

A2Z COMMUNICATIONS

TERMS OF SERVICE

Effective Date: 7 August 2026

Last Updated: 7 August 2026

These Terms of Service ("Terms") govern access to and use of the A2Z Communications website, digital platforms, products and services.

A2Z Communications is a trading name of **A2Z Investment Group (Pty) Ltd**, a company incorporated in the Republic of South Africa ("A2Z Communications", "A2Z", "we", "us" or "our").

By accessing our website, submitting an enquiry, requesting a quotation, placing an order, creating an account, subscribing to a service, accepting a proposal or quotation, or otherwise using any of our products or services, you acknowledge that you have read, understood and agree to these Terms.

If you do not agree to these Terms, you should not use the website or order or use our Services.

These Terms should be read together with our **Privacy Policy**, **Cookies Policy**, any applicable quotation, proposal, order form, service-level agreement ("SLA"), acceptable use policy, fair use policy, product-specific terms and any third-party provider terms applicable to a Service.

1. ABOUT A2Z COMMUNICATIONS

A2Z Communications provides information and communications technology ("ICT") products and services to individuals, businesses, organisations, educational institutions, government entities and other customers.

Our Services may include, without limitation:

- Fibre internet connectivity;
- LTE, 5G and wireless broadband;
- Enterprise internet and network connectivity;
- SD-WAN and MPLS solutions;
- Voice over Internet Protocol ("VoIP");
- Cloud PBX and SIP trunking;
- Call centre and omnichannel communication solutions;
- Domain registration;
- Email hosting;
- Website hosting;
- Virtual private servers and dedicated servers;
- Cloud infrastructure and cloud services;

- Microsoft 365 and other software licensing;
- Google Workspace and related productivity solutions;
- Cybersecurity products and services;
- Managed IT services;
- IT support and helpdesk services;
- Network design, installation and maintenance;
- ICT hardware procurement;
- Routers, networking equipment, computers and related devices;
- Interactive displays and audiovisual technology;
- Managed print solutions;
- Custom software development;
- Website development;
- Software implementation and integration;
- Data storage, backup and recovery solutions; and
- Other technology-related products and professional services.

The availability, specifications and pricing of Services may vary according to location, network coverage, infrastructure availability, supplier availability and customer requirements.

2. APPLICATION OF THESE TERMS

These Terms apply to:

1. visitors to the A2Z Communications website;
2. customers purchasing or subscribing to our Services;
3. persons submitting enquiries, coverage checks or quotation requests;
4. persons using customer portals, support systems or other A2Z digital platforms;
5. authorised representatives of business customers; and
6. any other person using an A2Z Communications Service.

Where you use our Services on behalf of a company, organisation or other legal entity, you warrant that you are authorised to bind that entity to these Terms.

3. ORDER OF PRECEDENCE

Certain Services require additional or service-specific terms.

If there is a conflict between documents forming part of your agreement with A2Z Communications, the following order of precedence will ordinarily apply:

1. a written and signed customer-specific agreement;
2. an accepted quotation, proposal or order form;
3. a Service-Level Agreement or product-specific terms;

4. applicable third-party provider terms;
5. these Terms of Service; and
6. website information or general marketing material.

Mandatory provisions of applicable South African law will always take precedence where they cannot lawfully be excluded or varied.

4. ELIGIBILITY AND AUTHORITY

You may only contract for Services if you:

- are at least 18 years old;
- have legal capacity to enter into a binding agreement; or
- are duly authorised to act on behalf of the person or organisation acquiring the Service.

A2Z may request identity, company, address, credit, banking or other verification information before activating certain Services.

We may decline an application where reasonably necessary for fraud prevention, regulatory compliance, credit management, technical feasibility or other legitimate business reasons.

5. QUOTATIONS AND ORDERS

Unless otherwise stated, a quotation issued by A2Z Communications:

- remains valid for the period specified in the quotation;
- is subject to availability;
- may be affected by supplier, network operator or foreign exchange price changes;
- is subject to successful service feasibility or coverage checks where applicable; and
- does not constitute final acceptance of an order until accepted by A2Z.

An order becomes binding when A2Z accepts the order or begins provisioning the Service, subject to any rights available to a consumer under applicable law.

Any estimated installation, activation, delivery or completion date is an estimate unless A2Z expressly confirms it as a guaranteed contractual date.

