

## Subscription Agreement

### RECITALS

**A.** The Service Provider owns and/or operates and/or manages a network and provides various telecommunications services and products, which enable users to gain access to the Internet and other electronic services.

**B.** The Service Provider wishes to make certain services and products available to the Customer as required in the Service Application form completed by the Customer ("the Service Application"), and to allow the Customer access to its network.

**C.** The Customer's attention is drawn to the following provisions of the relevant legislation which is applicable to the services and products supplied by the Service Provider in terms hereof:

**a.** Section 14 of the Consumer Protection Act, 2008 ("the CPA") read with regulation 5;

**b.** Section 48 of the CPA read with regulation 44;

**c.** Section 49 of the CPA;

**d.** Section 50 of the CPA;

**e.** Section 26 of the CPA read with section 43 of the Electronic Communications and Transactions Act, 2002 ("the ECTA")

**f.** Sections, 11, 13, 22 and 24 of the ECTA;

**g.** Section 5 of the Electronic Communications Act, 2005;

**h.** the Regulation of Interception of Communications and Provision of Communication-Related Information Act, 2002, ("RICA")

WHEREBY IT IS AGREED AS FOLLOWS:

#### 1 Interpretation

The headings of the clauses in this Agreement are for purposes of convenience and reference only and shall not be used in the interpretation, nor modify or amplify the terms of this Agreement nor any clause hereof. Unless a contrary intention appears-

##### 1.1 Words importing-

**1.1.1** any one gender includes the other gender;

**1.1.2** the singular includes the plural and *vice versa*; and

**1.1.3** a natural person includes juristic persons (corporate or unincorporated) and *vice versa*.

**1.2** A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

**1.3** References to clauses, and annexures are to the clauses and annexures of this Agreement; references to paragraphs are to paragraphs of the relevant annexures to this Agreement.

**1.4** If any provision in a definition is a substantive provision conferring rights or

imposing obligations on any Party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of the Agreement.

**1.5** When any number of days is prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day is not a business day, in which case the last day shall be the next succeeding business day.

**1.6** The expiration or termination of this Agreement shall not affect such of the provisions of this Agreement as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.

#### 2 Definitions

The definitions and rules of interpretation in this clause apply in this agreement:-

**2.1 "Agreement"** means this telecommunications services agreement and any schedules and annexures thereto;

**2.2 "Confidential Information"** means information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information by a Party, or information which the receiving Party knows or reasonably should have known is of a proprietary or confidential nature including **Intellectual Property Rights** ;

**2.3 "Effective Date"** means the date of activation of the Service;

**2.4 "ICASA"** means the Independent Communications Authority of South Africa;

**2.5 "Intellectual Property Rights"** means all the rights in and to intellectual property including (without limitation) the rights in and to trademarks, service marks, trade names, domain names, logos, get-up, patents, provisional patents, inventions (whether patentable or not), know-how (including confidential industrial and commercial information and techniques in any form), utility models, registered and unregistered design rights, copyright, semi-conductor topography rights, database rights, rights in respect of any new or existing compilation of any data or information not covered under any existing copyright, any structured analysis, reports, application and any resulting know-how, use or any other results originating or following from or as a consequence of data being made available in respect of any of the aforementioned or part thereof, and all similar proprietary rights which may subsist in any part of the world including, where such rights are obtained or enhanced by registration, any registration of such rights and applications and rights to apply for such registrations, as well as any Confidential Information or processes relating to that subject

matter;

**2.6 "Party"** means either the Service Provider or the Customer, and "**Parties**" means both the Service Provider and the Customer;

**2.7 "Products and Services"** means the items selected in the **Service Application**;

**2.8 "Schedule of Fees"** means **PART E of the Service Application**;

**2.9 "Service Levels"** means a quantitative or qualitative level of service specified in **PART E of the Service Application** as to which the Service Provider's performance of the Services must conform and is a standard for performance of the Services; and

**2.10 "Virus"** means a device or thing (including any software, code, file or programme) which may prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, Trojan horses, viruses and other similar things or devices.

#### 3 Products, services and standards

**3.1** The Service Provider agrees to provide the Products and Services set out in the Service Application.

**3.2** The Service Provider reserves the right to control, direct and establish technical procedures for the use of the Products and Services and the Customer agrees to follow the reasonable instructions and procedures of the Provider with respect to the use thereof.

**3.3** The Service Provider may make operational changes to the Products and Services.

**3.4** The Customer shall ensure at all times that its use of the Products and Services, including its connection of any apparatus to any network used to deliver the Services is in accordance with all applicable telecommunications, data protection and other laws, licences and regulations.

