

**iBurst
Subscriber Agreement**

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Username: Hint Question:
 Password: Hint Answer:

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

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:

iBurst Packages Month to Month

Packages	Starta +	Basic 2+	Playa 5+	Pro 10+	Max 25+	Uncapped	Uncapped +
*Monthly subscription	R49 p/m <input type="checkbox"/>	R98 p/m <input type="checkbox"/>	R149 p/m <input type="checkbox"/>	R198 p/m <input type="checkbox"/>	R445 p/m <input type="checkbox"/>	R599 p/m <input type="checkbox"/>	R879 p/m <input type="checkbox"/>
Once off activation fee	R99	R99	R99	R99	R99	R99	R99

* Hardware excluded

Hardware pricing (Outright purchase)

USB Modem	R1699 (incl. VAT) <input type="checkbox"/>
Desktop Modem	R2399 (incl. VAT) <input type="checkbox"/>
2MB Modem	R3299 (incl. VAT) <input type="checkbox"/>
iBurst Omni antenna	R399 (incl. VAT) <input type="checkbox"/>
iBurst Desktop antenna	R550 (incl. VAT) <input type="checkbox"/>

24 Month Subscriber Standard Terms and Conditions

1. Definitions

In the agreement, unless inconsistent or otherwise indicated by the context, the following terms shall bear the following meanings:

1.1 "Agreement" The subscriber application form setting out the subscriber's details, together with all annexures attached thereto, and the subscriber terms and conditions.

1.2 "Charges" The connection charges, monthly service charges, usage charges and any other charges pertaining to the provision of the MDN services and any other services provided to the subscriber in terms of this agreement.

1.3 "Effective Date" Notwithstanding the date of signature of the application form, the date of commencement of the services.

1.4 "Initial Period" A period as indicated on the application form, commencing on the effective date.

1.5 "Installation" The installation of terminal equipment on a location or subscriber laptop or similar device specified by the subscriber in an order.

1.6 "Internet" The interconnected system of networks that connect computers around the world via the TCP/IP protocol.

1.7 "Licence" The national mobile data telecommunication licence granted to the Network Operator to provide a national mobile data telecommunication service by means of a mobile data network.

1.8 "MDN" The mobile data network established and operated by the Network Operator in terms of the licence.

1.9 "MDN Services" Broadband wireless Internet access services, value-added Internet Protocol ("IP") services, virtual private network ("VPN") services, corporate managed data network services, closed user group and video conferencing services made accessible to the subscriber by Atlantic in terms of this agreement.

1.10 "Mobile Access Numbers" The mobile access numbers, IP address, unique user name or subscription numbers used to identify subscribers having access to the MDN.

1.11 "Network Operator" or "WBS" Wireless Business Solutions (Proprietary) Limited which has granted Atlantic authorisation to make the MDN services available to the subscriber.

1.12 "Order" An order placed by a subscriber on Atlantic for the provision of the MDN services.

1.13 "Renewal Period" A period as indicated on the subscriber application form, commencing on the day immediately following the expiration of the Initial Period, or an anniversary of the expiration period, as the case may be.

1.14 "Atlantic " Atlantic Internet Services (Pty) Ltd.

1.15 "Subscriber" Any party to whom the MDN services are made available in terms of the agreement.

1.16 "Terminal Equipment" The type approved iBurst or other applicable user terminals, including the antennas and communication cards used by a subscriber to send and/or receive any data signal via an MDN radio link and may include any other special equipment provided by the Network Operator in order to facilitate any future enhanced services to subscribers.

Part 1: General Terms and Conditions

2. Commencement and termination

2.1 This agreement shall commence on the effective date and shall, subject to the provisions of clause 7 and 9 below, continue for the Initial Period, and thereafter continue automatically for an unlimited number of Renewal Periods unless terminated:

2.1.1 By the subscriber, on expiration of the Initial Period or a Renewal Period, as the case may be, by giving to Atlantic a written notice of termination not less than 30 days and not more than 90 days before the expiration of the Initial Period or the Renewal Period, as the case may be; and/or

2.1.2 By the subscriber, within a period of 7 days from the effective date, should the subscriber not find the service fit for use, subject to a written explanation accepted by the management of the Atlantic; and/or

2.1.3 By Atlantic, on written notice to the subscriber in the event of the authorisation issued by the Network Operator in terms of which Atlantic is authorised and empowered to give the subscriber access to the MDN services is terminated for whatsoever reason.

