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 Reg No.: 2011/000797/07  
 VAT No.: 4680257989  
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 at **voxtelcom.co.za**

**YahClick  
 Subscriber Agreement**

**Reseller:** \_\_\_\_\_ **|Tel:** \_\_\_\_\_ **|Fax:** \_\_\_\_\_ **|E-mail** \_\_\_\_\_

Username:  Hint Question:

Password:  Hint Answer:

Language: Afr  | Eng  Company Name:

Title:  Name:  Surname:

ID/Co. Reg. no:  Correspondence e-mail:

**Postal Address:**

Address:

City:

Province:

Code:

**Physical Address** (if not the same as above):

Address:

Province:

Tel (w):

Fax (w):

Tel (h):

Fax (h):

Cell:

City:

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:

**Installation Details:** (Please complete all info required below)

Address:

City:

Province:

Code:

Installation Contact Person:

GPS Co-ordinates:

Installation Contact Number:

Ex. 25°13'21.11"

Installer name:

Ex. 28°16'54.33"

**YahClick Packages**

**Hardware Purchase option**

CPE package	Installation fee	*Outright Purchase	**36 Month Rental	QTY
74CM dish, HN9260 router, 1 Watt TxRx(installation required)	R 1 425.00	R 8175 <input type="checkbox"/>	R 327 <input type="checkbox"/>	
98CM dish, HN9260 router, 1 Watt TxRx(installation required)	R 1 425.00	R10835 <input type="checkbox"/>	R 433 <input type="checkbox"/>	
74CM dish, HN9460 router, 2 Watt TxRx(installation required)	R 1 425.00	R10325 <input type="checkbox"/>	R 413 <input type="checkbox"/>	
98CM dish, HN9460 router, 2 Watt TxRx(installation required)	R1425.00	R12825 <input type="checkbox"/>	R513 <input type="checkbox"/>	
120CM dish, HN9460 router, 2 Watt TxRx(installation required)	R1710.00	R16125 <input type="checkbox"/>	R645 <input type="checkbox"/>	
Yahclick Go CPE Transportable Ka-98H unit	R8550.00	R262,200 <input type="checkbox"/>	R0.00 <input type="checkbox"/>	
Yahclick Go Off road Trailer without Antenna	R0.00	R59,850 <input type="checkbox"/>	R0.00 <input type="checkbox"/>	

\* Price includes all equipment required by customer. Price includes VAT. Select either Outright Purchase or Rental

\*\*Rental option for a minimum period of 36 months. Equipment will remain the property of @lantic during and after the rental period.

\*\*\* Installation Fee compulsory on both rental and Outright purchase.

**Consumer Service Plans:**

		Setup fee	PM	QTY
Value 512Kbps	Download 512Kbps, Upload 128Kbps, 4.5GB total data p/m	R171	R233 <input type="checkbox"/>	
Home 512Kbps	Download 512Kbps, Upload 128Kbps, 6GB total data p/m	R171	R330 <input type="checkbox"/>	
Home 1Mbps	Download 1024Kbps, Upload 256Kbps, 12GB total data p/m	R171	R640 <input type="checkbox"/>	
Home 2Mbps	Download 2048Kbps, Upload 512Kbps, 18GB total data p/m	R171	R970 <input type="checkbox"/>	
Home 5Mbps	Download 5120Kbps, Upload 768Kbps, 30GB total data p/m	R171	R1555 <input type="checkbox"/>	
Home 7Mbps	Download 7168Kbps, Upload 768Kbps, 35GB total data p/m	R171	R1850 <input type="checkbox"/>	
Home 10Mbps	Download 10240Kbps, Upload 768Kbps, 40GB total data p/m	R171	R2150 <input type="checkbox"/>	

**Free zone.** A Free zone applies to the Consumer service plan between 01:00 and 06:00 hours every day. During this time all usage is unlimited and will not be billed for.

**Uncapped Service Plans :**

		Setup fee	PM	QTY
Home 512 Kbps	Download 512Kbps, Upload 128Kbps,	R171	R650 <input type="checkbox"/>	
Business 1Mbps	Download 1024Kbps, Upload 256Kbps,	R171	R3850 <input type="checkbox"/>	

**Yahclick Supafone:**

		Setup fee	PM	QTY
Vox Supafone	Supafone for use only on Yahclick	R100	R59 <input type="checkbox"/>	

**Communication Bundle (available on Consumer packages):**

		Setup fee	PM	QTY
Communication Bundle	Includes Hosted Exchange Lite Mailbox, Annual domain name co.za, Faxter lite , Supafone with R50 free minutes, billion router.(36 month contract)	R0	R99 <input type="checkbox"/>	

**Consumer Voice Prioritised Service Plans:**

		Setup fee	PM	QTY
Premium Home V 1 Mbps (1 Voice Channel)	Download 1024Kbps, Upload 512Kbps, 9GB total data p/m	R171	R640 <input type="checkbox"/>	
Premium Home V 2 Mbps (1 Voice Channel)	Download 2048Kbps, Upload 512Kbps, 18GB total data p/m	R171	R1166 <input type="checkbox"/>	
Premium Home V 4 Mbps (1 Voice Channel)	Download 4096Kbps, Upload 768Kbps, 26GB total data p/m	R171	R1555 <input type="checkbox"/>	
Premium Home V 7 Mbps (1 Voice Channel)	Download 7680Kbps, Upload 1024Kbps, 35GB total data p/m	R171	R2050 <input type="checkbox"/>	
Premium Home V 10 Mbps (1 Voice Channel)	Download 10240Kbps, Upload 1024Kbps, 40GB total data p/m	R171	R2333 <input type="checkbox"/>	

**Consumer FAP Tokens:**

Monthly Service Plans	10% FAP Threshold Download allowance	FAP Token Price Vat Inclusive
Value 512	450MB	R 57
Home 512	600MB	R 77
Home 1 Mbps	1.2GB	R 117

Home 2 Mbps	1.8GB	R 177
Home 5 Mbps	3GB	R 237
Home 7 Mbps	3.5GB	R 297
Home 10Mbps	4GB	R 297

**FAP Tokens.** FAP tokens apply to all Consumer Service Plans. FAP tokens can be purchased in advance and do not expire. The FAP token will be passed as a credit to the Customer's account. The customer can activate as many FAP tokens as and when required and will reset to 10% of the monthly data allowance.