**3.5** The Service Provider warrants that it has the necessary consents, licences or agreements required for the provision of the Services, including in terms of the ECTA and ICASA.

**3.6** The Customer shall be responsible for obtaining and maintaining the Customer's own facilities, being all electrical supply (240 volt); equipment and communications lines required by the Customer for its use of the Products and Services ("Facilities").

**3.7** The Service Provider shall at a minimum perform the Services in accordance with the Service Levels as set out in **PART E of the Service Application**, provided by the Service Levels are verified by independent means including a speed test from broadband speed ([www.speedtest.net](http://www.speedtest.net)) or the softwarebased

Mean Opinion Score (MOS) test (3.25) for VoIP quality and in accordance with the **Infraplex Speed Test Procedure** as more fully detailed in the **Helpdesk Procedure**.

**3.8** The Service Provider shall use commercially reasonable endeavours to remedy any failure to meet the Service Levels.

**3.9** In the event Service Levels are not met, the Customer may invoke the Helpdesk Procedure in addition to the other remedies the Customer may have under this Agreement.

#### 4 Costs and charges

**4.1** The Service Provider shall charge the Products and the Services in accordance with **PART E of the Service Application**.

**4.2** The Service Provider will render, measure, and provide support in respect usage of Products and Services in accordance with the Service Provider's Acceptable Usage Policy ("AUP") and Data Protection Policy available at [www.infraplex.net/aup](http://www.infraplex.net/aup) and **Helpdesk Procedure / FAQs [or by way of support@infraplex.net or call our helpdesk between 08:00 & 21:00 on 086 999 0345], which policies are incorporated herein by reference and accordingly binding on the Customer.**

**4.3** The charges for the Services and the Products will be invoiced: –

**4.3.2** for the supply and delivery of Product and installation on presentation of an invoice and payable in advance to secure installation and/or activation of Services;

**4.3.3** for monthly service charges monthly in advance and of all other charges, monthly in arrears, in either event in full, on the agreed payment date otherwise in writing and notwithstanding the agreed date, payment must be received by the Service Provider within 3 days after the date of the invoice. All payments due to the Service Provider shall be made by the Subscriber by direct debit as have been agreed to in writing during the application process.

##### 4.3.4

**4.4** The Customer will pay or reimburse the Service Provider for any and all sales

and use taxes, duties or levies imposed by any authority, government, or government agency (other than the property taxes and taxes levied on the Service Provider's net income) in connection with the Products and Services provided herein.

**4.5** The customer acknowledges that the equipment used to provide this service is and will remain the property of Infraplex (Pty) Ltd. The equipment is provided to the customer for the duration of this contract and will be returned upon termination of this contract in the same condition as equipment was installed.

The Customer agrees to pay all charges for maintenance and other service activities, and to pay for loss or damages to the Products caused by use of the Products and Services for purposes other than those for which they were designed; failing to maintain a suitable operating environment as set out in **PART C of the Service Application**.

**4.6** Where applicable, should the Customer exceed the monthly data allocations to the Customer account, when buying a fixed amount of data, the Customer shall be liable, on demand, to make payment of the data usage over and above that allocated to the Customer in terms of this Agreement. The Customer shall be entitled to purchase top up data, however, the Service Provider may at its sole discretion limit the Customer top up data and/or usage which is in excess of the aforesaid Acceptable Usage Policy determined by the Service Provider, from time to time at its sole discretion.

**4.7** The Service Provider reserves the right to charge an early cancellation penalty as more fully detailed in clause 13.

**4.8** The Service Provider reserves its right to cap off-net (internet) and on-net (Service Provider to Service Provider) traffic as per its capping limits applicable from time to time. In the event of the Customer account being capped, the Service Provider reserves the right to charge the Subscriber for every gigabyte (or part thereof) utilized over and above the cap limit, which amount shall be payable by the Customer on receipt of an invoice.

**4.9** Service Provider reserves the right to require the Customer to effect payment of any applicable reconnection charges pursuant to the restoration of Services suspended as a consequence of a breach. If the Customer's access to the Services is suspended, the Customer shall still be liable for the monthly service charges during any such period of suspension.

**4.10** If the Customer migrates from one package option to another, the Service Provider may vary the amount of a discretionary subsidy based on the amount that would have been applicable if the Customer had first chosen the package option to which the Customer is changing to.

**4.11** In the event of the Customer failing to effect payment of any amount owing by it to the Service Provider on due date, then without derogating from the Service Provider's rights in terms of clause 13, the Customer shall be liable to effect payment of interest to the Service Provider on the amount so owing at the prime interest rate as published from time to time plus 2% (two percent), compounded monthly, from due date to date of payment in full.