2.2 Notwithstanding the use of agents or other intermediaries (Delegated Service Providers) by Atlantic, the order by the subscriber is an offer made by the subscriber to Atlantic and will be considered once received by Atlantic. Atlantic's acceptance of the offer shall consist of the activation of the terminal equipment as contemplated in clause 2.1, and

upon which activation this agreement shall become binding between Atlantic 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.

3. Supply and installation of terminal equipment and MDN services

3.1 The order placed by the subscriber is subject to Atlantic's approval in its sole discretion. If Atlantic does not approve the order, it shall not be under any obligation to the subscriber to give reasons for its decision.

3.2 Atlantic 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 may in its discretion refer the subscriber to a third party who may undertake the installation of the terminal equipment in its own name and behalf and not as an agent of Atlantic.

3.3 The subscriber shall be responsible for obtaining all necessary approvals 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 against any claim or liability suffered by reason of such approval and authorities not having been obtained.

3.4 All risk in and to the terminal equipment supplied and delivered by Atlantic to the subscriber shall pass to the subscriber on delivery.

3.5 If any terminal equipment is lost, stolen or damaged, the subscriber shall immediately notify Atlantic in writing and until such notification, the subscriber shall remain liable for all costs and charges pertaining to such terminal equipment. Atlantic shall as soon as reasonably possible replace the terminal equipment. The cost of this replacement equipment shall be for the subscriber's account. Such loss, theft or damage and/or the replacement of the terminal equipment and/or the allocation of a new mobile access number 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 that the subscriber:

3.6.1 Shall not use nor allow the MDN Services to be used for any improper, immoral or unlawful purpose, nor in any way which may cause injury or damage to persons or property or an impairment or interruption to the MDN Services.

3.6.2 Shall only use the terminal equipment provided by Atlantic, and comply with relevant legislation and regulations imposed by any competent authority and all directives issued by Atlantic relating to the use of terminal equipment and the provision of MDN services.

3.6.3 Recognises that no right, title or interest in the software contained in the terminal equipment issued to the subscriber vests in the subscriber.

3.6.4 Shall not, nor permit any third party to reverse engineer, decompile, modify or tamper with the software contained in or pertaining to any terminal equipment.

4. Charges

4.1 In consideration for the provision of the MDN Services, terminal equipment and any other services supplied by Atlantic to the subscriber, the subscriber shall effect payment to Atlantic of the applicable charges, as detailed in the application form and whether or not the MDN Services have been, or are being utilised by the subscriber.

4.2 Atlantic 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.

4.3 Unless otherwise agreed to by Atlantic in writing, the subscriber shall effect payment to Atlantic:

4.3.1 For the supply and delivery of terminal equipment and installation on presentation of invoice and against such delivery.

4.3.2 Of monthly service charges monthly in advance and of all other charges, monthly in arrears, in either event in full, within 10 days from date of the relevant invoice.

4.3.3 At Atlantic's premises in Pretoria or at the bankers of Atlantic. Where payment is made by the subscriber through a debit order, other electronic means or any other intermediary, the subscriber's bankers or other intermediaries shall act as the subscriber's agent and the subscriber shall have discharged its obligations only upon payment being received by Atlantic.

4.4 Notwithstanding the provisions of clause 4.3, Atlantic may at any time on reasonable written notice to the subscriber vary its invoicing and payment procedures and requirements.

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4.5 In the event that Atlantic 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:

- 4.5.1 Cancels such debit order without the written consent of Atlantic.
- 4.5.2 Changes his banking details upon which the debit order relies, without giving Atlantic prior notification of such change and providing Atlantic with the subscriber's new banking details.
- 4.5.3 The subscriber authorises Atlantic to debit any bank account held by the subscriber for the costs owed by the subscriber to Atlantic in terms of this agreement.
- 4.6 The monthly statement shall be sent by Atlantic to the subscriber at the e-mail address supplied by the subscriber in the application form in writing to Atlantic. It shall be the duty of the subscriber to check the statement in order to ensure that the contents thereof are correct. Unless a query is raised in respect of the contents of the statement within 30 days from the date thereof, the contents of the statement shall be deemed to be correct.
- 4.7 Any migration from one package option to another shall for the duration of this agreement be subject to Atlantic approval in its discretion and Atlantic 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.
- 4.8 The subscriber indemnifies and holds the Atlantic harmless for any loss suffered as a result of incorrect amounts being debited in respect of applicable charges.

