

1ICT Managed Business Solutions

Terms and Conditions

Consolidated Master Services Agreement, Schedules, Annexures, Privacy Policy and Electronic Acceptance Terms. Version 4.0, September 2026. Consolidated working draft, recommended for attorney review before publication. On approval this version supersedes the separate website Terms and Conditions, Quote Acceptance Terms and Package Terms and Conditions previously published at 1ict.co.za. 1ICT (Pty) Ltd, Reg 2018/067519/07, VAT 4760308728, 108 Elizabeth Avenue, Parkmore, Sandton, 2196.

PART 1 MASTER SERVICES AGREEMENT (V4.0)

This Agreement, together with the Schedules and Annexures forming part of it, governs the provision of 1ICT Managed Business Solutions to the Customer. By submitting an application through the 1ICT website, accepting a quotation, or by 1ICT commencing provision of the Services, the Customer agrees to be bound by this Agreement in its entirety.

1. Definitions

In this Agreement, unless the context requires otherwise: “Agreement” means this Master Services Agreement together with its Schedules, Annexures and the applicable quotation. “Customer” means the person or entity that accepts a quotation or submits an application for Services. “Services” means the managed connectivity, cloud, Microsoft 365, IT support, VoIP and related services described in this Agreement and the applicable quotation. “Business Day” means any day other than a Saturday, Sunday or South African public holiday. “Confidential Information” means non-public information disclosed by one party to the other in connection with this Agreement, including pricing, technical configuration and business information. “Effective Date” means the date this Agreement becomes binding under clause 2. “Equipment” means hardware supplied by 1ICT to deliver the Services, whether sold or provided on loan. “Fees” means the amounts payable for the Services as set out in the applicable quotation and Schedule A. “Term” means the period this Agreement remains in force under clause 9.

2. Application and Agreement Formation

By submitting an application through the 1ICT website, accepting a quotation in writing or electronically, or by 1ICT commencing provision of the Services, the Customer confirms it has read, understood and agrees to this Agreement. The Agreement becomes effective on the date 1ICT accepts the application in writing or commences provision of the Services, whichever occurs first.

3. Managed Connectivity Services

1ICT provides managed Business Fibre, 5G/LTE and Fixed Wireless connectivity, delivered through licensed network operators and partner ISPs and subject to coverage and address verification. Bronze includes delivery and setup of a 5G/LTE router as the standard connectivity option. Where fibre is available, Bronze may be upgraded to business fibre for the additional fee set out in Schedule A, which replaces the included 5G/LTE connectivity. Gold and Enterprise include business fibre as standard. Installation, activation, speed and uptime for both fibre and 5G/LTE remain subject to the relevant network operator's own coverage, fair-use and service terms, and to site confirmation.

4. Managed Cloud and Microsoft 365 Services

1ICT provides provisioning, configuration and ongoing management of Microsoft 365 tenants, mailboxes, OneDrive, SharePoint and Teams, including user lifecycle management and licensing reconciliation. Licences are procured through the Microsoft Partner channel and the Customer remains the licence holder. All licences, including their feature sets, security capabilities, storage and support entitlements, are governed by Microsoft's own product terms for the plan selected, as published and updated by Microsoft from time to time. Included seats may be upgraded to a higher tier at the applicable per-user difference.

5. Managed IT Support Services

1ICT provides remote and onsite support during business hours as defined in Schedule E, including endpoint management, patching, user support and incident response, within the scope of the package selected.

6. VoIP and Hosted PBX Services

1ICT provides hosted PBX, SIP trunking and VoIP extensions as an optional add-on, available on any package and only where selected in the applicable quotation. The pay-per-use option is billed monthly in arrears based on actual usage, subject to a monthly spend cap of 10% of the bundle price unless changed in the quotation. The uncapped option is charged at the fee set out in Schedule A and covers standard national calls only, subject to fair use as set out in Schedule B. International and premium-rate dialling are disabled by default and enabled only on written request on the pay-per-use option, and are excluded from the uncapped option. RICA verification and a client-supplied handset or softphone are required. Quality of service depends on the Customer's own network and is subject to fair use as set out in Schedule B.