## **5 Title, ownership and services personal**

**5.1** The Service Provider hereby grants and the Customer hereby accepts a nonexclusive non-transferable license to use the Products for the term of the Agreement, and the Customer hereby acknowledges that the Customer has no right, title or interest in the Products other than granted hereunder, and that title to the Products and Services used hereunder shall at all times remain with the Service Provider.

**5.2** The Customer shall not be entitled to share the Services with a third party, or otherwise permit the Services to be shared or used by the third parties.

## **6 Software**

**6.1** The Service Provider hereby grants to the Customer and the Customer hereby accepts a non-exclusive and non-transferable license to use the Software resident or embedded in any Products, for the sole purpose of enabling the Customer to obtain the Service Provider's Services.

**6.2** In relation to such Software, the Customer undertakes that:

**6.2.1** he will not allow or suffer the Services to be used by unauthorised users unless the Service Provider's prior consent is obtained;

**6.2.2** he shall keep a secure password for his use of the Services;

**6.2.3** he shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:

**6.2.3.1** is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; and

**6.2.3.2** the Service Provider reserves the right to disable the Customer's access to any Services material that breaches the provisions of this clause.

**6.2.4** he will not attempt to copy, modify, duplicate, create derivative works from,

frame, mirror, re-publish, download, display, transmit, or distribute all or any portion of the Software (as applicable) in any form or media or by any means; or attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; unless: it is permissible under any applicable law which is incapable of exclusion by agreement between the Parties or permitted under this Agreement;

**6.2.5** he shall prevent any unauthorised access to, or use of, the Services and,

in the event of any such unauthorised access or use, shall promptly notify the Service Provider.

## **7. Modifications**

**7.1** The Customer agrees not to modify, alter, repair, attempt to repair, or in any way to tamper with the Products and Services provided to the Customer without the express written consent of the Service Provider ("Modification").

**7.2** In the event of such Modification, the Service Provider shall be completely released from any liability or obligation (including any warranty or

indemnity obligation) for any costs or damages incurred by the Service Provider (including damage to the Service Provider network) caused by such Modification.

## **8 Site Description and facilities**

**8.1** The Customer shall, at its own expense, provide all necessary site alterations, electrical supply (240 volt) and other preparations required to comply with the Service Provider's installation and maintenance specifications as set out in the **PART C of the Service Application**.

**8.2** The Customer will permit reasonable access to the Customer's premises, during its normal business hours, for the purpose of installation, inspection, maintenance, service, repair, replacement, relocation and removal of Products and Services and for the purpose of performing any acts contemplated by this Agreement and warrants that he/she has all necessary approvals and/or permissions in respect of the premises for the aforesaid purposes.

**8.3** The Service Provider shall provide all cabling for the connection of power, and for connection of cable for the Service Provider supplied Products and Services.

**8.4** Notwithstanding that certain Equipment may be attached or affixed to any part of the structure on the Customer's premises, for so long as this Agreement endures, all Equipment shall be considered movable and shall not accede to the Customer's premises.

**8.5** To the extent that the Customer is not the owner of the premises in or on which the Equipment is installed/kept, the Customer shall, immediately, inform any landlord, in writing, that the Equipment is owned by the Service Provider and is not capable of attachment in satisfaction of any debt owing by the Customer to its landlord.

## **9 Warranties**

**9.1** The Service Provider warrants that all Products and Services provided will be in good working order on the day installed, and certified by the Service Provider ready for use, and that they will conform to the Service Provider's service specifications.

**9.2** Thereafter, the Service Provider will make such adjustments, repairs, and parts replacement necessary to maintain the Products and Services in working order pursuant to the Service Provider's specifications.

**9.3** The express warranties contained in this agreement are in lieu of all other warranties, representations and guarantees of any kind by the Service Provider. Except as expressly set forth in this agreement, all products, services and other materials (if any) are furnished by the Service Provider and accepted by the Customer "as is". All other warranties, whether statutory, express or implied, are specifically excluded and disclaimed by the Service Provider.

**9.4** The Service Provider does not warrant that the Products, Services or any other materials provided hereunder will meet the Customer's requirements or that they or their access or use will be uninterrupted, error free, or completely secure, except as expressly provided in this clause. It being recorded and understood that in certain circumstances, as may be determined by the Customer's **Site environment and facilities, the Services may be subject to the performance of third parties.**

**9.5** In all situations involving performance or non-performance of Products and Services furnished under this Agreement, the Customer's sole remedy is adjustment or repair of the Products and Services provided the Customer complies Helpdesk / Support procedure as per clause 4.2 above.