6. SERVICE AVAILABILITY AND COVERAGE

Availability of connectivity and certain telecommunications Services depends on factors including:

- network operator infrastructure;
- fibre network operator coverage;
- LTE or 5G radio coverage;
- signal strength;
- line-of-sight;
- building infrastructure;
- municipal permissions;
- wayleaves;
- landlord or body corporate approvals;
- network capacity;
- equipment availability; and
- third-party provisioning processes.

A positive online coverage indication does not guarantee successful installation or activation.

Final serviceability may only be confirmed after the relevant network provider has completed its technical assessment.

7. THIRD-PARTY NETWORKS AND PROVIDERS

Certain A2Z Services rely on third-party infrastructure, platforms, network operators, fibre network operators, mobile network operators, cloud providers, software vendors, data centres, registries, payment processors and other suppliers.

Where applicable, your Service may therefore also be subject to the operational rules and acceptable use requirements of the relevant provider.

A2Z will use reasonable commercial efforts to manage third-party suppliers and escalate faults on behalf of customers, but we cannot guarantee that a third-party network or service will always operate without interruption.

Nothing in this clause limits any right or remedy that you may have under applicable law.

8. INTERNET SPEEDS AND PERFORMANCE

Internet speeds advertised or quoted may represent maximum or expected service speeds and may not always represent the speed experienced on every device.

Actual performance may be influenced by:

- Wi-Fi conditions;
- device capabilities;
- network congestion;
- distance from wireless equipment;
- environmental conditions;
- customer equipment;
- cabling;
- third-party networks;
- international bandwidth;
- internet routing;
- destination server performance; and
- factors outside A2Z's reasonable control.

Where a Service is supplied subject to a specific SLA, the performance standards contained in that SLA will apply.

Any network uptime commitment expressly sold as an SLA applies in accordance with the conditions, exclusions and measurement methodology specified in the relevant SLA or order documentation.

9. INSTALLATION AND CUSTOMER PREMISES

Where installation is required, the customer must provide reasonable access to the relevant premises.

The customer is responsible for obtaining any necessary authority from:

- a property owner;
- landlord;
- body corporate;
- homeowners' association;
- managing agent; or
- other person controlling the premises.

Installation may require drilling, cabling, mounting equipment or other reasonable physical works.

A2Z and its contractors will take reasonable care when carrying out installations. Customers must disclose any known concealed electrical wiring, pipes, structural issues or other hazards before installation work begins.

Additional installation work outside the standard installation scope may be quoted separately.

10. EQUIPMENT

Equipment supplied by A2Z may be:

- sold outright;
- rented;
- leased;
- supplied on a subscription basis;
- provided temporarily;
- bundled with a Service; or
- provided under a lease-to-own arrangement.

Ownership will depend on the applicable quotation or agreement.

Where equipment remains the property of A2Z or another provider, the customer must:

- take reasonable care of it;
- not sell, pledge, modify or dispose of it;
- use it only for its intended purpose; and
- return it when required upon termination.

Customers may be responsible for reasonable repair or replacement costs for equipment lost or damaged through misuse, negligence or unauthorised modification.

These provisions do not limit statutory warranties or consumer rights under applicable law.

11. CUSTOMER ACCOUNTS AND SECURITY

Where a customer account, portal or login is provided, you are responsible for:

- keeping passwords confidential;
- using strong and secure authentication credentials;
- restricting access to authorised users;
- maintaining current contact information;
- promptly reporting suspected unauthorised access; and
- ensuring that persons using your account comply with these Terms.

You must notify A2Z as soon as reasonably possible if you suspect that an account, password, VoIP extension, mailbox, SIM, device or system has been compromised.

You remain responsible for legitimate charges incurred through your account, subject to applicable law and any investigation of fraud or unauthorised use.

12. ACCEPTABLE USE

You must use A2Z Services lawfully and responsibly.