**Consumer Voice Prioritised FAP Tokens:**

Monthly Service Plans	10% FAP Threshold Download allowance	FAP Token Price Vat Inclusive
Premium Home V 1 Mbps (1 Voice Channel)	900MB	R 117
Premium Home V 2 Mbps (1 Voice Channel)	1.8GB	R 177
Premium Home V 4 Mbps (1 Voice Channel)	2.6GB	R 237
Premium Home V 7 Mbps (1 Voice Channel)	3.5GB	R 297
Premium Home V 10 Mbps (1 Voice Channel)	4GB	R 297

**Business Service Plans:**

		Setup fee	PM	QTY
Business 1024Kbps	Download 1024Kbps, Upload 256Kbps, 40GB total data p/m	R171	R1985	<input type="checkbox"/>
Business 2048Kbps	Download 2048Kbps, Upload 512Kbps, 80GB total data p/m	R171	R4180	<input type="checkbox"/>
Business 3072Kbps	Download 3074Kbps, Upload 1024Kbps, 140GB total data p/m	R171	R7000	<input type="checkbox"/>
Business 5120Kbps	Download 5120Kbps, Upload 1536Kbps, 230GB total data p/m	R171	R11999	<input type="checkbox"/>
Business 10240Kbps	Download 10240Kbps, Upload 3072Kbps, 270GB total data p/m	R171	R14000	<input type="checkbox"/>
Business 15360Kbps	Download 15360Kbps, Upload 3072Kbps, 360GB total data p/m	R171	R18750	<input type="checkbox"/>

**Free zone.** A Free zone applies to the Business service plan between 01:00 and 06:00 hours every day. During this time all usage is unlimited and will not be billed for.

**Static IP address (only available on Business packages):**

		Setup fee	PM	QTY
Static IP	Yahclick Fixed IP	R171	R171	<input type="checkbox"/>

**Business Voice Prioritised Service Plans:**

		Setup fee	PM	QTY
Premium Business V 3 Mbps (1 Voice Channel)	Download 3072Kbps, Upload 1024Kbps, 140GB total data p/m	R171	R7200	<input type="checkbox"/>
Premium Business V 4 - 5 Mbps (4 Voice Channel)	Download 5120Kbps, Upload 1536Kbps, 35GB total data p/m	R171	R2750	<input type="checkbox"/>
Premium Business V 5 Mbps (2 Voice Channels)	Download 5120Kbps, Upload 1536Kbps, 230GB total data p/m	R171	R12400	<input type="checkbox"/>
Premium Business V 8 - 15 Mbps (8 Voice Channels)	Download 15360Kbps, Upload 3072Kbps, 100GB total data p/m	R171	R7200	<input type="checkbox"/>
Premium Business V 10 Mbps (2 Voice Channels)	Download 10240Kbps, Upload 3072Kbps, 270GB total data p/m	R171	R14450	<input type="checkbox"/>
Premium Business V 15 Mbps (3 Voice Channels)	Download 15360Kbps, Upload 3072Kbps, 360GB total data p/m	R171	R19400	<input type="checkbox"/>

**Business FAP Tokens:**

Monthly Service Plans	10% FAP Threshold Download allowance	FAP Token Price Vat Inclusive
Business 1024	4GB	R 389
Business 2148	8GB	R 779
Business 3072	14GB	R 1359
Business 5120	23GB	R 1 949
Business 10240	27GB	R 2329
Business 15360	360GB	R 2 919

**FAP Tokens.** FAP tokens apply to all Consumer Service Plans. FAP tokens can be purchased in advance and do not expire. The FAP token will be passed as a credit to the Customer's account. The customer can activate as many FAP tokens as and when required and will reset to 10% of the monthly data allowance.

**Business Voice Prioritised FAP Tokens:**

Monthly Service Plans	10% FAP Threshold Download allowance	FAP Token Price Vat Inclusive
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Premium Business V 3 Mbps (1 Voice Channel)	14GB	R 1 359
Premium Business V4 - 5 Mbps (4 Voice Channels)	3.5GB	R 389
Premium Business V 5 Mbps (2 Voice Channels)	23GB	R 1 949
Premium Business V8 - 15 Mbps (8 Voice Channels)	10GB	R 979
Premium Business V 10 Mbps (2 Voice Channels)	27GB	R 2 329
Premium Business V 15 Mbps (3 Voice Channels)	36GB	R 2 919

**Enterprise:**

		Setup fee	PM	QTY
Mega 3072	Download 3072Kbps, Upload 1024Kbps, 9GB Daily usage, Add usage @ R649 p/d	R171	R13699 <input type="checkbox"/>	
Uplink Mini	Download 256Kbps, Upload 512Kbps, 300MB Daily usage Download, Unlimited Upload	R171	R899 <input type="checkbox"/>	
Uplink Master	Download 1024Kbps, Upload 3072Kbps, 2.67GB Daily usage Download, Unlimited Upload	R171	R8339 <input type="checkbox"/>	
Insure 2048 - 1 X Static IP	Download 2048Kbps, Upload 512Kbps, 50MB Daily usage, Add usage @ R489 p/d	R171	R1500 <input type="checkbox"/>	
Insure 5096 - 2 X Static IP	Download 5120Kbps, Upload 1536Kbps, 50MB Daily usage, Add usage @ R1379 p/d	R171	R3100 <input type="checkbox"/>	
Insure 15360 - 2 X Static IP	Download 15360Kbps, Upload 3072Kbps, 100MB Daily usage, Add usage @ R2169 p/d	R171	R5425 <input type="checkbox"/>	