7. Fees, Billing and Price Adjustments

Fees are billed monthly in advance and are exclusive of VAT, currently levied at 15%. Invoices are payable within 7 days of the invoice date. 1ICT may adjust pricing annually on 30 days' written notice. Late payment may result in suspension of Services after reasonable notice, without prejudice to 1ICT's other rights under this Agreement.

8. Credit Vetting and Personal Surety

1ICT may conduct credit vetting and may require personal suretyship from a director or member of the Customer, as set out in Annexures A and B.

9. Agreement Term, Renewal and Termination

9.1 The initial term is 24 months from the Effective Date. This Agreement automatically renews for successive 12-month periods unless either party gives at least 60 days' written notice before the end of the then-current term.

9.2 Either party may terminate this Agreement on written notice if the other party commits a material breach and fails to remedy it within 14 days of being called on in writing to do so.

9.3 Either party may terminate this Agreement immediately on written notice if the other party is placed under business rescue, sequestration, liquidation or similar insolvency proceedings, or is unable to pay its debts as they fall due.

9.4 Where the Customer terminates this Agreement before the end of the then-current term for any reason other than 1ICT's uncured material breach or insolvency under clause 9.3, the Customer remains liable for the Fees that would otherwise have been payable for the remainder of the then-current term.

9.5 Where 1ICT terminates this Agreement for the Customer's uncured material breach, non-payment or insolvency, the accelerated Fees described in clause 9.4 remain payable by the Customer.

9.6 Termination does not affect any right or liability that accrued before the date of termination.

10. Limitation of Liability

10.1 1ICT's aggregate liability arising out of or in connection with this Agreement, whether in contract, delict or otherwise, is limited to the Fees paid by the Customer in the 3 months preceding the event giving rise to the claim.

10.2 Neither party is liable to the other for indirect, special or consequential damages, or loss of profit, revenue, data or goodwill, even where advised of the possibility of such loss.

10.3 Nothing in this clause limits either party's liability for gross negligence, wilful misconduct, fraud, death or personal injury caused by that party, or breach of the confidentiality obligations in clause 23, to the extent such limitation is not permitted by law.

10.4 To the extent the Consumer Protection Act 68 of 2008 applies to the Customer, nothing in this Agreement limits a right that cannot lawfully be excluded or limited under that Act.

11. Data Protection, Privacy and POPIA

1ICT processes Customer personal information in accordance with the Protection of Personal Information Act 4 of 2013 (POPIA) and 1ICT's Privacy Policy set out in Part 4 of this document. 1ICT acts as an Operator under POPIA for personal information processed on the Customer's behalf, and the Customer remains the Responsible Party for its own data. 1ICT will notify the Customer and, where required, the Information Regulator without undue delay on becoming aware of a security compromise affecting the Customer's personal information, in accordance with section 22 of POPIA.

12. Customer Responsibilities

The Customer must provide accurate information, maintain a safe site for onsite work, ensure power and physical security of Equipment, and nominate an authorised contact.

13. Security Requirements

The Customer must comply with the security baseline in Schedule D, including multi-factor authentication, password policies, endpoint protection and incident reporting.

14. Acceptable Use

Use of the Services is subject to the Acceptable Use Policy in Schedule C. Prohibited use may result in suspension and gives rise to the indemnity in clause 24.

15. Fair Usage

Connectivity, VoIP and support are subject to the fair-use thresholds described in Schedule B.

16. Onsite Support

Onsite visits are limited per Schedule A and Schedule F. Additional visits are billable at the rates in Schedule F.

17. Third-Party Services

1ICT may resell or procure third-party services on behalf of the Customer. Those services are governed by the relevant third party's own terms in addition to this Agreement. 1ICT is not liable for the acts, omissions, downtime or service failures of any third-party provider, including network operators, Microsoft and VoIP carriers, except to the extent caused by 1ICT's own negligence in selecting or managing that provider.