You may not use our Services to:

- commit or facilitate a criminal offence;
- unlawfully access another computer, network or account;
- distribute malware, ransomware, viruses or malicious code;
- conduct unauthorised vulnerability scanning or penetration testing;
- interfere with networks or systems;
- launch denial-of-service attacks;
- send unlawful spam or unsolicited bulk communications;
- engage in phishing, impersonation or identity theft;
- infringe copyright, trade marks or other intellectual property rights;
- distribute unlawful, fraudulent or malicious material;
- unlawfully collect or process personal information;
- circumvent security controls;
- compromise network integrity;
- resell a Service where resale is prohibited by the applicable product terms;
- consume network or infrastructure resources in a manner that materially disrupts other customers;
- or
- use a Service for any purpose prohibited by South African law.

A2Z may take reasonable technical or administrative steps to protect its systems, networks, customers and suppliers from abusive or unlawful activity.

Serious misuse may result in suspension or termination.

13. FAIR USE AND NETWORK MANAGEMENT

Certain uncapped, wireless, LTE, 5G, hosting, cloud, voice or other Services may be subject to a Fair Use Policy ("FUP"), acceptable use thresholds or reasonable network management practices.

Where applicable, the relevant limits or policies will be disclosed in the product description, quotation, order documentation or provider terms.

Network management may include measures reasonably necessary to:

- protect network stability;
- prevent abuse;
- address security threats;
- manage congestion; or
- ensure fair access to shared infrastructure.

A2Z will not represent a Service as “uncapped” or “unlimited” in a manner inconsistent with legally required disclosures and applicable product conditions.

14. DOMAINS, HOSTING AND CLOUD SERVICES

14.1 Domain Registration

Domain registrations are subject to availability and the rules of the applicable domain registry or registrar.

A domain application is not guaranteed until registration has been successfully completed.

Customers are responsible for ensuring that their requested domain name does not unlawfully infringe third-party rights.

Domain registration and renewal fees may be non-refundable once the relevant registry has processed the transaction, except where otherwise required by law.

14.2 Domain Renewals

Customers remain responsible for ensuring timely renewal of domains.

Where A2Z manages a domain, we will use reasonable efforts to issue renewal notifications, but customers should maintain accurate contact and billing information.

Failure to renew a domain may result in suspension, redemption fees or loss of the domain.

14.3 Hosting

Customers using hosting Services are responsible for their website content, applications and data.

Customers must maintain appropriate application security and software updates unless those functions form part of a managed service purchased from A2Z.

14.4 Backups

Where backups are included in a Service, their frequency, retention and restoration arrangements will be determined by the relevant package or SLA.

Unless specifically contracted as a managed backup service, customers should maintain independent backups of business-critical data.

14.5 Cloud Services

Cloud Services may be subject to the terms, technical limitations and acceptable use rules of underlying cloud providers.

15. VOIP, CLOUD PBX AND COMMUNICATION SERVICES

VoIP and cloud communication Services depend on internet connectivity, electrical power, customer equipment and third-party telecommunications infrastructure.

Call quality may be affected by latency, packet loss, bandwidth and network conditions.

Customers must ensure that VoIP Services are not used for:

- unlawful robocalling;
- fraudulent caller identification;
- scam communications;
- unlawful direct marketing;
- harassment; or
- other unlawful communications.

Charges for destinations, premium numbers, international calls or other usage may apply according to the applicable tariff.

Where call recording is enabled, customers are responsible for ensuring that their use of recording functionality complies with applicable privacy, interception, employment and other laws.

16. SOFTWARE AND THIRD-PARTY LICENCES

Software supplied by A2Z may be licensed by third-party vendors.

Use of such software may therefore be subject to the applicable vendor's:

- end-user licence agreement;
- subscription terms;
- privacy policy;
- acceptable use policy; and
- licensing rules.

Software licences may be billed monthly, annually or according to another subscription period.

Once a licence has been provisioned or committed to a customer, cancellation and refund rights may be limited by the applicable vendor terms, subject always to mandatory consumer rights.

The customer is responsible for ensuring that software is used only by properly licensed users and devices.

17. CUSTOM SOFTWARE AND WEBSITE DEVELOPMENT

Where A2Z develops software, websites, integrations or other customised technology, the applicable proposal or statement of work will specify:

- scope;
- deliverables;
- milestones;
- pricing;
- payment stages;
- customer responsibilities;
- testing and acceptance;
- intellectual property arrangements;
- support;
- hosting; and
- change-control procedures.

Work requested outside the agreed scope may be quoted separately.

Unless otherwise agreed in writing, third-party libraries, frameworks, templates, plugins, software and intellectual property remain subject to their respective licences.