**Free zone.** A Free zone does not apply to the Enterprise package

**Enterprise FAP Tokens:**

Monthly Service Plans	10% FAP Threshold Download allowance	FAP Token Price Vat Inclusive
Uplink Mini	300MB	R 59
Uplink Master	2.67GB	R 489

**\*Please note that some products may vary but final confirmation will be done before installation.**

Required Regulation of Interception of Communications and Provision of Communication-Related Information Act (Rica), documentation for all customers;

**Individuals**

Certified copy of ID	
Proof of residential address	

**Business**

Certified copy of Representative ID	
Proof of Representative residential address	
Copy of business letterhead including registration details and address	

**For office use only: Documentation Required (No application will be processed without these documents) Received Yes/NO**

Proof of income	(Payslip)	
Proof of bank details	(3months latest Bank Statements)	
Proof of residence	(Water & Electricity account)	
Copy of ID	(Directors ID in case of business)	

Fax all documentation to **086 524 1911** or e-mail to [creditvet@lantic.net](mailto:creditvet@lantic.net)

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Name in Capitals

\_\_\_\_\_  
Date

\_\_\_\_\_  
@lantic Agent Signature

\_\_\_\_\_  
Name in Capitals

\_\_\_\_\_  
Date

**\*Each page of the Atlantic Standard Terms and Conditions together with the Product Specific Terms and Conditions need to be signed by the customer**

Initial

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**1 INTERPRETATION AND PRELIMINARY**  
 Unless a contrary intention clearly appears –

1.1 the following terms shall have the following meanings –

1.1.1 "activation" means the enabling of a service at the supplier's premises to operate on one or more networks;

1.1.2 "addendum" means a supplementary agreement signed by both the supplier and the customer that expands or modifies a current agreement and which endures for the duration of the current agreement;

1.1.3 "agreement" means the general terms and conditions, the product specific terms and conditions, the proposal, the subscriber agreement and all addenda, if applicable, concluded by the customer and executed in terms hereof;

1.1.4 "charges" or "rates" means the installation charges, monthly services charges, usage charges and any other charges pertaining to the provision of services by the supplier to the customer;

1.1.5 "CPA" means the Consumer Protection Act, 2008;

1.1.6 "CPA Regulations" means regulations promulgated pursuant to the CPA from time to time;

1.1.7 "customer" means any person who has entered into an agreement with the supplier for the provision of services and/or the use of the equipment, or who has applied to the supplier for the provision of services and/or the use of the equipment;

1.1.8 "equipment" means all devices including software provided by the supplier to the customer in order to enable the supplier to provide the services;

1.1.9 "fully commissioned" means the date on which the services are fully operational;

1.1.10 "general terms and conditions" means this document excluding all proposals executed in terms hereof;

1.1.11 "initial period" means the duration of the first agreement signed by the customer in respect of the services as reflected in the subscriber agreement which period shall commence on the fully commissioned date;

1.1.12 "initial services" means the first services that are provided by the supplier to the customer in terms of the first agreement signed by the customer in respect of the services;

1.1.13 "installation" means the installation of equipment at the customer's premises or at such other location as may be specified by the customer;

1.1.14 "managed services" means the on-going management and provision of services by the supplier in return for a monthly payment by the customer;

1.1.15 "month" shall mean a calendar month commencing at 0h00 on the relevant day of the relevant calendar month;

1.1.16 "monthly service charge" means the monthly fees levied by the supplier in consideration for the customer's access to and use of the network services or other services provided by the supplier;

1.1.17 "network provider" means any authorised supplier of telecommunications facilities;

1.1.18 "network services" means any services provided by any of the networks including but not limited to fixed line operators, cellular operators, wireless operators or any other operator that provides access and network services (including value added services) made accessible to the customer by the supplier in terms of this agreement;

1.1.19 "product" means any combination of equipment and services provided by the supplier to the customer;

1.1.20 "product specific terms and conditions" means the specific terms and conditions applicable to the specific product or services as reflected in the proposal;

1.1.21 "proposal" means the order form or proposal document submitted by the supplier to the customer and signed by the customer in respect of the provision of the services and which incorporates the subscriber agreement, the product specific terms and conditions and the provisions of this agreement;

1.1.22 "renewal period" means, unless otherwise provided for in the product specific terms and conditions or subscriber agreement:

1.1.22.1 if the customer is a juristic person, a period of 24 successive months commencing on the day immediately following the expiration of the initial period or each successive renewal period;

1.1.22.2 if the customer is a natural person, the period specified in clause 3.3.3;

1.1.23 "Republic" means the Republic of South Africa;

1.1.24 "services" means the services, managed or otherwise, and/or products provided by the supplier to the customer as set out in the proposal;

1.1.25 "service provider" means any Electronic Communications Networks Licensee or Electronic Communications Licensee licensed under the Electronic Communications Act, 2005, or any service provider of an Electronic Communications Networks Licensee or Electronic Communications Licensee;

1.1.26 "software" means any computer programme that is either embedded or provided as a stand-alone application, or accessed via the internet or other web browsing method;

1.1.27 "subscriber agreement" means the summary of the agreement signed by the customer for the provision of services by the supplier to the customer;

1.1.28 "supplier" means Atlantic Internet Services (Proprietary) Limited;

1.1.29 "traffic type" means any specific type of calls carried by the supplier over the networks;

1.1.30 "usage charges" means the charges charged by the supplier to the customer for recorded usage of the network services;

1.2 when any number of days is prescribed in this agreement, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday;

1.3 the terms of the proposal shall prevail in the event of a conflict between the proposal and this agreement; and

1.4 in circumstances of the CPA being applicable to the agreement, the provisions of the CPA shall prevail in the event of a conflict between any provision of the agreement and the provisions of the CPA.

**2 APPOINTMENT AND AUTHORITY**

2.1 The customer appoints the supplier to supply the services to the customer for the initial period in accordance with the terms and conditions set out in the agreement, although the parties will be bound by the terms and conditions of this agreement with effect from the date of signature hereof.