5. Suspension

- 5.1 Atlantic may at any time, without notice to the subscriber and in any manner whatsoever, suspend the subscriber's access to the MDN 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 MDN Services or the Network. Atlantic will endeavour to inform the subscriber timeously, in the event of planned maintenance.
 - 5.1.2 The subscriber fails to perform any of his or her obligations, or breaches any terms of the agreement (in which event Atlantic may also suspend the subscriber's use of the terminal equipment).
- 5.2 Atlantic reserves the right to require the subscriber to effect payment of any applicable reconnection charges pursuant to the restoration of the MDN Services suspended in the circumstances contemplated in clause 5.1.2. 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 the agreement, Atlantic shall not be liable to the subscriber for any loss or damage suffered by the subscriber and whether the same is direct or consequential, in the event that:
 - 6.1.1 Atlantic fails for any reason whatsoever to supply and/or deliver and/or provide installation of any terminal equipment either on the required date or at all; and/or
 - 6.1.2 The MDN Services are interrupted, suspended or terminated for whatsoever reason; and/or
 - 6.1.3 Atlantic fails to suspend the provision of the MDN Services to the subscriber in terms of an arrangement between Atlantic and the subscriber or after the subscriber has specifically requested Atlantic to do so in order to limit the charges; and/or
 - 6.1.4 Such loss or damage was caused by any negligent act or omission on the part of Atlantic, its employees or its agents.

7. Breach

- 7.1 If the subscriber commits a breach of any of the terms and conditions hereof and remains in default for a period of seven days after delivery to the subscriber of a written notice ("notice of breach") from Atlantic calling for such breach to be remedied, the Atlantic shall be entitled forthwith and without further notice to the subscriber to either terminate the Agreement or claim specific performance of all of the subscriber's obligations, including the immediate payment of all sums of money payable by the subscriber, whether or not then due, in either event without prejudice to the Atlantic's right to claim such damages as it may have suffered by reason of such breach or failure.
- 7.2 Without prejudice to the provisions of clause 7.1 above, Atlantic may forthwith terminate this Agreement at any time by giving subscriber written notice of such termination if (i) the subscriber fails to make payment of any charges on or before the due date for payment thereof; and/or (ii) the subscriber within a 12-month period calculated from a notice of breach, receives a further two notices of breach; or (iii) in the event that the subscriber is sequestered, liquidated or placed under

judicial management, irrespective of whether any of the aforesaid are provisional or final; or voluntary or compulsory.

7.3 Any termination pursuant to the preceding provisions of this clause shall be without prejudice to any claim the Atlantic may have against the subscriber in respect of any prior breach of the terms and conditions of this agreement by the subscriber.

7.4 Without derogating from any other rights or remedies available to Atlantic in terms of this Agreement or at law, in the event of the Agreement being cancelled by the subscriber (for whatsoever reason) prior to the expiry of the Initial Period or any Renewal Period, or in the event of the Atlantic electing to terminate the Agreement pursuant to any breach by the subscriber which entitles the Atlantic to cancel:

7.4.1 The subscriber shall be liable to the Atlantic and hereby agrees to pay on demand, the full charges payable to the Atlantic for the remainder of the Initial Period or Renewal Period, as the case may be.

8. Insurance

8.1 Atlantic acts as a collection agent for insurance brokers and/or underwriters in respect of the optional insurance of the terminal equipment and related risks as referred to the schedule or application form. Atlantic shall not be liable to the subscriber under any policy issued or claim declined pursuant to the subscriber's election to take insurance as provided in the schedule.

8.2 Unless the subscriber specifically elects to take insurance for the terminal equipment and related risks or in accordance with the procedures introduced by Atlantic from time to time, the subscriber shall not be covered in respect of the terminal equipment and related risks.

8.3 If at any stage before or after the subscriber elects to take insurance, the subscriber requests from Atlantic a summary of the terms and conditions of the applicable insurance policy, Atlantic shall use its best endeavours to furnish same to the subscriber as requested. It shall be the responsibility of the subscriber to obtain and familiarise himself with the terms and conditions of the insurance policy applicable.