18. MANAGED IT AND SUPPORT SERVICES

Managed IT, technical support and maintenance Services are provided according to the purchased support level.

Support response times are not necessarily resolution times.

Resolution may depend on:

- the nature of the fault;
- hardware availability;
- third-party providers;
- customer access;
- network operators;

- software vendors;
- cybersecurity investigations; or
- other technical dependencies.

SLA customers will receive the service levels described in the applicable SLA.

19. PRICING AND TAXES

Prices will be stated in the applicable quotation, order form, website listing or agreement.

Unless expressly stated otherwise, applicable taxes, including VAT where required, will be charged in accordance with South African law.

A2Z may revise recurring prices where reasonably necessary due to:

- supplier increases;
- network operator increases;
- software vendor increases;
- regulatory changes;
- exchange-rate changes affecting imported or internationally priced products;
- taxes or statutory charges; or
- changes to the relevant Service.

Where required, customers will receive appropriate notice before material changes to recurring charges take effect.

20. BILLING AND PAYMENT

Customers must pay all valid invoices by the due date specified on the invoice or applicable agreement.

Depending on the Service, payment may be required:

- in advance;
- monthly;
- annually;
- by debit order;
- by electronic funds transfer;
- by payment gateway; or
- according to agreed milestones.

Customers must promptly notify A2Z of a genuine billing dispute.

A billing dispute does not automatically entitle a customer to withhold undisputed amounts.

A2Z may charge reasonable collection costs, interest or other permitted charges on overdue accounts where provided for in the applicable agreement and permitted by law.

21. SUSPENSION FOR NON-PAYMENT

Where payment remains overdue, A2Z may, after complying with applicable contractual and legal requirements:

- restrict a Service;
- suspend a Service;
- prevent additional usage; or
- terminate a Service.

Restoration may be subject to payment of outstanding amounts and reasonable reconnection or reactivation charges where applicable.

Emergency or regulated communications Services will be handled according to any mandatory legal requirements applicable to them.

22. FIXED-TERM SERVICES AND CANCELLATION

Some Services may be provided on a fixed-term basis, including 12-month, 24-month or other agreed contractual periods.

The applicable term will be clearly stated in the relevant quotation, order form or agreement.

Where the **Consumer Protection Act 68 of 2008** applies, consumers may exercise cancellation rights granted by that Act, including rights relating to fixed-term agreements.

Where legally permissible, early cancellation may result in a reasonable cancellation charge taking into account relevant circumstances, including commitments already incurred by A2Z to network operators, suppliers or other providers.

A2Z will not apply a contractual provision intended to remove or reduce a consumer right that may not lawfully be waived.

Business-to-business agreements that fall outside particular provisions of consumer legislation may be subject to the cancellation provisions contained in the applicable contract.

23. COOLING-OFF AND STATUTORY RIGHTS

Nothing in these Terms excludes any cooling-off, cancellation, return, repair, replacement, refund, warranty or other consumer right granted by applicable South African law.

Where the Consumer Protection Act, Electronic Communications and Transactions Act or another applicable law provides a customer with a mandatory right, that right will apply notwithstanding anything inconsistent in these Terms.

24. HARDWARE RETURNS AND WARRANTIES

Hardware supplied by A2Z may be covered by:

- applicable statutory warranties;
- manufacturer warranties;
- distributor warranties; or
- additional warranty arrangements stated in the relevant quotation.

Customers should report defective products as soon as reasonably possible.

Manufacturer warranty procedures may require inspection, testing or return of the affected equipment.

Nothing in a manufacturer warranty or these Terms limits rights that a consumer has under applicable consumer protection legislation.

Damage caused by misuse, unauthorised modification, accidents, power surges, liquid damage or other excluded circumstances may fall outside manufacturer warranty coverage, subject to applicable law.

25. SERVICE FAULTS AND MAINTENANCE

Customers should report connectivity and technical faults through A2Z's designated support channels.

A2Z may conduct scheduled or emergency maintenance where reasonably necessary.

Where possible, reasonable notice of material planned maintenance will be provided.

Service interruptions may arise from:

- network failures;
- fibre breaks;
- power failures;
- load shedding or power instability;

- upstream provider outages;
- cloud provider incidents;
- cybersecurity events;
- scheduled maintenance;
- infrastructure damage;
- force majeure events; or
- circumstances outside A2Z's reasonable control.