18. Professional Services and Projects

Project work is scoped and billed separately per Schedule F. A signed Statement of Work forms part of this Agreement once signed by both parties.

19. Intellectual Property

Each party retains ownership of its pre-existing intellectual property. Deliverables created specifically for the Customer transfer to the Customer on full payment, excluding 1ICT's underlying tools, templates and methodologies, which 1ICT retains and may reuse for other customers.

20. Audit Rights

1ICT may audit licence usage and configuration on reasonable notice. The Customer may audit 1ICT's compliance with this Agreement once per year on reasonable notice.

21. Marketing, References and Publicity

1ICT may identify the Customer as a client and use the Customer's name and logo in marketing materials, unless the Customer objects in writing.

22. Non-Solicitation and Non-Circumvention

Neither party will solicit the other's employees for 12 months after termination. The Customer will not contract directly with 1ICT's nominated subcontractors for the duration of this Agreement and 12 months thereafter.

23. Confidentiality

Each party will keep the other's Confidential Information confidential and will not disclose it except to employees, contractors or professional advisers who need it to give effect to this Agreement, or as required by law or a competent authority. This clause survives termination of this Agreement for 3 years, and indefinitely for trade secrets and personal information governed by POPIA.

24. Indemnity

The Customer indemnifies 1ICT against a claim, penalty, fine or loss arising from the Customer's unlawful use of the Services, breach of the Acceptable Use Policy in Schedule C, or infringement of a third party's rights through the Customer's use of the Services.

25. Insurance

1ICT maintains professional indemnity and cyber liability insurance appropriate to the scale of the Services it provides, and will make reasonable evidence of cover available to the Customer on written request.

26. Equipment and Ownership

Equipment supplied on loan or as part of the Services remains the property of 1ICT or the relevant supplier unless the applicable quotation expressly states otherwise. On termination, the Customer must return loan Equipment in reasonable working condition, fair wear and tear excepted, within 14 days. 1ICT may charge the Customer for Equipment that is lost, damaged beyond fair wear and tear, or not returned.

27. Regulatory Status and Licensed Services

Certain Services, including Business Fibre, 5G/LTE and VoIP connectivity, are provided by 1ICT as a reseller of services delivered by network operators licensed by the Independent Communications Authority of South Africa (ICASA). The service charter, fair-use policy and complaints procedure of the underlying licensed operator apply to that component of the Services in addition to this Agreement. Nothing in this Agreement represents 1ICT as itself holding an ICASA network or service licence unless expressly stated in writing.

28. Force Majeure

Neither party is liable for a failure caused by an event beyond its reasonable control, including power outages, network failures of upstream carriers, natural disasters or government action.

29. Dispute Resolution

Disputes are first escalated to senior management of both parties. Unresolved disputes are referred to expedited arbitration under the rules of the Arbitration Foundation of Southern Africa (AFSA), seated in Johannesburg.

30. General Provisions

This Agreement, including its Schedules and Annexures, constitutes the entire agreement between the parties and supersedes all prior discussions, representations or agreements on its subject matter. No variation is effective unless in writing and signed by both parties, or agreed electronically in accordance with Annexure C. Neither party may assign this Agreement without the other's written consent, except that 1ICT may assign or subcontract its rights and obligations to an affiliate or in connection with a business transfer. Notices must be given in writing to the addresses or email addresses recorded for each party and are deemed received on the next Business Day. If a provision of this Agreement is found unenforceable, the remaining provisions continue in force. No failure or delay by either party in exercising a right under this Agreement is a waiver of that right. This Agreement is governed by the laws of South Africa, with the courts of Gauteng having jurisdiction subject to clause 29.

