

Internet Presence

Let the whole world know about your business

Wireless
3G/HSDPA
24 Months Contract

Branch: **Boksburg** | Tel: **082 642 2642** | Fax: **086 675 9978** | admin@internetpresence.co.za

Username: Hint Question:
 Password: Hint Answer:

Language: Afr | Eng Company Name:
 Title: Name: Surname:
 ID/Co. Reg. no: VAT Reg:

Postal Address: Tel:
 Address: Fax:
 City: Other (h):
 Province: Cell (h):
 Code: Email:

Physical Address (if not the same as above):
 Address: City:
 Province: Code:

Debit order Account Holder Name:
 Bank name: Account type: cheque | Savings | Transmission
 Branch name: Branch code: Account nr.

Credit card Name on card: Master | Visa | Diners
 Card no: Expiry date: Verification digits:

Broadband Connection

Product	Included	Products include the following	Setup	pm
Data Mesenger Plus	40MB		R175	R85 <input type="checkbox"/>
Vodafone 3G/HSDPA 600	300MB	3G HSDPA GSM mobile dialup connection Vodafone PCMCIA card or USB modem Control panel self-help 1 @lantic branded e-Mail boxes (10MB personal mail space) 2 Domain e-Mail alias forwards (Forward mail to another email box) Anti-virus / Spam filtering on mail accounts (Server level) Web mail (Access to mail via the web) 1 Fax2mail number Normal cell phone calls can be made with the SIM cards. Normal cell phone rates apply when making a call. Out of bundle data usage and voice calls will be billed monthly in arrears. This product is not hard capped. Please note in some areas only GPRS or EDGE are available. All 3G connections are subject to network QOS – Quality of service.	R175	R159 <input type="checkbox"/>
Vodafone 3G/HSDPA 600	600MB		R175	R249 <input type="checkbox"/>
Vodafone 3G/HSDPA One	1.2GB		R175	R349 <input type="checkbox"/>
Vodafone 3G/HSDPA Two	2.3GB		R175	R449 <input type="checkbox"/>
Vodafone 3G/HSDPA Three	3GB		R175	R649 <input type="checkbox"/>
Vodafone 3G/HSDPA Five	5GB		R175	R1049 <input type="checkbox"/>
Vodafone 3G/HSDPA Ten	10GB		R175	R2049 <input type="checkbox"/>

IMPORTANT: PLEASE SELECT PREFERRED HARDWARE DEVICE BELOW

		Once off
Victory 301USB	Victory 301 HSDPA/HSUPA/3G 7.2Mbps USB MODEM with MicroSD slot	R540 <input type="checkbox"/>
VKOM 401W	VKOM 3G WiFi Modem Router Hotspot	R1425 <input type="checkbox"/>

Vodafone Product Specific Terms & Conditions:

Tariffs based on volume of data used for sending and receiving. Use bundled bytes within 30 days. Unused data will be forfeited. Once you have used up your bundle, the applicable out of bundle rate will apply. SMS messages are charged at standard rates. Data transfer rates are not guaranteed and are dependent on network availability and utilisation. A compatible device is required to use the 3G HSDPA service. One unit equals one byte. Out of bundle pricing is rounded up to the nearest cent. Tariffs do not apply to data roaming. Voice calls and other services will be billed separately and is not included in data bundles.

Disclaimer

The software accompanying the Vodafone Mobile Connect Card includes a usage counter, aimed at giving an indication of the 3G and GPRS data (MB) that has been consumed during the use of the Vodafone Mobile Connect Card.

The usage counter gives as accurate a reflection of data usage as possible, but accuracy can not be guaranteed. It should be seen as being indicative of total use during a given month only. There are a number of occurrences and factors that could influence the accuracy of the usage counter. These include but are not limited to:

1. You manually reset the usage counters in the software
2. You reinstall the software at any point after initial usage
3. You take the card, insert in another laptop and install the software
4. You use the Vodafone Mobile Connect Card and software in multiple laptops or devices
5. You connect via any means other than the "Connect" button in the dashboard
6. You close your laptop (closing screen) without pressing disconnect
7. You exit the dashboard by clicking on the exit (x) button
8. You disconnect in any way other than using the "disconnect" button
9. You remove the SIM card from the Vodafone Mobile Connect Card

@lantic will not accept any responsibility or liability for inaccurate indications of data usage in the software and any possible discrepancies between the usage counter and actual data usage that the customer will be billed for.