Where an SLA provides service credits or other remedies, those remedies will be handled in accordance with the SLA and applicable law.

26. CUSTOMER RESPONSIBILITIES

Customers must:

- provide accurate information;
 - keep billing and contact information updated;
 - make payments when due;
 - provide reasonable installation or support access;
 - use Services lawfully;
 - protect login credentials;
 - maintain appropriate endpoint security;
 - report suspected security incidents;
 - follow reasonable technical instructions;
 - obtain necessary third-party permissions; and
 - ensure that their employees, users and authorised representatives comply with these Terms.
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27. PRIVACY AND PERSONAL INFORMATION

A2Z processes personal information in accordance with its Privacy Policy and applicable South African data-protection law, including the **Protection of Personal Information Act 4 of 2013 ("POPIA")**.

Personal information may be processed where reasonably necessary to:

- respond to enquiries;
- verify customer identity;
- perform coverage checks;
- provide quotations;
- provision Services;
- administer accounts;
- process payments;
- provide customer support;
- prevent fraud and cybersecurity threats;

- comply with legal obligations;
- manage suppliers and network providers; and
- communicate with customers.

Further details are contained in the A2Z Communications Privacy Policy.

28. COOKIES AND WEBSITE TECHNOLOGIES

The A2Z Communications website may use cookies and similar technologies for functionality, security, analytics, preferences and other purposes.

Further information is contained in the A2Z Communications Cookies Policy.

29. MARKETING COMMUNICATIONS

A2Z may communicate information about products, services or offers where permitted by law.

Where consent is legally required for direct electronic marketing, A2Z will seek appropriate consent.

Recipients may use the unsubscribe or opt-out mechanism provided with marketing communications.

Operational communications relating to an active Service, billing, security, support, maintenance or account administration are not necessarily marketing communications.

30. INTELLECTUAL PROPERTY

Unless otherwise stated, all intellectual property associated with the A2Z Communications website and A2Z-created materials, including:

- trade marks;
- logos;
- graphics;
- designs;
- text;
- software;
- databases;
- documentation;
- audiovisual materials; and
- website content,

belongs to A2Z Communications, its licensors or the applicable rights holder.

You may not reproduce, modify, distribute, sell, scrape, republish or commercially exploit protected material without appropriate permission.

Third-party trade marks displayed on the website remain the property of their respective owners.

Their appearance does not transfer any ownership rights to A2Z.

31. WEBSITE CONTENT

A2Z makes reasonable efforts to keep website information accurate and current.

However:

- product availability may change;
- network coverage may change;
- supplier pricing may change;
- specifications may change;
- typographical errors may occur; and
- third-party information may change without notice.

Website content does not override a formal quotation, order confirmation or signed agreement.

A2Z may correct obvious errors or inaccuracies.

32. THIRD-PARTY LINKS

Our website may contain links to third-party websites, platforms or services.

These are provided for convenience or functionality.

A2Z does not control third-party websites and is not responsible for their content, privacy practices, security or availability.

Customers should review the applicable third-party terms before using those services.

33. ARTIFICIAL INTELLIGENCE AND AUTOMATED ASSISTANCE

A2Z may use automated tools, chatbots or artificial intelligence systems to assist website visitors and customers.

These systems may be used for:

- answering general questions;
- guiding users to Services;
- collecting enquiry information;
- assisting with support triage; or
- directing customers to human support.

Automated responses are provided for assistance and convenience and should not be regarded as creating a binding quotation, contractual commitment or professional advice unless expressly confirmed by an authorised A2Z representative.

A2Z may refer a conversation to a human representative where appropriate.

34. CYBERSECURITY

A2Z takes reasonable technical and organisational measures to protect its systems and Services.

No internet-connected system can be guaranteed to be completely immune from cybersecurity threats.

Customers remain responsible for implementing security measures appropriate to their own environment, including where relevant:

- strong passwords;
- multi-factor authentication;
- endpoint protection;
- software updates;
- backups;
- firewall controls;
- access management; and
- staff security awareness.

Any suspected compromise involving A2Z Services should be reported promptly.

A2Z reserves the right to restrict or isolate a Service where reasonably necessary to contain a genuine cybersecurity threat.

