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Steenkamp, DG Reed, P Muller

Vodafone 3G/HSDPA 24 Month Subscriber Agreement

Reseller :Port Elizabeth Tel: **041 4843701** | Fax: **0865020318** | portelizabeth@lantic.net
Local Agent: Reg Fridey **COMPUTER WIZ** Tel: **0845858885** fridey@lantic.net www.computerwiz.co.za

Username: Hint Question:
Password: Hint Answer:

Language: Afr | Eng Company Name:
Title: Name: Surname:
ID/Co. Reg. no: Correspondence e-mail:
Occupation: Employer:

Domicilium:

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

3G/HSDPA 3.6MBps

Product	Included	Products include the following	Once off setup +	pm
Vodafone 3G/HSDPA 250	250MB	3G HSDPA GSM mobile dialup connection	R175	R159 <input type="checkbox"/>
Vodafone 3G/HSDPA 500	500MB	USB 3.6 Mbps enabled modem	R175	R249 <input type="checkbox"/>
Vodafone 3G/HSDPA One	1GB	Control panel self-help 1 @lantic branded e-Mail boxes (10MB personal mail space)	R175	R349 <input type="checkbox"/>
Vodafone 3G/HSDPA Two	2GB	2 e-Mail alias forwards (Forward mail to another email box) Anti-virus / Spam filtering on mail accounts (Server level)	R175	R449 <input type="checkbox"/>
Vodafone 3G/HSDPA Three	3GB	Web mail (Access to mail via the web) Downloads up to 3.6MB	R175	R649 <input type="checkbox"/>
Vodafone 3G/HSDPA Five	5GB	1 Fax2mail number Out of bundle data usage and voice calls will be billed monthly in arrears.	R175	R1049 <input type="checkbox"/>
Vodafone 3G/HSDPA Ten	10GB	This product is not hard capped. Please note in some areas only GPRS or EDGE is available. All 3G connections are subject to network QOS – Quality of service. Data is calculated on a pro rated basis for the first month. Data bundle is allocated pro-rata for the first month.	R175	R2049 <input type="checkbox"/>

3G/HSDPA Advanced 7.2MBps

Product	Included	Products include the following	Once off setup + pm	
HSDPA 150 Advanced	150MB	3G HSDPA GSM mobile dialup connection USB 7.2 Mbps enabled modem Control panel self-help 1 @lantic branded e-Mail boxes (10MB personal mail space) 2 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) Downloads up to 7.2MB Out of Bundle rate is equal to in bundle rate 1 Fax2mail number 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 is available. All 3G/HSDPA connections are subject to network QOS – Quality of service. Data is calculated on a pro rated basis for the first month. Data bundle is allocated pro-rata for the first month. 7.2 Mbps enabled modem required.	R175	R149 <input type="checkbox"/>
HSDPA 250 Advanced	250MB		R175	R189 <input type="checkbox"/>
HSDPA 500 Advanced	500MB		R175	R279 <input type="checkbox"/>
HSDPA One Advanced	1GB		R175	R389 <input type="checkbox"/>
HSDPA Two Advanced	2GB		R175	R599 <input type="checkbox"/>
HSDPA Three Advanced	3GB		R175	R799 <input type="checkbox"/>
HSDPA Five Advanced	5GB		R175	R1199 <input type="checkbox"/>
HSDPA Ten Advanced	10GB		R175	R2199 <input type="checkbox"/>
HSDPA Twenty Advanced	20GB		R175	R4099 <input type="checkbox"/>

IMPORTANT: PLEASE SELECT PREFERRED HARDWARE DEVICE BELOW

			Once off	
HUAWEI E1690		E1690 HSDPA USB MODEM 7.2		<input type="checkbox"/>
LINKSYS ROUTER		LINKSYS WiFi ROUTER (Requires PCMCIA card)	R1995	<input type="checkbox"/>

Preferred email address: Please supply 2 options.