ATLANTIC INTERNET TERMS AND CONDITIONS FOR THE STANDARD 24 MONTH CONTRACT

PART I : SUBSCRIBER AGREEMENT

1. **SUBSCRIBER AGREEMENT FORM**
In this Agreement unless the context clearly indicates a contrary intention, the words herein below defined shall have the meanings assigned to them, and similar expressions shall bear corresponding meanings:
- 1.1 "activation" means the enabling of a SIM card by Atlantic Internet to operate on the network in terms of this Agreement;
- 1.2 "Agreement" means the Schedule and these terms and conditions in Part I and where applicable, Part II;
- 1.3 "charges" means the connection charges, monthly service charges, usage charges and any other charges pertaining to the provision of network services, SIM cards and other services howsoever described, by Atlantic Internet to the Subscriber as detailed in the price list from time to time;
- 1.4 "connection charge" means the charge levied by Atlantic Internet on the Subscriber and connection for activating the Subscriber's SIM card;
- 1.5 "GSM" means Global System for Mobile Communications as defined in the European Technical Standards Institute structure of specialisations;
- 1.6 "initial period" means a period of 24 (Twenty Four) successive months commencing from the date of activation which date shall be set out in the first bill sent to the Subscriber;
- 1.7 "installation" means the installation of terminal equipment in a vehicle or other location specified by the Subscriber in an order;
- 1.8 "insurance charges" means the premiums payable for the insurance of the terminal equipment and, if applicable, related risks from time to time which insurance applies as per the election of the Subscriber set out in the Schedule and which charge is not included in the monthly service charge;
- 1.9 "a month" shall mean a period that commences at 0h00 on a particular day (determined by Atlantic Internet from time to time) of a calendar month and shall endure until 0h00 on the same day of the following calendar month;
- 1.10 "monthly service charges" means the monthly charge levied by Atlantic Internet in consideration for the Subscriber's access to and use of the network services as detailed in a price list from time to time;
- 1.11 "Atlantic Internet" means Atlantic Internet (Pty) Ltd of 209 Lynnwood Rd Brooklyn 0181 Pretoria;
- 1.12 "Atlantic Internet 's premises" means the offices of Atlantic Internet at the address set out in the Schedule and/or in clause 11.1 but specifically excludes the branch offices of Atlantic Internet and the offices of any agent or intermediary acting on behalf of Atlantic Internet or any other party;
- 1.13 "MSISDN" means the Mobile Station International Subscriber Directory Number (otherwise known as the mobile telephone number) programmed into each SIM card;
- 1.14 "network" means the cellular telephone system operated by the operator;
- 1.15 "network services" means the GSM Telecommunications Network Service including value added services, made accessible to the Subscriber by Atlantic Internet in terms of this Agreement;
- 1.16 "operator" means Vodacom (Pty) Ltd, its successors or assignees or any other licensed cellular operator in South Africa which network services Atlantic Internet undertakes to procure to make available to the Subscriber;
- 1.17 "order" means an order placed by a Subscriber to Atlantic Internet as per the Schedule or in any other form approved by Atlantic Internet for the provision and/or installation of terminal equipment, SIM cards and/or use of the network services;
- 1.18 "package option" means any one of the tariff plans under which the network services are made accessible to Subscribers which tariff plans are set out in the price list and vary according to the rate of usage charges, value added services included and other variables determined by Atlantic Internet for the operator from time to time, but subject to the requirements, conditions and/or approvals of the regulatory authority, where applicable;
- 1.19 "price list" means the schedule on which the charges levied by Atlantic Internet as approved or determined by the operator are recorded as amended from time to time which price list is available on request from Atlantic Internet;
- 1.20 "the Schedule" means the order or application form section of this Agreement and to which these terms and conditions are attached or printed overleaf;
- 1.21 "SIM card" means a Subscriber Identity Module incorporating an ICC and MSISDN which, when activated by Atlantic Internet, provides a Subscriber using compatible terminal equipment with access to the network services;
- 1.22 "Subscriber" means that party whose particulars appear on the Schedule;
- 1.23 "terminal equipment" means a GSM terminal and accessories thereto utilised by the Subscriber to send and/or receive messages conveyed by the network;