PART 2 SCHEDULES

Schedule A. Package Definitions

Feature	Bronze (R9,995)	Gold (R24,995)	Enterprise (R44,995)
Users included	Up to 10	Up to 25	Up to 50
Connectivity	5G/LTE router standard (fibre upgrade optional, R2,495/mo where available)	Business fibre 100/100	Business fibre 200/200 + LTE failover
Microsoft 365 licences	10 x Business Basic	25 x Business Standard	50 x Business Premium
VoIP	Optional add-on, metered or uncapped R2,495/mo	Optional add-on, metered or uncapped R2,495/mo	Optional add-on, metered or uncapped R2,495/mo
Managed IT support	Remote	Remote + 1 onsite/mo	Remote + on-demand onsite
Security	Per Microsoft 365 Business Basic plan	Per Microsoft 365 Business Standard plan	Per Microsoft 365 Business Premium plan
Reporting	Quarterly	Monthly	Monthly + dedicated account manager

All prices exclude VAT. Subject to a 24-month service agreement.

Schedule B. Fair Usage Policy

Included support activities: incident resolution, user administration, password resets, software updates and configuration changes.

Excluded project work: migrations, new site builds, custom development and hardware rollouts.

After-hours policy: Priority 1 incidents are supported 24/7. All other support is during business hours.

Onsite support limits: as defined per package tier in Schedule A.

Repeated breaches of fair use may result in plan re-tiering or suspension.

Schedule C. Acceptable Use Policy

- Unlawful conduct, security violations such as hacking or malware, and communication abuse such as spam or harassment are prohibited.
- Email services: no unsolicited bulk email; sender authentication (SPF, DKIM, DMARC) must be used.
- Microsoft 365 use must comply with Microsoft's own customer agreement.
- VoIP, PBX and failover services may not be used for auto-dialling, fraudulent traffic or premium-rate abuse.
- AI services may not be used to generate unlawful or harmful content, and remain subject to the relevant provider's terms.
- 1ICT may suspend Services without notice in response to abuse.

Schedule D. Security Baseline

- Shared responsibility model: 1ICT manages platform configuration; the Customer is responsible for user behaviour and data classification.
- Multi-factor authentication is required for all administrative and end-user accounts.
- Passwords: minimum 12 characters, complexity enforced, no reuse of the last 10.
- Endpoint protection: Microsoft Defender or equivalent, deployed and monitored in line with the Microsoft 365 plan selected.
- Microsoft security controls, including Conditional Access, Defender for Office and audit logging, are enabled where the selected plan provides them.

- Email security includes anti-phishing, anti-malware and attachment scanning.
- 1ICT manages tenant-level backup where contracted; the Customer is responsible for offline data.
- The Customer must report suspected security incidents within 24 hours.

Schedule E. Service Levels and Response Targets

Priority	Description	Response
P1, Critical	Complete service loss	2 business hours
P2, High	Significant degradation	4 business hours
P3, Medium	Single user issue	8 business hours
P4, Low	General requests	24 business hours

Service availability target: 99% connectivity, excluding scheduled maintenance and upstream carrier outages. Maintenance windows: Sundays 22:00 to 02:00, notified 5 business days in advance. Escalation path: Service Desk, then Service Manager, then Account Director, then Operations Director. Service credits are not provided as monetary refunds; remedies are limited to restoration of service.

Schedule F. Professional Services Rate Card

Indicative rates, excluding VAT. Final rates are set out per Statement of Work.

- Junior Engineer, entry-level support and admin tasks
- Systems Engineer, Microsoft 365, endpoint and network
- Senior Engineer, complex infrastructure and security
- Cloud Consultant, Azure and Microsoft 365 architecture
- Solution Architect, enterprise design and roadmap

After-hours multipliers: 1.5 times for evenings and weekends, 2 times for public holidays and emergency callouts. Onsite billing: travel time is billable beyond 30km; a per-diem applies beyond 100km. Minimum billing increments: 30 minutes remote, 2 hours onsite.

PART 3 ANNEXURES

Annexure A. Personal Suretyship

Given the formalities that attach to suretyship under South African law, 1ICT obtains a personal suretyship referred to in this Annexure as a separately signed document, and not solely through the electronic acceptance mechanism in Annexure C.