2.2 The customer hereby authorises the supplier to:

2.2.1 communicate with other service providers to enable the supplier to obtain all information which may be necessary in order for the supplier to render the services. Should the supplier so require, the customer shall sign a separate letter authorising the supplier to approach the service providers to request such information as aforesaid which can be furnished as proof that the supplier has been mandated by the customer to approach the service providers for the purposes set out in clause 2.2; and/or

2.2.2 to enter into agreements and arrangements with third parties as may be necessary for the supplier to render the services.

**3 TERM**

3.1 The supplier undertakes to supply the services to the customer, subject to the succeeding terms of this agreement, for the duration of the initial period; provided that in the event that the initial services do not become fully commissioned as a result of the actions or omissions of customer, the supplier shall have the right to recover from the customer, the minimum monthly charge stipulated in the proposal (or pro rata portion thereof) payable by the customer for the period of the delay together with any reasonable wasted costs incurred by the supplier and customer hereby indemnifies the supplier accordingly.

3.2 If the customer is a juristic person, at the expiry of the initial period, unless otherwise notified in writing to the customer, the services and the agreement shall continue automatically on the terms contained in this agreement for an unlimited number of renewal periods, unless terminated by the customer, on expiration of the initial period or a renewal period, as the case may be, by giving the supplier a written notice of termination not less than 30 and not more than 90 days before the expiration of the initial period or renewal period, as the case may be.

3.3 If the customer is a natural person:

3.3.1 the customer may terminate the agreement:

3.3.1.1 on the expiry of the initial period, on written notice to the supplier;

3.3.1.2 during the initial period, on 20 business days' written notice to the supplier, subject, however, to the provisions of clause 3.6;

3.3.2 the supplier may, during the initial period, terminate the agreement 20 business days' after giving the customer written notice to remedy a material breach and the customer failing to remedy such breach within such period;

3.3.3 and the agreement is not terminated by either party in accordance with the foregoing during the initial period, unless the customer agrees to a renewal of the agreement for a further fixed term, the agreement will continue, after the initial period, on a month to

month basis (terminable by either the supplier or the customer on 1 month's written notice to the other), subject to any material changes of which the supplier has given written notice pursuant to clause 3.3.4;

3.3.4 not more than 80 nor less than 40 business days before the expiry of the initial period, the supplier shall notify the customer in writing of the impending expiry of the agreement, which notice will include any material changes that would apply if the agreement were to be renewed and the customer's right to terminate or continue with the agreement on the expiry of the initial period.

3.4 **Notwithstanding the foregoing, during any automatic renewal period the discounts applicable to the services provided for in the agreement shall not be available to the customer until the customer concludes a new written agreement with the supplier in respect of the services provided by the supplier for the term of the renewal period.**

3.5 Unless the CPA applies to this agreement, the supplier shall furthermore be entitled to terminate this agreement at any time by giving 3 months' written notice to this effect to the customer. Should the provision of any of the products or services by the supplier on the basis provided for in this agreement be finally declared illegal by an Act of Parliament, any regulatory body or court of law, the supplier shall be entitled to cancel this agreement on written notice to the customer.

3.6 Should the customer terminate this agreement prior to the expiry of the initial period or any renewal period for any reason other than expressly provided for in this agreement, the customer shall remain liable for all amounts owing to the supplier up until the date of termination and the supplier shall be entitled (unless the customer is entitled to terminate the agreement without penalty in accordance with the provisions of the CPA, if applicable) to levy a cancellation/early settlement fee provided for in the proposal, provided that where the customer is a natural person, such cancellation fee shall be limited to a reasonable fee determined in accordance with the guidelines set out in the CPA and, if applicable, the CPA Regulations.

3.7 Unless otherwise expressly stated in the agreement, upon expiry of the initial period or any renewal period, the supplier, in its sole discretion, but subject to clause 3.3.4, may remove or change any discounts that were applicable during the initial period or renewal period, as the case may be.

3.8 Any new or additional services or expansion of the initial services to be provided by the supplier to the customer from time to time shall be subject to the terms contained in the proposal or required to be agreed upon by the parties in writing in a new agreement (or in an addendum to the existing proposal) and such new services shall commence on the date on which such new services are fully commissioned.

3.9 The supplier may in its sole and absolute discretion alter the routing of any traffic at any time in pursuit of the provision of services, such routing changes having no effect on the validity of the agreement.

3.10 The services provided by the supplier are subject to government or relevant authority regulated limitations and transmission limitations, and may be temporarily and/or permanently interrupted or curtailed as necessary or appropriate for the proper operation of the services.

3.11 If the conclusion of the agreement is the result of direct marketing and the provisions of the CPA are applicable hereto, the customer has the right to cancel the agreement without reason or penalty by written notice to the supplier within 5 business days after the later of the date on which the agreement was concluded or the services or equipment were delivered to the customer. Should the customer have opened the original packaging of the products prior to returning same to the supplier on cancellation of this agreement, the supplier shall be entitled to deduct from any reimbursement or refund which may be payable to the customer on cancellation, a reasonable amount for the use and/or depletion of the products.

**4 SERVICES AND EQUIPMENT : DELIVERY AND INSTALLATION**

4.1 The supplier shall deliver the equipment and the services to the customer at the address nominated by the customer on the subscription agreement. The customer shall be obliged to pay the reasonable costs incurred by the supplier in delivering the equipment. If the supplier cannot deliver the equipment to such address through no fault of the supplier, the customer shall be obliged to pay all reasonable costs incurred by the supplier in making the attempted delivery. Subject always to the provisions of clause 11, the supplier shall use its reasonable endeavours to meet the stipulated dates and times for delivery of the equipment and the services. The supplier shall not be liable in any manner whatsoever to the customer for any loss arising from any failure or delay in performance or providing services and/or equipment resulting from any of the force majeure events referred to in clause 11 nor for any other reason unless such failure or delay is directly attributable to the gross negligence or fraudulent intent of the supplier.

