows, occupation of factories and premises and work stoppages, acts of authority, whether lawful or unlawful.