- 1.24 usage charges" means the charges charged by Atlantic Internet to the Subscriber for recorded usage of the network services, as published in the price list from time to time;
- 1.25 "value added services" means the secondary services designated as such by Atlantic Internet, any other cellular service provider or the operator which are part of the network services except that they may be provided only to Subscribers under certain package options to the exclusion of other Subscribers, or may be provided at additional charges and may be introduced or withdrawn by Atlantic Internet or any other service provider or the operator at its discretion from time to time;
- 1.26 "LCR" means a Least Cost Routing device which operates in conjunction with the Subscriber's landline, PABX or switchboard which device routes landline telephone calls through the GSM telecommunications network services.
2. **COMMENCEMENT AND TERMINATION**
- 2.1 This contract shall be for an initial period of 24 months, calculated from the date of activation. The contract will continue in force automatically thereafter on a 24 month basis unless the Subscriber gives not less than 30 (Thirty) days and no more than 90 (Ninety) days written notice of termination before the end of the current 24 month cycle. Should the Subscriber give notice less than 90 (Ninety) days before the end of the current cycle, Atlantic Internet reserves the right to charge a termination fee.
- 2.1.1 by Atlantic Internet forthwith on written notice to the Subscriber in the event of the sub-licence issued by the operator in terms of which Atlantic Internet is authorised and empowered to give the Subscriber access to the network services being terminated for whatsoever reason.
- 2.2 Notwithstanding the use of agents or other intermediaries by Atlantic Internet, the order by the Subscriber is an offer made by the Subscriber to Atlantic Internet and will be considered once received by Atlantic Internet at Atlantic Internet premises. Atlantic Internet acceptance of the offer (if it does accept) shall consist of the activation of the SIM card as contemplated in and upon which activation this Agreement shall become binding between Atlantic Internet and the Subscriber whether or not the Subscriber was notified of the acceptance of the offer. The Subscriber hereby expressly dispenses with notification of acceptance of the offer by Atlantic Internet.
- 2.3 If any SIM card is supplied to the Subscriber and activated at any time pursuant to the execution of a further agreement between Atlantic Internet and such Subscriber then such SIM card shall be governed by the terms and conditions of such later agreement.
3. **SUPPLY OF SIM CARDS, INSTALLATION AND NETWORK SERVICES**
- 3.1 The order placed by the Subscriber on Atlantic Internet is subject to the approval of Atlantic Internet in their sole discretion. If Atlantic Internet does not approve the order, it shall not be under any obligation to the Subscriber to give reasons for its decision.
- 3.2 Atlantic Internet shall utilise its best endeavours to promptly comply with any supply and/or delivery and/or installation requirements recorded in the order, but shall not be liable to the Subscriber in the event that such supply and/or delivery and/or installation is delayed or cancelled, for whatsoever reason. Atlantic Internet may in its discretion refer the Subscriber to a third party who may undertake the installation in its own name for and on behalf and not as an agent of Atlantic Internet. The Subscriber waives all and any claims from whatsoever cause arising against Atlantic Internet y or any other party arising out of the provision of cellular services.
- 3.3 The Subscriber shall be responsible for obtaining all necessary approval and authorities imposed by any competent authority and required for the purpose of any such supply and/or delivery and/or installation, and the Subscriber hereby indemnifies Atlantic Internet against any claim or liability suffered by Atlantic Internet by reason of such approval and authorities not having been obtained. The Subscriber waives all and any claims against Atlantic Internet arising out of the conclusion of this Agreement.
- 3.4 All risk in and to SIM cards supplied and delivered by Atlantic Internet to the Subscriber shall pass to the Subscriber on delivery.
- 3.5 If a SIM card is lost, stolen or damaged, the Subscriber shall immediately notify Atlantic Internet in writing and until such notification, the Subscriber shall remain liable for all costs and charges pertaining to such SIM card. Atlantic Internet shall as soon as reasonably possible issue to the Subscriber a replacement SIM card and may, in its discretion, require the Subscriber to effect payment of a reasonable charge in respect of the cost of issuing such replacement. Such loss, theft or damage and/or the issue of a replacement SIM card and/or the allocation of a new MSISDN for any reason shall in no way be deemed to constitute a termination of this Agreement which shall continue to be of full force and effect.
- 3.6 The Subscriber hereby warrants and undertakes in favour of Atlantic Internet that the Subscriber:
- 3.6.1 shall not use nor allow the network services to be used for any improper, immoral or unlawful purposes nor in any way which may cause injury or damage to persons or property or an impairment or interruption to the network services;
- 3.6.2 shall only use terminal equipment approved by Atlantic Internet and comply with all relevant legislation and regulations imposed by any competent authority and all directives issued by Atlantic Internet relating to the use of terminal equipment network services and SIM cards;
- 3.6.3 recognise that no right, title or interest in the software, the MSISDN or the ICC contained in each SIM card issued to the Subscriber vests in the Subscriber;
- 3.6.4 shall not permit any third party to reverse engineer, decompile, modify or tamper with the software, the MSISDN or the ICC contained in or pertaining to any SIM card.
- 3.7 The availability of value added services, whether for free or in circumstances where a subscription fee is charged, is subject to the discretion of Atlantic Internet and may be charged for or withdrawn at any time by Atlantic Internet and in their sole discretion. In the event that Atlantic Internet withdraw any value added service for which a subscription fee is charged, no further subscription fee will be charged for the period after the withdrawal of the value added service concerned. Where the Subscriber subscribes to a package option that includes provision of value added services free of charge, Atlantic Internet shall be entitled, in its sole discretion and without notice to the Subscriber to vary, discontinue or substitute any such value added service without reducing any of the monthly service charges or providing any refund unless it determines in its sole discretion to do so.
- 3.8 Notwithstanding its activation the SIM card shall be barred from making calls to and from any place outside the Republic of South Africa (international calls and international roaming) and will only be unbarred for a specified period on written request by the Subscriber submitted to Atlantic Internet at least 5 (Five) working days before the specified date of unbarring and in the form as may be prescribed by Atlantic Internet from time to time. Atlantic Internet reserve the right to refuse to unbar the SIM card as contemplated herein without furnishing reasons there for, and may in their discretion require the Subscriber to first provide a security deposit in the amount determined by Atlantic Internet in their discretion before the SIM card is unbarred.
4. **CHARGES**