4.2 Unless the customer proves otherwise and without limiting the rights of the customer pursuant to the CPA, if applicable, signature by the customer on any acceptance certificate provided by the supplier and/or its service providers upon the installation of the equipment or at the instance of a fully commissioned service, shall be deemed to be an acknowledgement by the customer that it has fully inspected and approved the equipment and all of its components and that the equipment and components have been received to the full satisfaction of the customer. Subject to the customer's rights to have defective products returned, repaired or monies paid in respect thereof refunded pursuant to the CPA, insofar as the CPA is applicable to the agreement, the customer shall have no claim against the supplier of whatsoever nature should, after such acceptance by the customer, it transpire that the equipment and/or any component thereof is unacceptable to the customer for any reason.

4.3 The customer shall, at its own cost and expense, be responsible for:

4.3.1 ensuring that the communication services and facilities, including without limitation, telephone facilities and lines, installation area/s, electrical outlet/s, connection requirements and access way/s are suitable for the installation, passage and electrical connection of the equipment and services when they are delivered for installation and thereafter; and

4.3.2 obtaining all necessary approvals and authorities imposed by any competent authority and required for the purpose of the supply, delivery and/or installation of the equipment and the services. The customer hereby indemnifies the supplier against any claim or liability suffered by the supplier by reason of such approval and authorities not having been obtained.

**5 SOFTWARE**

5.1 The customer shall use any software provided to it by the supplier, only for the purposes for which it is intended and licensed in terms hereof.

5.2 The customer shall not nor permit anyone else to reverse engineer, decompile, modify, tamper with, vary, enhance, copy, sell, lease, license, sub-license or otherwise deal with the software or any part, variation, modification, release or enhancement thereof or have any software or any program written or developed for it based on the software.

5.3 All rights of whatever nature in and to the software and all upgrades, updates, modifications and variations thereto from time to time, shall vest in the supplier.

5.4 The supplier shall upgrade any software provided to the customer at its sole discretion and shall not be obliged to perform such upgrades at any time unless a specific provision has been included in the agreement requiring that the supplier performs such upgrade.

**6 USE AND STORAGE OF INFORMATION**

6.1 The customer acknowledges that the supplier may establish general practices and limits concerning the use of the services (which it shall be entitled to modify from time to time in accordance with industry standards), including, the period of time that the customer's email messages and other content uploaded on to the supplier's server is retained, the quantity and size of content that may be sent from or received by the customer and that available disk space that will be allocated to the supplier's servers on the customer's behalf.

6.2 The supplier shall not be obliged in any way to delete or store any messages and/or other electronic communications or exchanges that the supplier maintains or transmits.

6.3 The supplier shall furthermore be entitled on written notice to the customer to terminate the provision of the services should the customer fail to use the services for a continuous period exceeding 12 months.

**7 CUSTOMER'S OBLIGATIONS IN RESPECT OF THE EQUIPMENT**

7.1 The customer undertakes to use the equipment only for the purpose for which it is intended and to ensure that its employees, agents and/or sub-contractors comply with the instructions and recommendations of the supplier.

7.2 Upon delivery or collection of the equipment as the case may be, risk in the equipment shall pass to the customer who shall then be responsible for:

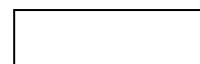
7.2.1 keeping the equipment in its possession and control, protected against loss and damage from whatsoever cause; free from any judicial attachment, hypothec or any other legal charge or process and shall not encumber the equipment;

7.2.2 exercising due care and diligence in respect of the equipment;

7.2.3 protecting all equipment against any form of lightning by means of installing a lightning protection, unless expressly provided by the supplier to the customer, and

7.2.4 obtaining adequate insurance for the equipment for the full replacement value thereof.

7.3 The customer furthermore agrees to ensure that the equipment is maintained in clean, serviceable and good working order. Upon the expiry of this agreement, the customer shall return all equipment in



good working order and in the same condition as at the date of installation, fair wear and tear excepted.

7.4 The customer agrees that any equipment supplied by the supplier and/or its service providers pursuant to this agreement is movable property and that notwithstanding any installation thereof at the customer's premises, unless the customer has purchased the equipment outright and has paid in full for such equipment, the equipment shall at all times remain the property of the supplier and/or its service providers, as the case may be, who shall have the right to inspect the equipment at all reasonable times during the currency of this agreement and to remove the equipment on termination of the agreement for any reason. Accordingly, the customer undertakes forthwith upon the installation of the equipment, to notify the landlord of the premises where the equipment is to be installed of the supplier's and/or its service provider's ownership of the equipment.

7.5 The customer shall provide:

7.5.1 the supplier with access to its premises, the equipment, software, telephone ports and/or network for the purposes of monitoring and correcting the equipment and/or software and monitoring the performance of the customer's obligations hereunder;

7.5.2 the supplier with plans, organograms, structural, architectural and block diagrams, user lists, company procedures and any other form of information that the supplier deems necessary for the proper provision of the services;

7.5.3 its own security procedures so as to ensure the integrity of its systems, it being specifically recorded that, notwithstanding the provisions of 7.6 and 7.7, that the supplier shall not be liable for any loss suffered by the customer attributable to loss of integrity of its systems unless such loss is directly attributable to the gross negligence or fraudulent intent of the supplier.

7.6 In respect of any equipment provided to the customer by the supplier under a managed services agreement and in respect of equipment provided by the supplier at the supplier's cost to the customer, where such equipment is covered by the supplier's insurance:

7.6.1 the customer undertakes to comply fully with the terms and conditions of the insurance cover procured by the supplier, for all the equipment supplied to it by the supplier;

7.6.2 if the equipment or any part thereof is lost, stolen or damaged for any reason whatsoever and howsoever arising, the customer shall immediately notify the supplier in writing of such loss, theft or damage;

7.6.3 In the case of equipment that is damaged, and until such notification has been received by the supplier, the customer shall remain fully liable for all costs and charges pertaining to such equipment and to the services.