Password(should be at least 6 characters)

Activate free fax2mail facility

Yes _____

No _____

Product Specific Terms & Conditions:

Tariffs based on volume of data used for sending and receiving. Bundled bytes must be used within each calendar month period. Unused portion of the data bundle will be forfeited after each calendar month period. No carry over of bundled data will be done. Once you have used up your bundle, the applicable out of bundle rate will apply. 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. Bundles and tariffs only apply to standard APN's. Tariffs do not apply to data roaming. Voice calls and other services will be billed separately and is not included in data bundles. No SMS bundles are included in data contracts. SMS messages are charged at standard rates.

Disclaimer

The software accompanying the terminal equipment (modem) includes a usage counter, aimed at giving an indication of the 3G/HSDPA and GPRS data (MB) that has been consumed during the use of the equipment. The usage counter gives an accurate 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. The user manually reset the usage counters in the software
2. The user reinstall the software at any point after initial usage
3. The user use the terminal equipment and software in multiple laptops or computers
4. The user connect via any means other then the "Connect" button in the dashboard
5. The user switch the computer off without pressing disconnect
6. The user exit the dashboard by clicking on the exit (x) button
7. The user disconnect in any way other than using the "disconnect" button
8. The user removes the SIM card from the terminal equipment.

@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.

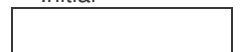
**@LANTIC TERMS AND CONDITIONS FOR THE STANDARD 24 MONTH CONTRACT
PART I: SUBSCRIBER AGREEMENT**

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 @lantic 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 @lantic to the Subscriber as detailed in the price list from time to time;
- 1.4 "connection charge" means the charge levied by @lantic 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 @lantic 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 @lantic 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 "@lantic" means @lantic (Pty) Ltd of Office Park, Block 12 1st Floor, Boardwalk St Street, Faerie Glen, Pretoria
- 1.12 "@lantic 's premises" means the offices of @lantic at the address set out in the Schedule and/or in clause 11.1 but specifically excludes the branch offices of @lantic and the offices of any agent or intermediary acting on behalf of @lantic 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 @lantic 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 @lantic undertakes to procure to make available to the Subscriber;
- 1.17 "order" means an order placed by a Subscriber to @lantic as per the Schedule or in any other form approved by @lantic 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 @lantic 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 @lantic as approved or determined by the operator are recorded as amended from time to time which price list is available on request from @lantic;

- 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 @lantic, 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 data conveyed by the network;
- 1.24 "usage charges" means the charges charged by @lantic 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 @lantic, that 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 @lantic at its discretion from time to time;