8.4 It shall be the responsibility of the subscriber to ensure that the premiums in respect of the insurance policy are paid timeously and in full, and, if for any reason Atlantic omits to include insurance charges in a statement to the subscriber, the subscriber shall forthwith notify Atlantic of such omission. Atlantic may rectify the omission by debiting the subscriber's account with any amounts in arrears, subject to any terms and conditions which may be applicable under the relevant policy.

8.5 Save as provided herein, any queries which the subscriber may have regarding or arising from the insurance of the terminal equipment and related risks, shall be directed to the insurance administrators or brokers, as the case may be whose particulars may be obtained by the subscriber from Atlantic.

9. General

9.1 In the event of the subscriber failing to effect payment of any amount owing by them to Atlantic on due date, then without derogating from Atlantic's rights in terms of clause 7, the subscriber shall be liable to effect payment of interest to Atlantic on the amount so owing at the prime interest rate as published from time to time by First National Bank plus 2% (percent), from due date to date of payment.

9.2 Unless specifically stated otherwise, all prices and charges set out in this agreement and any price list are inclusive of Value-Added Tax and exclusive any other applicable tax or duty, the liability of which shall vest with the subscriber.

9.3 The rights and obligations of the subscriber in terms of the agreement may not be ceded or delegated to any third party. The rights and obligations of Atlantic in terms of this agreement may be ceded and delegated by it to any other party on written notice to the subscriber.

9.4 Atlantic may change the terms and conditions of this agreement as a result of changes in taxes, laws, regulations, the terms and conditions of the licence issued to WBS, the terms and conditions of any agreement between WBS and Atlantic or any circumstances or events similar to the foregoing. Atlantic shall notify the subscriber of any changes as contemplated herein in writing.

9.5 A certificate under the hand of any manager of Atlantic certifying the sum of any amount owing by the subscriber to Atlantic shall be prima facie proof of its contents and sufficient proof for the purposes of enabling Atlantic to obtain any judgment or order against the subscriber.

9.6 The subscriber hereby authorises Atlantic to disclose the subscriber's name, address and personal details to any party whenever it is reasonably necessary for Atlantic to properly perform its functions or protect its interests, or for the purpose of enabling the Network Operator or Atlantic to provide emergency MDN Services to the subscriber, or directory or repair services and information to Network users generally. In addition, the subscriber consents to Atlantic using any information

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supplied by the subscriber for the purposes of informing subscribers of Atlantic's services which may interest the subscriber from time to time.
9.7 In the event of Atlantic instituting legal proceedings against the subscriber to recover amounts due to Atlantic or take any other legal steps arising out of this agreement, the subscriber shall be liable for legal costs on the scale as between attorney and own client.

Part 2: Conditions for sale of terminal equipment

10. Sale of terminal equipment and conditions applicable

10.1 The sale of terminal equipment by Atlantic to the subscriber at a subsidized price as set out in the Schedule and application form shall be subject to the following terms and conditions:

10.1.1 In the event of early termination of this agreement for whatsoever reason, Atlantic shall have the right to claim from the subscriber an amount equal to the amount by which the terminal equipment was subsidised by Atlantic at the time of sale of the terminal equipment and the subscriber shall be obliged to effect payment to Atlantic of the amount so claimed on demand; provided that if the subscriber fails to effect the payment so claimed by Atlantic, the subscriber shall be obliged forthwith to return the terminal equipment to Atlantic in good working order, and shall not be entitled to receive any refund therefore. Ownership in and to the terminal equipment supplied and delivered by Atlantic to the subscriber is reserved until payment of all amounts payable to Atlantic in respect of same as the terminal equipment has been subsidised, until the expiration of the Initial Period or the amount equal to the amount by which the terminal equipment has been subsidised has been paid by the subscriber to Atlantic.

10.1.2 All risk in and to the terminal equipment supplied and delivered by Atlantic to the subscriber shall pass to the subscriber on delivery.

10.1.3 Atlantic 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.

10.2 Should the subscriber, upon purchase of the terminal equipment discover any fault or defect in the terminal equipment, the subscriber shall within 3 days of purchase return the terminal equipment to Atlantic in the same condition and packaging as the terminal equipment was purchased along with the proof of purchase. Atlantic shall replace the damaged or faulty terminal equipment. In the event of the subscriber not returning the terminal equipment packaging to Atlantic, Atlantic may charge the subscriber a packaging fee.