7.7 The supplier shall, as soon as reasonably possible after receipt of written notification of such theft, loss or damage for equipment supplied under a managed services agreement:

7.7.1 repair or replace equipment (other than equipment that has not been supplied by the supplier, the repair and/or replacement of which shall be for the customer's entire responsibility);

7.7.2 bear the costs of such repair or replacement except where such repair or replacement is necessary as a result of an accident or force majeure event (as contemplated in clause 11) or through improper, malicious or negligent use by the customer of the equipment or use in breach of the terms and conditions hereof. The supplier shall in its sole discretion, using reasonable testing methods, determine whether such equipment has been subjected to improper, malicious or negligent use.

7.8 In respect of any theft, loss or damage of equipment that has been purchased outright by the customer from the supplier, and notwithstanding the provisions of clause 8.9, the customer shall be fully liable for all costs and charges pertaining to the replacement of such equipment. Such loss, theft, or damage to and/or the issue of replacement equipment shall in no way be deemed to constitute a termination of the agreement which shall continue to be of full force and effect.

7.9 The customer shall be obliged to ensure that the equipment and all components thereof at all times remain at the site of installation thereof. Should the customer wish to relocate any fixed or movable component(s) of the equipment to alternative premises, the customer shall be precluded from doing so unless it has made written application on 4 months' notice to the supplier to such effect and the supplier has approved such relocation in writing. The customer will be charged for any site-relocation requirement (whether within the customer's existing premises or to alternative premises) at the relevant rates stipulated by the supplier and/or its service providers at the time of such site re-location.

7.10 The supplier may at any time re-configure upgrade, and/or exchange any equipment at its sole and absolute discretion, to meet its obligations required to provide the services. The supplier shall not be obliged to effect any other upgrades or improvements unless it determines to do so in its sole and absolute discretion.

7.11 The customer shall not itself be entitled to nor permit any other party to repair, maintain, modify, alter or add to the equipment in any manner whatsoever without the supplier's prior written consent.

7.12 Unless the prior written approval of the supplier is obtained, the customer shall ensure that only equipment and services marketed and sold by the supplier may be installed on or connected to the equipment. Any component or accessory affixed or addition made to the equipment during the currency of this agreement shall become the property of the supplier without reimbursement or compensation to the customer.

**8 CHARGES AND PAYMENT**

8.1 Unless otherwise agreed to by the supplier in writing or provided for in the proposal or in the product specific terms and conditions, in consideration of the provision of the services and equipment by the supplier to the customer, the customer shall effect payment to the supplier, in full, without deduction or set off and free of bank charges, within 14 days of the date of invoice presented to the customer:

8.1.1 for the supply and delivery of services, equipment and installation;

8.1.2 for the monthly service charge and/or all other maintenance charges and insurance charges, if applicable, and of all other relevant periodic charges (including monthly and annual charges) either in arrears or in advance, as specified in the proposal;

8.1.3 at the supplier's premises or at the supplier's banker's premises.

8.2 **It is expressly recorded and agreed that the supplier shall be entitled, on 30 days' written notice to the customer, to increase the charges payable by the customer in circumstances of either such increases being specifically provided for in the proposal or the direct costs to the supplier in providing the services (including, without limitation, the charges charged by the network provider(s) in respect of such services) being increased. In such event the increases to the charges shall be commensurate with the increased costs of providing the services. Furthermore, the supplier shall be entitled to vary any savings and/or rates guaranteed or implied to the customer in the event of a change in network tariffs or the regulatory environment which impacts on the services on the giving of 30 days' written notice thereof to the customer.**

8.3 Unless the customer notifies the supplier in writing within 3 days of receipt of an invoice to the contrary, the contents of such invoice shall be deemed to be correct.

8.4 Unless otherwise stipulated, all amounts payable by the customer to the supplier in terms of this agreement are exclusive of VAT and any other statutory levies, taxes and imposts as may be levied thereon from time to time. The customer shall accordingly be liable for VAT and all rates, taxes, government or statutory levies as may be imposed in respect of the services from time to time.

8.5 The supplier shall be entitled to insist that all amounts payable by the customer are made through a debit order on the terms and conditions stated in the proposal and the customer shall be obliged to execute and deliver such further instruments, contracts, forms and other documents ("additional documentation") or perform such further acts as may be required by the supplier for the purposes of securing such debit order/s in favour of the supplier, copies of which additional documentation shall have been made available to the customer prior to the date of signature hereof. Where payment is made by the customer through a debit order, other electronic means or any other intermediary, the customer's bankers or other intermediaries shall act as customer agents and the customer shall have discharged its obligations only upon payment being received by the supplier at the supplier's premises or by the bankers of the supplier.

8.6 Any cancellation of such a debit order without the prior written consent of the supplier shall constitute a breach by the customer of this agreement.

8.7 The supplier shall be entitled to charge the customer the greater of a monthly administration fee of R35 a month (escalated on an annual basis in accordance with annual increases in CPI) and interest at an amount equal to 2% per month of any overdue sums from the date on which such sums become payable.

8.8 A certificate by a director of the supplier as to the amount owing by the customer to the supplier at any time shall be sufficient proof thereof for provisional sentence or summary judgment.

8.9 In the event of an outright purchase of equipment, if such equipment has been delivered to the customer's premises and is subsequently lost or stolen from the customer's premises prior to it having been paid for either in part or in full, the customer shall be responsible for the full payment of such equipment to the supplier.

8.10 Unless otherwise specified in the agreement, in the case of an outright purchase of equipment, the customer shall pay an amount equaling 80% of the total deal value upon delivery of the equipment to the customer's premises, and the balance of 20% of the total deal value when fully commissioned.

8.11 Unless otherwise specified in the agreement, in the case of an outright purchase of the equipment by the customer, where the customer cancels the order after the supplier has ordered the equipment from its suppliers, the supplier shall be entitled to charge the customer an amount equal to 7% of the value

of such ordered equipment to the supplier, which the parties acknowledge and agree constitutes a reasonable charge within the meaning of section 17 of the CPA.