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, @lantic reserves the right to charge a termination fee.
- 2.1.1 by @lantic forthwith on written notice to the Subscriber in the event of the sub-licence issued by the operator in terms of which @lantic 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 @lantic, the order by the Subscriber is an offer made by the Subscriber to @lantic and will be considered once received by @lantic at @lantic premises. @lantic 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 @lantic 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 @lantic.
- 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 @lantic 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 @lantic is subject to the approval of @lantic in their sole discretion. If @lantic does not approve the order, it shall not be under any obligation to the Subscriber to give reasons for its decision.
- 3.2 @lantic 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. @lantic 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 @lantic. The Subscriber waives all and any claims from whatsoever cause arising against @lantic 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 @lantic against any claim or liability suffered by @lantic by reason of such approval and authorities not having been obtained. The Subscriber waives all and any claims against @lantic arising out of the conclusion of this Agreement.
- 3.4 All risk in and to SIM cards supplied and delivered by @lantic 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 @lantic in writing and until such notification, the Subscriber shall remain liable for all costs and charges pertaining to such SIM card. @lantic 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. The Subscriber hereby warrants and undertakes in favour of @lantic 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 @lantic and comply with all relevant legislation and regulations imposed by any competent authority and all directives issued by @lantic 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; 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.
 - 3.6.4 The availability of value added services, whether for free or in circumstances where a subscription fee is charged, is subject to the discretion of @lantic and may be charged for or withdrawn at any time by @lantic and in their sole discretion. In the event that @lantic 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, @lantic 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 @lantic at least 14 (Fourteen) working days before the specified date of unbarred and in the form as may be prescribed by @lantic from time to time. @lantic 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 @lantic 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 @lantic to the Subscriber, the Subscriber shall effect payment to @lantic 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.	7.3	judicial management, whether provisionally or finally, and whether voluntarily or compulsorily.
4.2	@lantic 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.	7.4	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 @lantic electing to cancel same, the Subscriber shall be liable to effect payment to @lantic 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	The Subscriber shall effect payment to @lantic into the following account: Bank ABSA Branch Sunnyside Branch Code 632005 Acc no 1040430659 Acc Name @lantic Services	8.	ARBITRATION Should any dispute arise between @lantic 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. Such arbitration shall be conducted as informally and as inexpensively as possible at any venue in the Pretoria magisterial district selected by the arbitrator and otherwise in accordance with the provisions of the arbitration Act 1965 as amended.
4.3.1	unless otherwise agreed in writing by @lantic: for the supply and delivery of terminal equipment, installation and SIM cards in full on presentation of invoice and against such delivery;	9.	INSURANCE
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 before the end of the month	9.1	The Subscriber is responsible for insuring the equipment at replacement value. Such value will be provided by @lantic on request.
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.	9.2	The Subscriber shall not be covered in respect of terminal equipment and related risks by @lantic.
4.4	Notwithstanding the provisions of clause 4.3 @lantic may at any time on reasonable written notice via e-mail to the Subscriber vary its invoicing and payment procedures and requirements.	10.	GENERAL
4.5	In the event that @lantic 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:	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 @lantic's rights in terms of clause 7, the Subscriber shall be liable to effect payment of interest to @lantic 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.
4.5.1	1. cancels any such debit order without the written consent of @lantic;	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.
4.5.2	2. change his banking details upon which the debit order relies without giving @lantic prior notification of such change and providing @lantic with the Subscriber's new banking details.	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 @lantic in terms of this Agreement may be ceded and delegated by it to any other party without any written notice to the Subscriber.
4.6	The Subscriber hereby authorises @lantic to debit any bank account held by the Subscriber for the costs owed by the Subscriber in terms of this Agreement. The monthly statement and invoices shall be made available by @lantic to the Subscriber on an online web portal to which the customer has access via a username and password. It shall be the duty of the Subscriber to check the invoices and statement 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.	10.4	@lantic 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. @lantic shall notify the Subscriber of any changes as contemplated herein in writing.
4.7	Any migration from one package option to another shall for the duration of this agreement be subject to @lantic's approval in writing in their discretion and @lantic 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.	10.5	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 @lantic or any purported agent of @lantic. No indulgence, leniency or extension of time which @lantic may show to the Subscriber shall in any way prejudice @lantic or preclude @lantic from exercising any of its rights in the future.
5.	SUSPENSION	10.6	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.
5.1	@lantic 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:	10.7	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 @lantic, 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.
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;	10.8	A certificate under the hand of any manager of @lantic certifying the sum of any amount owing by the Subscriber to @lantic shall be prima facie proof of its contents and sufficient proof for the purposes of enabling @lantic to obtain any judgment or order against the Subscriber.
5.1.2	the Subscriber fails to perform any of his obligations, or breaches any terms of this Agreement;	10.9	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.
5.1.3	the Subscriber at any time exceeds the credit limit which @lantic in their absolute discretion shall set and notify the Subscriber of, from time to time.	10.10	The Subscriber hereby authorises @lantic to disclose the Subscriber's name, address and personal details to any party whenever it is reasonably necessary for @lantic 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.
5.2	@lantic 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.	10.11	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.
5.3	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.	10.12	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.
6.	LIMITATION OF LIABILITY	10.13	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 @lantic.
6.1	Without detracting from any of the other provisions of this Agreement, @lantic 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:	10.14	Any notice given and any payment made by a party to the other ("the addressee") which:
6.2	@lantic 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	10.15.1	is delivered by hand during the normal business hours of the addressee at the addressee's domicilium 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 @lantic's domicilium, the presumption shall only apply as regards @lantic if proof of receipt is obtained by the party effecting such delivery and duly produced as may be required to prove such delivery;
6.3	the network services are interrupted, suspended or terminated for whatsoever reason; and/or	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 domicilium for the time being shall be presumed unless the contrary is proved by the addressee, to have
6.4	@lantic fails to suspend the provision of the network services to the Subscriber's number in terms of any usage agreement between @lantic and the Subscriber or after the Subscriber has specifically requested the operator to do so in order to limit the usage charges; and/or		
7.	BREACH		
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 @lantic on due date, then without prejudice to @lantic other rights in terms of this Agreement or the common law, @lantic 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 @lantic's election in terms of this clause, @lantic 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.		
7.2	@lantic shall be entitled forthwith without notice, to terminate this Agreement in the event that the Subscriber is sequestered, liquidated, or placed under		