The surety binds themselves as co-principal debtor for all amounts owed by the Customer to 1ICT.

Liability is a continuing security, unlimited in time, and ranks ahead of any other indemnity.

A certificate of indebtedness signed by a 1ICT director is prima facie proof of amounts owing.

This Annexure is governed by South African law.

Annexure B. Credit Vetting and Identity Verification

The Customer consents to credit checks with registered credit bureaux.

1ICT may request company registration documents, director identification, proof of address and bank confirmation.

Credit approval is a condition precedent for activation of Services.

Default in payment entitles 1ICT to suspend Services and list the Customer with credit bureaux.

Annexure C. Electronic Acceptance and Digital Signature

Valid methods of acceptance: ticking a checkbox, clicking an “I Agree” button, submitting an online form, entering an OTP, or replying to a confirmation email.

Audit trail collected: timestamp, IP address, browser and user-agent, and device fingerprint.

An electronic signature is presumed to be the act of the person identified, unless rebutted with credible evidence.

This Agreement complies with the Electronic Communications and Transactions Act 25 of 2002 (ECT Act).

PART 4 PRIVACY POLICY (POPIA)

POPIA-compliant. Published at 1ict.co.za/privacy-policy.

1. Introduction

This Privacy Policy explains how 1ICT (Pty) Ltd, Registration No. 2018/067519/07, VAT No. 4760308728, processes the personal information you provide through our website www.1ict.co.za and related services. It is issued in accordance with the Protection of Personal Information Act 4 of 2013 (POPIA) and the Electronic Communications and Transactions Act 25 of 2002 (ECTA). By submitting a form on our website you confirm that you have read and understood this policy and consent to the processing of your personal information as described below.

2. Responsible Party and Information Officer

Responsible Party: 1ICT (Pty) Ltd. Registered address: 108 Elizabeth Avenue, Parkmore, Sandton, 2196, South Africa. Information Officer: Thami Mbokazi. Email: services@1ict.co.za. Telephone: 087 821 3000. Our Information Officer is registered with the Information Regulator of South Africa in line with section 55 of POPIA.

3. Personal Information We Collect

We only collect information that is adequate, relevant and not excessive for the purpose for which it is processed. Depending on which form you submit, we may collect the following.

- Contact or enquiry form: full name, email address, telephone number, company name and the contents of your message.
- Request a callback: name, telephone number and preferred call time.
- Coverage or fibre checker: physical address, suburb and contact details to confirm service availability.
- Quote or estimate builder: business name, contact details, number of users or sites and selected services.
- Security assessment and industry lead forms: company information, sector, role, contact details and the business problem you would like us to address.
- Careers and job applications: full name, email, telephone, South African ID number, current role, years of experience, notice period, salary expectation, cover note and uploaded CV.
- Technical data: IP address, browser type, device, pages visited, and a bot-protection risk score used only to detect spam and abuse.

We do not deliberately collect special personal information, such as race, health, religion or biometrics, or information about children under 18. Do not submit such information through our forms unless we have specifically asked for it in writing.

4. Why We Process Your Information

We rely on the following lawful bases under section 11 of POPIA.

- Consent: you submit a form and tick the consent box, where shown, so that we may contact you and process your request.
- Performance of a contract: to prepare quotations, on-board you as a client, deliver services and support, and invoice you.
- Legal obligation: tax, RICA, ICASA, BCEA, EEA and other statutory record-keeping.
- Legitimate interest: protecting our website from fraud and abuse, responding to enquiries and recruiting staff.

5. How We Use Your Information

- Respond to your enquiry, callback or quote request.
- Verify coverage and prepare service proposals.
- Send transactional notifications, such as confirming receipt of your application or enquiry.
- Evaluate job applications and contact shortlisted candidates.

- Maintain customer records, provide support and improve our services.
- Send marketing communications about 1ICT products only where you have opted in. Every marketing email contains an unsubscribe link.