8.12 Where it is the customer's responsibility to install lightning protection equipment, and the equipment has been damaged by lightning, it is the customer's responsibility for the full payment of such repair or replacement to the supplier.

**9 SUSPENSION**

9.1 The supplier may upon 5 days' written notice to the customer, suspend the customer's use of the services in the event that –

9.1.1 any modification, maintenance or remedial work is required to be undertaken pertaining to the services; and/or

9.1.2 the customer fails to perform any of its obligations or breaches any term/s of this agreement; and/or

9.1.3 the customer at any time exceeds the credit limit which the supplier, in its absolute discretion, shall set and notify the customer of from time to time.

9.2 The supplier may require the customer to effect payment of any applicable reconnection charges pursuant to the restoration of the services suspended in the circumstances contemplated in clauses 9.1.

9.3 The customer remains liable for the applicable charges payable by it in terms of this agreement during any period of suspension in the circumstances contemplated in clauses 9.1.

**10 DEFAULT**

10.1 Save where otherwise provided for in the proposal or elsewhere herein, should either party ("the defaulting party")

10.1.1 fail to pay any amount payable under this agreement within 7 days after receipt of written demand requiring such payment;

10.1.2 commit a breach of any provision (other than a payment obligation) of this agreement and, if such breach is capable of remedy, fail to remedy such breach within 14 days after receipt of written demand from the other party requiring it to do so;

10.1.3 becomes the subject of business rescue proceedings, is placed under liquidation, judicial management or any similar disability, whether provisionally or finally and whether voluntarily or compulsorily;

10.1.4 commit any act which if committed by a natural person would constitute an act of insolvency or become insolvent;

10.1.5 compromise or attempt to compromise generally with any of its creditors;

10.1.6 have a final judgment taken against it which is not satisfied within 30 days after the granting of such judgment,

then the other party ("the aggrieved party") shall be entitled, without prejudice to any of its other rights under this agreement and/or in law and by giving written notice, to immediately cancel this agreement or to claim immediate specific performance of all of the defaulting party's obligations whether or not due for performance, in either event without prejudice to the aggrieved party's right to claim damages. **Furthermore, and without prejudice to the supplier's rights pursuant to the foregoing, should the supplier have suffered any damages as a result of the interconnect bypass referred to in clause 12.1, the supplier shall be entitled to recover from the customer an amount equal to the interconnect rate applicable to the supplier plus 10% thereof.**

**11 FORCE MAJEURE**

If either party is prevented or restricted from carrying out all or any of its obligations under this agreement by reason of any event constituting force majeure (being any cause beyond the reasonable control of either party, including without limitation adverse weather conditions, unpredictable delays caused by traffic congestion, diversion or road works, the unavailability of raw materials, strikes, power outages, industrial disputes, regulatory interference or the unavailability of any communications lines and/or network operator facilities), then that party shall be relieved of its obligations under this agreement during the period that such event continues, and shall not be liable for any delay and/or failure in the performance of such obligations during such period, provided that if the force majeure event continues for a period longer than 14 days, either party may cancel this agreement on written notice.

**12 ABUSE OF SERVICES**

The customer hereby warrants and undertakes in favour of the supplier that the customer –

12.1 shall not use nor allow the services to be used for any improper, immoral or unlawful purpose, including, without limitation, attempting to utilise the services to route (or assist another party to route) transit traffic from other networks to the supplier, nor in any way which may cause injury or damage to persons or property or an impairment or interruption of the services;

12.2 shall comply with all relevant legislation and regulations imposed by any competent authority and all directives issued by the supplier relating to the services including its Acceptable Use Policy available on the supplier's website, and hereby indemnifies the supplier for any losses, expenses, damages, harm or amount for which the supplier may become liable arising from or relating to the use of the services in any manner whatsoever which violates the terms of this agreement, the supplier's Acceptable Use Policy or any law, legislation or regulations; and/or any claims made by any third party arising from the customer's use of the services unless such losses, expenses, damages, harm or liability were directly attributable to the gross negligence or fraudulent intent of the supplier.

**13 OBLIGATIONS ON TERMINATION AND/OR SUSPENSION**

13.1 The customer is liable for any obligation accrued at the date of termination or suspension of the services, including the payment of any costs or charges that may arise in connection with such termination (including, without limitation, the cancellation fees referred to in clause 3.6) or suspension, and the payment of all outstanding fees for the use of the services prior to said termination or suspension.

13.2 The payment obligations of the customer in terms of this agreement are not suspended, stayed, delayed or otherwise affected by any suspension of access to the services where such suspension arises from the customer's failure to comply with, or violation of, the terms and conditions of this agreement or any law or legal obligation of the customer.

13.3 The supplier shall be entitled to immediately deactivate the service on the date of termination or cancellation and further, has no obligation to the customer after any termination or cancellation of this agreement.

**14 WARRANTIES, EXCLUSION AND LIMITATION OF LIABILITY**

14.1 The supplier shall use all reasonable endeavours to ensure that the equipment supplied by it and/or its service providers is in accordance with the agreement and is otherwise correct in terms of the customer's requirements. **Subject to any warranties that may be implied by the CPA to the extent that the CPA is applicable to the agreement, the supplier does not, however, make any representations nor, unless expressly given in writing, give any warranty or guarantee of any nature whatsoever, whether express or implied, in respect of the services or the equipment including but not limited to implied warranties of merchantability and fitness or suitability for any intended purpose.**

14.2 **Subject to the provisions of the CPA to the extent that the CPA is applicable to the agreement, the supplier shall not be liable to the customer or any third party for any loss or damage which the customer or such third party may suffer or incur as a consequence of utilising the services and/or software and/or equipment, irrespective of whether such loss or damage is direct, special, incidental, consequential or otherwise unless such loss or damage was directly attributable to the gross negligence or fraudulent intent of the supplier.**