4.1	In consideration for the provision of the network services, SIM cards and any other services supplied by Atlantic Internet to the Subscriber, the Subscriber shall effect payment to Atlantic Internet of the applicable charges as detailed in the price list, and whether or not the network services have been or are being utilised by the Subscriber.	6.4	such loss or damage was caused by any negligent act or omission on the part of Atlantic Internet, its employees or its agents, its employees or its agents.
4.2	Atlantic Internet may, by written notice to the Subscriber vary future charges either in whole or in part, with effect from the date specified in such notice.	7.	BREACH
4.3	The Subscriber shall effect payment to Atlantic Internet into the following account: (details to be supplied) unless otherwise agreed in writing by Atlantic Internet:	7.1	In the event that the Subscriber breaches any term of this Agreement, or any warranty given by it hereunder, or fails to fulfil any obligation resting upon the Subscriber including a failure to pay any amount owing to Atlantic Internet on due date, then without prejudice to Atlantic Internet other rights in terms of this Agreement or the common law, Atlantic Internet may forthwith and without notice to the Subscriber, either terminate this Agreement, or call for specific performance of all the Subscriber's obligations and immediate payment of all sums of money owing by the Subscriber, whether or not then due. Notwithstanding the foregoing, and pending Atlantic Internet's election in terms of this clause, Atlantic Internet shall not be obliged to perform any of their obligations under this Agreement and the Subscriber shall remain liable for the payment of all amounts owing by the Subscriber in terms of this Agreement, whether or not such amounts are then due.
4.3.1	for the supply and delivery of terminal equipment, installation and SIM cards in full on presentation of invoice and against such delivery;	7.2	Atlantic Internet shall be entitled forthwith without notice, to terminate this Agreement in the event that the Subscriber is sequestered, liquidated, or placed under judicial management, whether provisionally or finally, and whether voluntarily or compulsory.
4.3.2	of monthly service charges and insurance charges, if applicable, monthly in advance and of all other charges monthly in arrears in either event in full, within 21 (Twenty One) days from the date of the relevant invoice;	7.3	Without detracting from any of the other provisions of this clause 7, in the event of a breach of any provisions of this Agreement or the Subscriber prematurely terminating this Agreement and Atlantic Internet electing to cancel same, the Subscriber shall be liable to effect payment to Atlantic Internet of all the monthly service charges which would have been payable to the operator in respect of the remainder of the period of this Agreement.
4.3.3	the Subscriber's bankers or other intermediaries shall act as the Subscriber's agent and the Subscriber shall have discharged its obligation only upon payment being received in the said account.	7.4	The Subscriber will be entitled to refer any dispute between the Subscriber and Atlantic Internet relating to the availability of the network services, to any telecommunications representative who may be appointed as such by the Director General Communications or his successor in title, the South African Telecommunications Regulatory Authority, or any successor thereof.
4.4	Notwithstanding the provisions of clause 4.3 Atlantic Internet may at any time on reasonable written notice to the Subscriber vary its invoicing and payment procedures and requirements.	8.	ARBITRATION
4.5	In the event that Atlantic Internet requires payment for the services provided to the Subscriber to be made by debit order, the Subscriber will commit a breach of this Agreement if the Subscriber:	8.	Should any dispute arise between Atlantic Internet and the Subscriber from the terms of this Agreement of any suspension or termination thereof such dispute shall be referred to arbitration by an arbitrator by the parties or failing agreement thereon by the President for the time being of the Cape Law Society or its successor whose decision shall be final and binding on the parties. Such arbitration shall be conducted as informally and as inexpensively as possible at any venue in Durban selected by the arbitrator and otherwise in accordance with the provisions of the arbitration Act 1965 as amended.
4.5.1	cancel any such debit order without the written consent of Atlantic Internet;	9.	INSURANCE
4.5.2	change his banking details upon which the debit order relies without giving Atlantic Internet prior notification of such change and providing Atlantic Internet with the Subscriber's new banking details. The Subscriber hereby authorises Atlantic Internet to debit any bank account held by the Subscriber for the costs owed by the Subscriber in terms of this Agreement.	9.1	The Subscriber is responsible for insuring the equipment at replacement value. Such value will be provided by Atlantic Internet on request.
4.6	The monthly statement ("bill") shall be sent by Atlantic Internet to the Subscriber at the address supplied by the Subscriber in the Schedule or in writing to Atlantic Internet. It shall be the duty of the Subscriber to check the bill in order to ensure that the contents thereof are correct. Unless a query is raised in respect of the contents of a bill within thirty days from date thereof the contents shall be deemed as correct.	9.2	The Subscriber shall not be covered in respect of terminal equipment and related risks by Atlantic Internet.
4.7	Any migration from one package option to another shall for the duration of this agreement be subject to Atlantic Internet's approval in writing in their discretion and Atlantic Internet shall be entitled to levy fees for migrations but which fees may not exceed the amounts approved or fixed by the responsible regulatory authority from time to time.	10.	GENERAL
4.8	Where a package option includes free minutes (inclusive minutes):	10.1	In the event of the Subscriber failing to effect payment of any amounts due in terms of this Agreement on due date, without derogating from Atlantic Internet's rights in terms of clause 7, the Subscriber shall be liable to effect payment of interest to Atlantic Internet on the amount at the maximum permissible rate from time to time as set forth in the Usury Act as amended or any other applicable legislation.
4.8.1	no usage charges will be payable for the inclusive minutes;	10.2	All prices and charges in this Agreement and any price list are exclusive of Value Added Tax and any other applicable tax or duty, the liability for which shall vest with the Subscriber.
4.8.2	Atlantic Internet shall in their sole discretion determine the commencement date of the month during which the inclusive minutes may be utilised;	10.3	The rights and obligations of the Subscriber in terms of this Agreement may not be ceded or delegated to any third party. The rights and obligations of Atlantic Internet in terms of this Agreement may be ceded and delegated by it to any other party without any written notice to the Subscriber.