6. Who We Share Your Information With

We never sell your personal information. We share it only with trusted operators, the POPIA term for processors, who are bound by written agreements to process the data on our instructions and keep it confidential.

- Cloud hosting and database: our managed cloud platform, operated on AWS infrastructure, stores form submissions and CV files in a private, access-controlled bucket.
- Email delivery: our transactional email provider, used to notify our internal team when a form is submitted.
- Bot protection: our bot-protection provider receives a risk-score request when you submit a form, governed by that provider's own privacy policy.
- Upstream carriers and licensees, for example Openserve, Vumatel, MetroFibre, MTN and Vodacom, receive only the data strictly required to provision or troubleshoot the service you ordered.
- Regulators and law enforcement, where we are legally compelled to disclose.

7. Cross-Border Transfers

Some of our operators host data outside South Africa, for example in the EU or USA. Where this happens we ensure, in accordance with section 72 of POPIA, that the recipient is subject to laws, binding corporate rules or contractual clauses that provide an adequate level of protection.

8. How Long We Keep Your Information

- General enquiries, callbacks and coverage checks: up to 24 months from last contact, then deleted.
- Quotes and estimates that do not convert: 36 months.
- Customer and contract records: 5 years after the end of the contract, as required by the Tax Administration Act and Companies Act.
- Unsuccessful job applications: 12 months, then deleted unless you ask us to keep your CV on file.
- Successful applicants: retained for the duration of employment plus statutory retention periods.

9. How We Protect Your Information

- TLS and HTTPS encryption in transit for every form submission.
- Encryption at rest for our database and for CV files stored in a private storage bucket.
- Row-level security so submitted records are only readable by authorised 1ICT staff through the admin dashboard.
- Role-based access, multi-factor authentication on admin accounts, and audit logging.
- Regular backups and a documented incident-response plan.

In the event of a security compromise involving your personal information, we will notify you and the Information Regulator without undue delay, as required by section 22 of POPIA.

10. Your Rights Under POPIA

- Be notified of what personal information we hold about you.
- Request a copy of that information.
- Request correction or deletion of inaccurate, irrelevant, excessive or outdated information.
- Object to the processing of your information.
- Withdraw your consent at any time, without affecting the lawfulness of processing already carried out.
- Object to direct marketing. Unsubscribe links are included in every marketing email.
- Lodge a complaint with the Information Regulator.

To exercise any of these rights, email services@1ict.co.za. We will respond within 30 days and may ask you to complete the prescribed PAIA or POPIA Form 2 to verify your identity.

11. Cookies and Analytics

Our site uses essential cookies needed for it to function and, with your consent, analytics cookies that help us understand how the site is used. You can refuse non-essential cookies through the cookie banner or by adjusting your browser settings. Our bot-protection script is loaded on form pages and sets its own cookies in line with that provider's privacy policy.

12. Complaints to the Information Regulator

If you are not satisfied with how we have handled your personal information, you may contact the Information Regulator of South Africa, JD House, 27 Stiemens Street, Braamfontein, Johannesburg, 2001. Email: POPIAComplaints@inforegulator.org.za. Web: inforegulator.org.za.

13. Changes to this Policy

We may update this policy from time to time. The latest version is always available at 1ict.co.za/privacy-policy and will be dated above. Material changes will be communicated through our website or by email where appropriate.

PART 5 ELECTRONIC ACCEPTANCE AT THE ONLINE ESTIMATE BUILDER

When a Customer completes the online estimate builder at 1ict.co.za/estimate and accepts a quotation electronically, the Customer thereby accepts this Agreement, being Parts 1 to 4 of this document, in its entirety, subject to availability verification by a 1ICT consultant. Electronic acceptance is given in accordance with Annexure C and is legally binding under the Electronic Communications and Transactions Act 25 of 2002.

Where section 44 of that Act applies, the Customer may cancel within 5 business days of acceptance, subject to charges for Services already rendered.

By submitting the estimate builder, the Customer agrees to be contacted by an authorised 1ICT consultant within 1 business day to finalise the Agreement.