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 @lantic instituting legal proceedings against the Subscriber to recover amounts due to @lantic 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 @lantic 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.

- 11.2 this charge does not constitute a migration fee, but enables @lantic 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.
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 @lantic 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
@lantic 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 @lantic or any other service provider harmless from and against any loss, claim, action, expense, damage or injury.

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 @lantic 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, @lantic shall have the right to claim from the Subscriber the amount by which the terminal equipment was subsidised by @lantic at the time of sale of the terminal equipment by @lantic 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 @lantic of this amount so claimed on demand; provided that if the Subscriber fails to effect the payment so claimed by @lantic, @lantic shall at its discretion call upon the Subscriber to return the terminal equipment to @lantic 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 @lantic will remain vested with @lantic.
 - 11.1.3 all risk in and to terminal equipment supplied and delivered by @lantic to the Subscriber shall pass to the Subscriber on delivery;
 - 11.1.4 @lantic'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; 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 @lantic in the same condition and packaging as the terminal equipment was purchased along with the proof of purchase and @lantic shall, provided the Subscriber has not utilised more than 5 (Five) minutes in airtime, replace the damaged/faulty terminal equipment. In the event of the Subscriber not returning the terminal equipment packaging to @lantic, @lantic 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; terminal equipment returned after 3 days will be sent to the supplier of the equipment for repairs and not replaced, @lantic will not be liable to provide a loan unit in order for the subscriber to continue with the service for the period it takes for the repairs to be effected by the supplier;
 - 11.1.6 if a Subscriber migrates from one package option to another, @lantic may vary the amount of the subsidy referred to in 11.1.1 above. If the subsidy amount is reduced, @lantic shall be entitled to require the Subscriber to pay to @lantic the amount by which the subsidy has been reduced, it being understood that

@lantic 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 "@lantic": 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. 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 @lantic'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 a 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 @lantic's conditions of use as amended from time to time. A copy of these conditions is available at any @lantic franchise or online at: <http://lantic.net>. 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 @lantic 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 @lantic at its own and sole discretion. Interest is payable on all arrear payments at a rate determined by @lantic from time to time. I/we hereby authorise Atlantic to perform a credit check on my/our profile. @lantic reserves the right to decline an application without providing reasons for such a decision.

I/We hereby confirm that the operation and limitations of the product have been explained to me and that I/we understand the term "Out of bundle" usage and accept the usage terms & conditions thereof.

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

Poor Coverage areas or mobile service

I/We hereby confirm that I/we are aware that my/our normal physical address where the product will be used falls within a poor coverage area/GPRS only area or that I will be using the service as a mobile service and hereby accept the service with the limited data throughput or limited coverage as per Vodacom coverage map.

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

HQ: PO Box 12974, Hatfield, 0028 | Boardwalk Office Park, Block 12 1st Floor, Boardwalk St Faerie Glen, Pretoria
| www.lantic.net | Tel: 087 805 0003 / 012 990 4600

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	(Franchisee 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