## **10 Limitation of liability**

**10.1** The Parties agree that, in the event of a breach of any of the provisions of this Agreement, the defaulting Party shall be liable to the other Party for all losses which constitute direct and/or general damages.

**10.2** Neither Party shall be liable to the other for any losses which constitute indirect, special or consequential damages.

**10.3** For the avoidance of doubt, the Service Provider is not liable to the Customer or any of the Customer's customers for any act or omission of any other entity supplying products or services which are required by the Customer to use the Service, nor will the Service Provider be liable for any damage or losses due to the fault or negligence of the Customer, or for the failure of any products or services provided by the Customer.

## **11 Indemnities**

**11.1** If promptly notified in writing of any action brought against the Customer based on a claim that the Service Provider's Products used by the Customer infringe an Intellectual Property Right, the Service Provider will defend such action at its expense and will pay any and all fees, or damages that may be finally awarded in such action and/or resulting settlement thereof.

**11.2** The Service Provider will, at its option, either: at its expense, procure the right for the Customer to continue using the Products; or direct the Customer to return such Products to the Service Provider at the Service Provider's expense at which point the Service Provider shall supply comparable products.

## **12 Product maintenance**

**12.1** If so required by the Customer, the Service Provider will support and maintain all Products supplied pursuant to this Agreement in accordance with the **Helpdesk Procedure**. The Customer may not, nor may it permit others to, rearrange, disconnect, remove, or attempt to repair any Products furnished by the Service Provider except upon written consent of the Service Provider.

**12.2** The Service Provider may at any time, without notice to the Customer and

in any manner whatsoever, suspend the Customer access to the Services, if any modification, maintenance or remedial work is required to be undertaken.

**12.3** Notwithstanding the above, the Service Provider will endeavour to inform

the Customer timeously, in the event of planned maintenance

### **13 Term and termination**

**13.1** This Agreement shall commence on the Effective Date and shall continue on a month to month basis, or for a period of **24 months**, as dictated by the Customer selection on the **PART E of the Service Application**. In the event of a fixed term duration, the Agreement shall on the expiry of the fixed term, continue indefinitely thereafter on a month to month basis until or unless terminated by either Party giving to the other not less than **a full calendar month** (ie notice period commencing on the first day of the month) prior written notice, subject always to prior termination as provided for in this clause 13. All equipment need to be returned to Infraplex (Pty) Ltd within 10 days of cancellation notice. If equipment is not returned within this period, the customer will be invoiced for the full replacement value of the equipment.

**13.2** Without prejudice to any other rights or remedies to which the Parties may

be entitled, either Party may terminate this Agreement without liability to the other if the other Party commits a breach of any of the material terms of this Agreement and fails to remedy that breach within **20 days** of that Party being notified in writing of the breach; or the Customer, within a 12 (twelve) month period calculated from a notice of breach, receives a further 2 (two) notices of breach; or if the Customer is sequestered, liquidated or placed under judicial management or business rescue, irrespective of whether any of the aforesaid are provisional or final; or voluntary or compulsory.

**13.3** Upon expiry or termination (for whatever reason) of this Agreement the Service Provider shall be entitled to take possession of any Products and suspend the Services (including during the breach period afforded in terms of 13.2).

**13.4** In the event that the Customer intends terminating the Agreement before the expiry date, he/she may do so by giving the supplier 20 business days'

notice in writing or other recorded manner and form, as per 13.1.

**13.5** Pursuant to such early termination, the Customer remains liable to the Service Provider for any amounts owed to the Service Provider in terms of the Agreement up to the date of cancellation; and the Service Provider may impose a reasonable cancellation penalty with respect to any goods supplied, services provided, or discounts granted, to the Customer in contemplation of the Agreement enduring for its intended fixed term.

**13.6** The reasonable cancellation penalty shall take into account:

**13.6.1** the amount which the Customer is still liable for to the Service Provider up to the date of cancellation;

**13.6.2** the value of the transaction up to cancellation;

**13.6.3** the value of the goods which will remain in the possession of the Service Provider

after cancellation;

**13.6.4** all equipment with be returned to the Service Provider upon cancellation within 10 days.

**13.6.5** the duration of the Agreement as initially agreed;

**13.6.6** losses suffered or benefits accrued (eg waiver of installation fees) by Customer as a result of the Customer entering into the Agreement;

**13.6.7** the nature of the goods or services that were reserved or booked;

**13.6.8** the length of notice of cancellation provided by the Customer; and

**13.6.9** the general practice of the relevant industry.

**13.7** Notwithstanding the factors above, the Service Provider may not charge a

charge which would have the effect of negating the consumer's right to cancel a fixed term consumer agreement

### **14 Data privacy and protection**

**14.1** Each Party's data shall be and remain the property of that Party and its affiliates. Neither Party shall divulge the data of the other Party to third parties (unless provided otherwise in this Agreement) and a Party shall use the data of the other Party only for purposes of this Agreement and in accordance with Data Privacy and Protection Policy.