4.8.3	in the event that the commencement date of this Agreement falls on a day other than the first day of a calendar month, then the inclusive minutes shall be pro-rated for the remaining portion of that month. In the event that the inclusive minutes may only be utilised on the weekend and the agreement commences after the last weekend in any month the Subscriber shall not be entitled to any inclusive minutes during that month;	10.4	Atlantic Internet may change the terms and conditions of this Agreement as a result in changes in tax laws, regulations, the terms and conditions of the licence issued to the operator and the terms and conditions of any agreement between the operator and any other party to this Agreement or circumstances or events similar to the aforesaid. Atlantic Internet shall notify the Subscriber of any changes as contemplated herein in writing.
4.8.4	where the Subscriber subscribes to the package option with weekend only inclusive minutes the inclusive minutes may only be utilised on the weekend between midnight on Friday and midnight on Sunday;	10.5	This document contains the entire agreement between the parties regarding the matters contained herein, and no other warranties, undertakings and/or representations have been made by Atlantic Internet or any purported agent of Atlantic Internet.
4.8.5	inclusive minutes, where they are applicable to a package option shall be limited to local, national and mobile to mobile calls within the Republic of South Africa (as defined below) as well as calls to the value added services to which the Subscriber may have free subscription from time to time. International calls, calls made while roaming overseas and calls to value added services other than those to which the Subscriber has free subscription, are specifically excluded. For purposes of this 4.8 but subject to the provisions of the price list to the contrary:	10.6	No indulgence, leniency or extension of time which Atlantic Internet may show to the Subscriber shall in any way prejudice Atlantic Internet or preclude Atlantic Internet from exercising any of its rights in the future.
4.8.6.1	a local call is a call to a destination within the Republic of South Africa less than 400 (Four Hundred) kilometres from the originator of the call;	10.7	This Agreement and all matters or disputes arising here from or incidental hereto shall be governed and construed in accordance with the laws of the Republic of South Africa.
4.8.6.2	a national call is a call made to a destination within the Republic of South Africa equal to or greater than 400 (Four Hundred) kilometres away from the originator of the call;	10.8	The Subscriber, by his signature hereto and in terms of the provisions of Section 45 of the Magistrates' Court Act, No. 32 of 1944, as amended, consents to the jurisdiction of the Magistrates' Court in relation to any actions or proceedings instituted against the Subscriber in terms of, or arising out of the provisions of this Agreement, provided that Atlantic Internet, in their sole and absolute discretion shall be entitled to institute any such actions or proceedings in any division of the High Court of South Africa possessed of the requisite jurisdiction.
4.8.6.3	a mobile to mobile call is a call made within the Republic of South Africa from one terminal equipment to another where both terminal equipments are connected to a PLMN (Public Land Mobile Network) in the Republic of South Africa.	10.9	A certificate under the hand of any manager of Atlantic Internet certifying the sum of any amount owing by the Subscriber to Atlantic Internet shall be prima facie proof of its contents and sufficient proof for the purposes of enabling Atlantic Internet to obtain any judgment or order against the Subscriber.
4.9	Subject to any contrary provisions of the price list from time to time:	10.10	If any term, condition, agreement, requirement or provision contained in this Agreement is held by any Court having jurisdiction to be unenforceable, illegal, void or contrary to public policy, such term, condition, requirement or provision shall be of no effect whatsoever upon the binding force or effectiveness of any of the remainder of this Agreement, it being the invention and declaration of the parties that had they or either of them known of such unenforceability, illegality or that the provision was contrary to public policy, they would have entered into a contract containing all other terms and conditions set out in this Agreement.
4.9.1	local, national and inclusive minutes are calculated and charged in per second billing.	10.11	The Subscriber hereby authorises Atlantic Internet to disclose the Subscriber's name, address and personal details to any party whenever it is reasonably necessary for Atlantic Internet to properly perform its functions or protect its interests in the purpose of enabling the operator to provide emergency network services to the Subscriber, or directory or repair service and information to the network uses generally.
4.9.2	international calls are charged in the units referred to above and at the rate applicable from time to time in respect of the particular package to which the Subscriber subscribes to which are added the charges levied by Telkom for calls to the country to which the international call is made.	10.12	Each of the parties choose domicilium citandi et executandi ("domicilium") for the purposes of the giving of any notice, the serving of any process and for any purposes arising from this Agreement at their respective addresses set forth in clause 1 and/or the Schedule.
5.	SUSPENSION	10.13	Each of the parties shall be entitled from time to time by written notice to the other to vary its domicilium to any other address within the Republic of South Africa which is not a post office box or poste restante.
5.1	Atlantic Internet may at any time, without notice to the Subscriber and in any manner whatsoever, suspend the Subscriber's access to the network services in the event that:		
5.1.1	any modification, maintenance or remedial work is required to be undertaken pertaining in any manner whatsoever, to the network services or the network;		
5.1.2	the Subscriber fails to perform any of his obligations, or breaches any terms of this Agreement;		
5.1.3	the Subscriber at any time exceeds the credit limit which Atlantic Internet in their absolute discretion shall set and notify the Subscriber of, from time to time.		
5.2	Atlantic Internet reserve the right to require the Subscriber to effect payment of any applicable reconnection charges pursuant to the restoration of network services suspended in the circumstances contemplated in clause 5.1.2.		
5.3	In the event that the Subscriber's access to the network is suspended the Subscriber shall still be liable for the monthly service charges during any such period of suspension.		
6.	LIMITATION OF LIABILITY		
6.1	Without detracting from any of the other provisions of this Agreement, Atlantic Internet shall not be liable to the Subscriber for any loss or damage suffered by the Subscriber and whether same is direct or consequential in the event that: Atlantic Internet fails for any reason whatsoever to supply and/or deliver and/or provide installation or any terminal equipment or SIM cards either on the required date or at all; and/or		
6.2	the network services are interrupted, suspended or terminated for whatsoever reason; and/or		
6.3	Atlantic Internet fails to suspend the provision of the network services to the Subscriber's number in terms of any usage agreement between Atlantic Internet and the Subscriber or after the Subscriber has specifically requested the operator to do so in order to limit the usage charges; and/or		