35. UNLAWFUL ACTIVITY

A2Z may cooperate with lawful requests from courts, regulators, law-enforcement authorities or other competent authorities.

Where required by law, A2Z may preserve, disclose or provide access to relevant records.

Customers must not use A2Z Services for conduct prohibited by applicable legislation, including the **Cybercrimes Act 19 of 2020**.

36. WARRANTIES

A2Z will provide Services with reasonable care and skill and in accordance with applicable contractual and statutory requirements.

Except where expressly provided in an SLA or required by law, A2Z does not warrant that:

- every Service will operate without interruption;
- internet access will always achieve a particular speed;
- third-party networks will never fail;
- every software product will be error-free;
- all cybersecurity threats can be prevented; or
- every external website or system will remain available.

Nothing in these Terms excludes any warranty that may not lawfully be excluded.

37. LIMITATION OF LIABILITY

To the maximum extent permitted by law, A2Z will not be liable for indirect, incidental, special or consequential losses arising solely from circumstances outside its reasonable control.

This may include, where legally permissible:

- loss of anticipated profits;
- loss of business opportunity;
- loss caused by an upstream network outage;
- loss resulting from third-party platform failure; or
- loss arising from a customer's failure to maintain appropriate backups or security.

Any contractual limitation of liability will not apply where liability may not lawfully be excluded or restricted.

Nothing in these Terms is intended to exclude or restrict liability for fraud, gross negligence or any other liability that cannot lawfully be excluded.

Any customer-specific liability caps contained in a signed agreement or SLA will apply subject to applicable law.

38. INDEMNITY

To the extent permitted by law, you agree to indemnify A2Z against third-party claims arising directly from:

- your unlawful use of the Services;
- content you unlawfully publish or distribute;
- intellectual property infringement caused by material supplied by you;
- unauthorised use of systems under your control; or
- your material breach of these Terms.

This provision does not require a consumer to indemnify A2Z for circumstances for which A2Z is legally responsible.

39. FORCE MAJEURE

Neither party will be considered in breach of its obligations to the extent that performance is prevented by circumstances beyond its reasonable control.

Such circumstances may include:

- natural disasters;
- severe weather;
- fire;
- flood;
- civil unrest;
- war;
- terrorism;
- infrastructure destruction;
- widespread telecommunications failures;
- prolonged electricity grid failures;
- government restrictions;
- industrial action;
- major cybersecurity incidents;
- national emergencies; or
- failures of essential third-party infrastructure.

This clause does not excuse payment obligations already due for Services properly provided.

40. SUSPENSION OR TERMINATION BY A2Z

A2Z may suspend or terminate a Service where reasonably justified, including where:

- payment remains overdue;
- the Service is used unlawfully;
- there is a material breach of these Terms;
- continued operation creates a material cybersecurity risk;
- fraud is reasonably suspected;
- a third-party provider terminates the underlying service;
- A2Z is required to do so by law or regulatory authority; or
- continued provision becomes technically impossible.

Where appropriate and legally required, A2Z will provide notice and an opportunity to remedy the breach.

Immediate action may be taken where reasonably necessary to prevent fraud, criminal activity, cybersecurity harm or serious network disruption.

41. EFFECT OF TERMINATION

Upon termination:

- the customer must pay valid outstanding charges;
- rented or loaned equipment may need to be returned;
- access to hosted systems may cease;
- licences may terminate;
- telephone numbers, domains or other resources may be transferred where permitted and properly requested;
- customer data may be deleted following the applicable retention period; and
- provisions intended to survive termination will remain in effect.

Customers should arrange for export or backup of data before termination where applicable.

42. COMPLAINTS AND DISPUTE RESOLUTION

A2Z aims to resolve customer complaints fairly and efficiently.

Customers should first submit complaints through A2Z's designated customer support or complaints channel and provide:

- customer or account details;

- a description of the issue;
- relevant dates;
- invoice or reference numbers where applicable; and
- the resolution requested.

A2Z will investigate the complaint and respond within the timeframe required by applicable law, regulation or the relevant SLA.

Where a telecommunications matter falls within the jurisdiction of the **Independent Communications Authority of South Africa ("ICASA")**, customers retain any rights available to them under the applicable regulatory framework.