**14.2** Notwithstanding the Data Privacy and Protection Policy and without derogating from the rights afforded to the Customer in terms thereof, the Customer acknowledges that, for the purposes of making credit risk management decisions and preventing fraud, the Customer consents to and hereby warrants that the Service Provider is entitled to –

**14.2.1** carry out a credit enquiry on the Customer and the sole proprietor, partners, members/directors/trustees/shareholders of the Customer from time to time with one or more credit bureaus, credit information agents, credit insurance companies or other creditors (trade references) of the Customer;

**14.2.2** the Service Provider may transmit details to credit bureaus, credit information agents, credit insurance companies or other creditors of the Customer as to how the Customer has performed in meeting its obligations in terms of the Service Application and agreement;

**14.2.3** if the Customer fails to meet its commitments to the Service Provider, the

Service Provider may record the Customer's non-performance with credit bureaus, credit information agents, credit insurance companies or other

creditors of the Customer;

**14.2.4** such information may be retained for periods as stipulated in any applicable law.

**14.3** RICA is applicable to certain of the Services and Equipment and you in terms

of this Agreement and:

**14.3.1** in terms of RICA, the Service Provider is required to be satisfied as to your

identity which includes obtaining a copy of the information requested in **Part D of the Service Application**;

**14.3.2** Service Provider will not activate the Services until all your details as required by RICA have been properly registered;

**14.3.3** Service Provider may be required to disclose the information relating to you

in accordance with RICA, to a law enforcement officer on receipt of a directive issued in terms of RICA;

**14.3.4** you must immediately report any loss, theft or destruction of any SIM Card

and/or Equipment to the police, otherwise you will be committing an offence and will be liable to a fine or imprisonment; and

**14.3.5** if you transfer any SIM Card to another person (other than a family member

or a dependant of yours) then you must register the details of that person with Service Provider under RICA or you will be liable to a fine or imprisonment.

### **15 Force majeure**

The Service Provider shall have no liability to the Customer under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Service Provider or any other party), failure of a utility service or transport or telecommunications network, an act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of Service Providers or subcontractors, provided that the Customer is notified of such an event and its expected duration.

### **16 Waiver**

**16.1** A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the Party to whom the waiver is addressed and to the circumstances for which it is given.

**16.2** Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

### **17 Severance**

**17.1** If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

**17.2** If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the Parties.

### **18 Entire agreement**

**18.1** This Agreement, and any documents referred to in it, constitute the whole agreement between the Parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

**18.2** Each of the Parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

### **19 Assignment**

**19.1** The Customer shall not, without the prior written consent of the Service Provider, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

**19.2** The Service Provider may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

### **20 Notices**

Each of the Parties chooses their respective addresses set forth on the first page of this Agreement, for the purposes of giving any notice, the payment of any sum, the serving of any process and for any other purposes arising from this Agreement.

### **21 Governing law and disputes**

**21.1** This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of South Africa.

**21.2** You agree and understand that any dispute arising from the Agreement shall be referred to Service Provider for attempted resolution in accordance with the AUP and any code of conduct.

**21.3** Despite the above, you can refer any unresolved dispute to the National Consumer Commission established under the CPA or to ICASA.

**22 Execution**

**22.1** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same agreement as at the date of signature of the Party that signs its counterpart last in time.

**22.2** Alternatively, this Agreement is concluded between the Parties by means of a data message/s as contemplated in terms of the ECTA. As such the Customer acknowledges that the acceptance of the Agreement may be evidenced by an expression of intent or other statement in the form of a data message; or by other means from which such person's intent or other statement can be inferred.

**23 Confidentiality and Intellectual Property**

**23.1** All right, title, and interest in and to the Service, Content and Infraplex Technology, and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, that are provided or used by Infraplex in connection with the Service or that otherwise comprise or relate to the Service, and all related patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world, are and will remain the property of Infraplex.

**23.2** In connection with your access and use of the Service, you acknowledge and agree that the Service is and contains information proprietary to Infraplex ("Confidential Information") and agree not to access or use any Confidential Information other than as necessary to exercise your rights or perform your obligations under and in accordance with this Agreement, or disclose any such Confidential Information except to your employees, consultants and advisors who are legally bound to maintain the confidentiality of the Service and such related information.