- 10.14 No alteration, cancellation or variation which the Subscriber may be entitled to make to the Schedule shall be of any force or effect unless 60 (Sixty) days written notice of such alteration, cancellation or variation is given to Atlantic Internet.
- 10.15 Any notice given and any payment made by a party to the other ("the addressee") which:
- 10.15.1 is delivered by hand during the normal business hours of the addressee at the addressee's domicile for the time being shall be presumed, unless the contrary is proved by the addressee, to have been received by the addressee at the time of delivery provided that if the delivery is effected by or on behalf of the Subscriber at Atlantic Internet's domicile, the presumption shall only apply as regards Atlantic Internet if proof of receipt is obtained by the party effecting such delivery and duly produced as may be required to prove such delivery;
- 10.15.2 is posted by prepaid registered post from an address within the Republic of South Africa to the addressee at the addressee's domicile for the time being shall be presumed unless the contrary is proved by the addressee, to have been received by the addressee, on the 7th (Seventh) day after the date of posting.
- 10.16 Where, in terms of this Agreement any communication is required to be in writing the term "writing" shall include communications by telex and/or facsimile. Communication by telex and/or facsimile shall, unless the contrary is proved by the addressee, be deemed to have been received by the addressee 48 (Forty Eight) hours after the time of transmission.
- 10.17 In the event of Atlantic Internet instituting legal proceedings against the Subscriber to recover amounts due to Atlantic Internet or take any other legal steps arising out of this Agreement, the Subscriber shall be liable for all legal costs on the scale as between attorney and own client and/or any collection costs.
- 10.18 Atlantic Internet shall be entitled to charge any banking and/or administration fees in the event of the Subscriber defaulting in its payments or any other of its obligations as set out in this Agreement.