10.3 If the subscriber migrates from one package option to another, Atlantic may vary the amount of the subsidy applied at the time of the sale of the terminal equipment to the subscriber. If the subsidy amount is reduced, Atlantic shall be entitled to require the subscriber to pay to Atlantic the amount by which the subsidy has been reduced. It being understood that this charge does not constitute a migration fee, but enables Atlantic to adjust the subsidy amount to the amount that would have been applicable 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. Miscellaneous matters

11.1 Postal address:

11.1.1 Any written notice in connection with this agreement may be addressed:

11.1.1.1 In the case of Atlantic to:

Atlantic Internet Services (Pty) Ltd

Address: Block 12 Boardwalk Office Park, Boardwalk Rd, Faerie Glen, Pretoria, 0181

Fax No: 012 990 4601

Marked for the attention of the Managing Director

11.1.1.2 In the case of the subscriber to the postal address and fax number set out in the subscriber details application form to which these standard terms and conditions apply, and marked for the attention of the subscriber.

11.1.2 The notice shall be deemed to have been duly given 7 days after posting, if posted by registered post to the parties addressed in terms of this sub-clause.

11.1.3 On delivery if delivered to the party's physical address in terms of either this sub clause or the next sub-clause dealing with service of legal documents.

11.1.4 On dispatch if sent to the party's then fax number and confirmed by registered letter posted no later than the next business day.

11.1.5 Unless the addresser is aware, at the time the notice would otherwise be deemed to have been given, that the notice is unlikely to have been received by the addressee through no act or omission of the addressee.

11.1.6 A party may change that party's address for this purpose by notice in writing to the other party.

11.2 Address for service of legal documents

The parties choose the following physical addresses at which documents and legal proceedings in connection with this agreement may be served (that is their domicilia citandi et executandi):

11.2.1.1 In the case of Atlantic to:

Atlantic Internet Services (Pty) Ltd

Address: Block 12 Boardwalk Office Park, Boardwalk Rd, Faerie Glen, Pretoria, 0181

Fax No: 012 990 4601

Marked for the attention of the Managing Director

11.2.1.2 In the case of the subscriber, to the physical address and fax number set out in the subscriber details application form to which this standard terms and conditions are attached and marked for the attention of the subscriber.

11.2.2 A party may change that party's address for this purpose to another physical address in the Republic of South Africa by notice in writing to the other party.

11.3 Entire contract

The agreement contains all the express provisions agreed on by the parties with regard to the subject matter of the agreement and the parties waive the right to rely on any alleged express provision not contained in this agreement.

11.4 No representations

Neither party may rely on any representation which allegedly induced that party to enter into this agreement, unless the representation is recorded in this agreement.

11.5 Variation, cancellation and waiver

No contract varying, adding to, deleting from or cancelling this agreement, and no waiver of any rights under this agreement, shall be effective unless reduced to writing and signed by or on behalf of the parties.

11.6 Indulgences

If either party at any time breaches any of that party's obligations under this agreement, the other party ("the aggrieved party"):

11.6.1 May at any time after that breach exercise any right that became exercisable directly or indirectly as a result of the breach, unless the aggrieved party has expressly elected in writing of a clear and unambiguous conduct, amounting to more than mere delay, not to exercise the right (if the aggrieved party is willing to relinquish that right, the aggrieved party will on request do so in writing). In particular, acceptance of late performance shall for a reasonable period after performance be provisional only, and the aggrieved party may still exercise that right during that period.

11.7 Shall not be stopped (i.e. prevented) from exercising the aggrieved party's rights arising out of the breach, despite the fact that the aggrieved party may have elected or agreed on one or more previous occasions not to exercise the rights arising out of any similar breach or breaches.

11.8 Applicable law

This agreement shall be interpreted and implemented in accordance with the laws of the Republic of South Africa.

12. Blacklisting Clause

Atlantic may, without prejudice to any other rights which it may have under this agreement or at law:

12.1 Notify credit bureaus of the subscriber's default; and

12.2 Blacklist the equipment to prevent the further use thereof.

13. Acknowledgements

The subscriber acknowledges having read and accepted the terms and condition of the Acceptable Use Policy on the iBurst website, the terms and conditions in the installation of the terminal equipment as well as the terms and conditions as set out herein.

14. Termination without Cause Without prejudice to any other rights at law or set out in this Agreement, Atlantic may terminate this Agreement upon written notice to the subscriber in the event that the Licence is revoked, terminated or amended for any reason whatsoever.

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