Consumers may also have rights to refer qualifying disputes to the **National Consumer Commission**, an applicable consumer ombud, court or other authorised dispute-resolution body.

Nothing in these Terms prevents a person from exercising a statutory complaint or enforcement right.

43. ELECTRONIC COMMUNICATIONS

You agree that A2Z may communicate with you electronically in connection with your account or Services.

Electronic communications may include:

- email;
- SMS;
- WhatsApp;
- customer portal notifications;
- support tickets; and
- other authorised electronic channels.

Electronic communications may constitute written notice where permitted by law and the applicable agreement.

You are responsible for maintaining current contact information.

44. CHANGES TO SERVICES

Technology, networks and third-party products evolve over time.

A2Z may modify a Service where reasonably necessary to:

- improve functionality;
- maintain security;

- comply with law;
- address provider changes;
- replace discontinued technology; or
- maintain operational viability.

Where a change materially affects a customer's contracted Service, A2Z will provide appropriate notice where required.

45. CHANGES TO THESE TERMS

A2Z may update these Terms from time to time to reflect:

- changes in law or regulation;
- new Services;
- changes in business practices;
- changes in technology;
- security requirements; or
- clarification of existing provisions.

The latest version will be published on the A2Z Communications website with an updated revision date.

Where required by law or contract, material changes affecting existing customers will be communicated directly.

Changes will not retrospectively remove rights that have already accrued.

46. GOVERNING LAW

These Terms are governed by the laws of the **Republic of South Africa**.

Subject to any mandatory consumer dispute-resolution rights, the courts of the Republic of South Africa will have jurisdiction over disputes arising from these Terms or A2Z Services.

47. SOUTH AFRICAN LEGAL AND REGULATORY FRAMEWORK

Depending on the Service and customer concerned, applicable legislation and regulatory requirements may include, among others:

- the **Consumer Protection Act 68 of 2008**;

- the **Electronic Communications and Transactions Act 25 of 2002**;
- the **Protection of Personal Information Act 4 of 2013**;
- the **Electronic Communications Act 36 of 2005**;
- the **Cybercrimes Act 19 of 2020**;
- applicable ICASA regulations, including applicable End-User and Subscriber Service Charter requirements; and
- other applicable South African legislation and regulations.

These Terms must be interpreted consistently with mandatory applicable law.

48. SEVERABILITY

If any provision of these Terms is found to be unlawful, invalid or unenforceable, that provision will be interpreted or limited to the extent necessary to make it lawful where possible.

The remaining provisions will continue in effect.

49. NO WAIVER

Failure by A2Z to enforce a provision on one occasion does not constitute a permanent waiver of that provision or any other right.

50. ASSIGNMENT

You may not transfer your contractual rights or obligations to another person without A2Z's written approval where such approval is reasonably required.

A2Z may transfer or assign an agreement as part of a lawful restructuring, sale, merger or transfer of business, subject to applicable law and customer rights.

51. ENTIRE AGREEMENT

These Terms, together with any accepted quotation, proposal, order form, SLA, service-specific terms, Privacy Policy, Cookies Policy and other expressly incorporated documents, constitute the agreement applicable to the relevant Service.

Statements made in general advertising or marketing material do not amend a written customer agreement unless expressly incorporated into it.

52. INTERPRETATION IN FAVOUR OF MANDATORY CONSUMER RIGHTS

Nothing in these Terms is intended to waive, exclude or restrict a right that a consumer cannot lawfully waive under South African law.

If any provision could reasonably be interpreted in more than one way, it should be interpreted in a manner consistent with applicable mandatory consumer-protection legislation.

53. CONTACT A2Z COMMUNICATIONS

Questions about these Terms, your account or an A2Z Communications Service may be directed to A2Z Communications using the official contact channels published on our website.

A2Z Communications

A trading name of **A2Z Investment Group (Pty) Ltd**

Telephone: 010 102 3843

Website: a2ztech.co.za

Country: South Africa

Customers requiring technical assistance should use the support channels made available by A2Z Communications.

IMPORTANT NOTICE

By continuing to access the A2Z Communications website, accepting a quotation or order, subscribing to a Service, or otherwise using A2Z Communications products or Services, you confirm that you have read and understood these Terms and agree to be bound by them, subject always to your rights under applicable South African law.

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Redefined and Unlimited Possibilities.