- 11.1.6 terminal equipment. In the event of the Subscriber not returning the terminal equipment packaging to Atlantic Internet, Atlantic Internet may charge the Subscriber a packaging fee. If the Subscriber fails to comply with the foregoing the terminal equipment shall be deemed to be free of any fault or defect; if a Subscriber migrates from one package option to another, Atlantic Internet may vary the amount of the subsidy referred to in 11.1.1 above. If the subsidy amount is reduced, Atlantic Internet shall be entitled to require the Subscriber to pay to Atlantic Internet the amount by which the subsidy has been reduced, it being understood that this charge does not constitute a migration fee, but enables Atlantic Internet to adjust the subsidy amount to the amount that would have been applied at the time of sale of the terminal equipment if the Subscriber had first chosen the package option to which the Subscriber is changing.
- 11.2 For avoidance of doubt, the provisions of Part I shall mutatis mutandis apply in as far as they can be applicable to the terminal equipment or sale thereof, and be applicable to the sale and incidental matters to the sale of the terminal equipment as contemplated in this Part II and as is specifically incorporated herein.
- 12. SEPARATE AGREEMENTS
Subject to the foregoing provisions of this Agreement the network services procured by Atlantic Internet for and on behalf of the Subscriber on the one hand and the sale or lease of terminal equipment on the other hand under this Agreement shall constitute separate and divisible agreements, each one capable of standing on its own.
- 13. HARDWARE DEVICES
Atlantic Internet will not be liable for any loss, claim, action, expense, damage or injury suffered or sustained by the Subscriber from whatsoever or howsoever arising as a result of the Subscriber's included hardware device, telephone handset or other telephone equipment not being operational where such inoperability arises from whatsoever cause arising the Subscriber hereby indemnifies and holds Atlantic Internet or any other service provider harmless from and against any loss, claim, action, expense, damage or injury.

ATLANTIC INTERNET STANDARD TERMS AND CONDITIONS

I/We hereby understand and accept the terms and conditions as stated below in terms of this agreement between myself/us and Atlantic Internet Services (Pty) Ltd hereafter referred to as "Atlantic". I/We also hereby request you to draw against my/our account, with whichever bank/building society it may be, the amounts required under the above-mentioned Contract or any renewal thereof and I/we authorise my/our bank/building society to DEBIT my/our account with any amounts drawn against it in terms of this Contract. An additional fee of 5% plus R2.50 will be levied on this contract if payment is made by credit card. Atlantic reserve the right to change the configuration, product structure, cost or any other components on all services rendered from time to time and will give 14 days notice of such changes. Every notice or other communication required or permitted hereunder shall be sufficiently given or transmitted if and when it is sent by means of electronic transmission (electronic mail message) or displayed on Atlantic's web portal (www.lantic.net) for the said period. I/We hereby acknowledge that it is my/our responsibility to keep my/our username and password secret and acknowledge that I/we have the ability to upgrade above-mentioned contract using this user name and password. I/We hereby understand that the services rendered will be subject to Atlantic's conditions of use as amended from time to time. A copy of these conditions is available at any Atlantic branch or online at: <http://lantic.net/userpolicy.htm>. I/We acknowledge that termination of this contract is not possible within 3 months as the initial period and understand that this contract will automatically be renewed on a month to month basis. A one month written notice is required to terminate this contract after the initial period. I/We understand that Atlantic reserves the right to take ownership of any domain that is cancelled and not transferred to another ISP. I/We indemnify Atlantic against any damage, loss, claims or cost that may result from work being done in connection with the service being rendered and/or removal of the service. Should I/we fail to pay my/our account I/we shall be liable for any collection, tracing and/or legal fees. I/we hereby confirm that the above mentioned physical address shall be my/our Domicilium citandi et executandi. An administration service fee of R35 will be levied on all non-payments via DEBIT order or credit card. Should I/we fail to pay my/our account, Atlantic reserve the right to terminate this agreement without notification. A reconnection fee will be applicable should I/we choose to reactivate this contract, this fee will be determined by Atlantic at its own and sole discretion. Interest is payable on all arrear payments at a rate determined by Atlantic from time to time. I/we hereby authorise Atlantic to perform a credit check on my/our profile. Atlantic reserves the right to decline an application without providing reasons for such a decision.

PART II: CONDITIONS FOR SALE OF TERMINAL EQUIPMENT AT A SUBSIDISED PRICE

- 11. SALE OF TERMINAL EQUIPMENT AND CONDITIONS APPLICABLE
- 11.1 The sale of terminal equipment by Atlantic Internet to the Subscriber at a subsidised price as set out in the Schedule shall be subject to the following terms and conditions:
- 11.1.1 In the event of early termination of this Agreement for whatsoever reason, Atlantic Internet shall have the right to claim from the Subscriber the amount by which the terminal equipment was subsidised by Atlantic Internet at the time of sale of the terminal equipment by Atlantic Internet to the Subscriber together with the subscriptions due for the unexpired period of this Agreement and the Subscriber shall be obliged to effect payment to Atlantic Internet of this amount so claimed on demand; provided that if the Subscriber fails to effect the payment so claimed by Atlantic Internet, Atlantic Internet shall at its discretion call upon the Subscriber to return the terminal equipment to Atlantic Internet in good working order, and shall not be entitled to receive any refund and the provisions of clause 10.9 hereinabove shall apply to any amount due in terms of this clause;
- 11.1.2 ownership in and to terminal equipment supplied and delivered by Atlantic Internet will remain vested with Atlantic Internet.
- 11.1.3 all risk in and to terminal equipment supplied and delivered by Atlantic Internet to the Subscriber shall pass to the Subscriber on delivery;
- 11.1.4 Atlantic Internet's obligations in terms of any warranties pertaining to the terminal equipment shall be limited to the warranty provided by the manufacturer of the terminal equipment. All transport costs shall be for the Subscriber's account;
- 11.1.5 should the Subscriber upon purchase of the terminal equipment discover any fault or defect in the terminal equipment, the Subscriber shall within 3 (Three) days of purchase return the terminal equipment to Atlantic Internet in the same condition and packaging as the terminal equipment was purchased along with the proof of purchase and Atlantic Internet shall, provided the Subscriber has not utilised more than 5 (Five) minutes in airtime, replace the damaged/faulty

Signature: _____ Name in Capitals _____ Date ____ / ____ / ____

HQ: PO Box 12974, Hatfield, 0028 | 209 Lynnwood Rd, Brooklyn, Pretoria | www.lantic.net | Tel: 086 72 77 333

For office use only: Documentation Required (No application will be processed without these documents)

		Received Yes/NO
Proof of income	(Payslip or Financial statements for business customers)	
Proof of bank details	(3months latest Bank Statements or copy of valid credit card)	
Proof of residence	(Water & Electricity account)	
Experian credit vetting printout	(Branch will perform in case of ISP application)	
Copy of ID (Directors ID in case of business)		

Fax all documentation to **086 524 1911** or e-mail to creditvet@lantic.net