14.3 **Without limiting the generality of the foregoing, the supplier shall not (other than in circumstances of the supplier's gross negligence or fraudulent intent) be liable for any damage or loss suffered by the customer caused by and/or attributable to –**

14.3.1 the services being interrupted, suspended or terminated, for whatsoever reason; and/or

14.3.2 the supplier's failure to suspend the provision of the services to the customer in terms of an arrangement between the supplier and the customer or after the customer has specifically requested the supplier to do so in order to limit the applicable charges; and/or

14.3.3 communications not being sent and/or received and/or transmitted timeously or at all for any reason whatsoever; and/or

14.3.4 circumstances that constitute a force majeure event (as contemplated in 11); and/or

14.3.5 the customer's failure to perform its obligations under this agreement; and/or

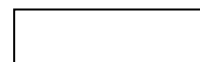
14.3.6 changes made to the customer's operating environment which were not communicated to the supplier; and/or

14.3.7 a power failure or power interruptions at any site from where the services or any component of the services are rendered; and/or

14.3.8 any failure or delay by the customer to report problems or queries to the supplier's call centre; and/or

14.3.9 the server and/or equipment of any recipient party being non-functioning for any reason whatsoever; and/or

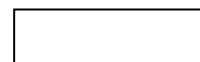
14.3.10 the failure of any hardware, software programme, operating system, application/s, networks, telecommunication lines and/or any other computer system (or any component thereof) of any third party on whom the supplier and/or the customer



- relies (whether directly or indirectly) to supply and/or receive, as the case may be the services;
- 14.3.11 the unavailability of the supplier's website for any reason whatever; and/or
- 14.3.12 the customer using the service for any unlawful, improper or immoral purpose; and/or
- 14.3.13 the unlawful or fraudulent accessing by a third party of the customer's telecommunication lines, PBX or other telecommunication equipment. In such circumstances, the customer shall remain liable for all charges incurred pursuant to such unlawful or fraudulent access and hereby indemnifies the supplier against all loss, liability, damage or expense which the supplier may suffer as a result thereof.
- 14.4 Notwithstanding any other provisions of this agreement, each of the supplier's and the customer's liability to the other and/or any third party for any damages or loss of whatsoever nature, including without limitation any damages or loss caused by the negligence (but excluding gross negligence) of the supplier or the customer, as the case may be, or that of its servants, agents and sub-contractors, shall in any event and under all circumstances be limited to an amount equal to the fixed monthly charges payable by the subscriber during the initial period.
- 15 **UNSOLICITED COMMERCIAL COMMUNICATIONS**
- 15.1 The customer indemnifies the supplier and its directors against all loss, liability, damage or expense (whether actual, contingent or otherwise and whether or not in the contemplation of the parties and including but not limited to loss of data, profits or goodwill) which the supplier or its directors may suffer as a result of or which may be attributable to the sending of unsolicited commercial communications ("SPAM").
- 15.2 The customer is solely responsible for compliance with all laws and regulations from time to time regulating SPAM including but not limited to the Electronic Communications and Transactions Act of 2002 ("ECTA") and the Independent Communications Authority of South Africa (ICASA) Code of Conduct.
- 16 **ASSIGNMENT, SUB-CONTRACTING AND CONTRACTING ON BEHALF OF THE CUSTOMER**
- 16.1 The customer may not assign any of its rights or obligations in terms of this agreement, nor pass any equipment to any third party, nor allow any third party to use the equipment, without the supplier's prior written consent.
- 16.2 The supplier shall be entitled at any time during the currency of the agreement to cede and/or assign and/or sub-contract any or all of its rights and obligations in terms of the agreement to any other party provided that if the customer is a consumer as contemplated in regulation 44(1) of the CPA Regulations such assignment of obligations is not to the customer's detriment.
- 16.3 Subject to the restriction in clause 16.1 this agreement shall be binding on the successors-in-title of the respective parties.
- 17 **NOTICES**
- 17.1 The customer and the supplier choose the addresses set out in the agreement as their chosen address ("domicilium") for all purposes under this agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature.
- 17.2 Either party may change its domicilium on written notice to the other.
- 17.3 Any notice required or permitted to be given in terms of this Agreement shall be valid and effective only if given in writing, excluding notice in the form, either wholly or partly, of a data message as defined in the ECTA.
- 18 **GOVERNING LAW AND JURISDICTION**
- 18.1 This agreement shall be governed by the laws of the Republic.
- 18.2 The customer, by its 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 Magistrate's Courts in relation to any actions or proceedings instituted against the customer in terms of, or arising out of the provisions of this agreement, provided that either party in its 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.
- 18.3 In the event of either party instituting legal proceedings against the other ("defaulting party") to recover amounts due to or take any other legal steps arising out of this agreement, the defaulting party shall be liable for legal costs on the scale as between attorney and own client.
- 19 **DISCLOSURE**
- 19.1 The supplier undertakes not to disclose to any third party details of the customer's name, address or any third party ("customer details") except as set out in this clause 19.
- 19.2 The customer hereby authorises the supplier to disclose customer's details to a third party wherever the supplier deems this reasonably necessary to enable it to properly perform its functions or protect its interests (including, without limitation, for the purposes of credit vetting the customer), for the purpose of enabling the provision of emergency services or directory or repair services to the customer.
- 19.3 In addition, the supplier may disclose the customer's details if required to do so to any regulatory authorities or any court of law.
- 20 **AUTHORITY AND ACKNOWLEDGEMENTS**
- 20.1 The customer warrants that it has the necessary legal capacity and authority to conclude this agreement.
- 20.2 The signatory of the customer warrants that he/she is authorised to sign on behalf of the customer.
- 20.3 The customer confirms that:
- 20.3.1 it has been given an adequate opportunity to read and has read and understood the agreement together with the supplier's Acceptable Use Policy; and
- 20.3.2 it has read and is aware of all the terms and conditions contained herein that are printed in bold and which have been initialled by the customer as confirmation hereof.
- 21 **AMENDMENTS TO THE GENERAL TERMS AND CONDITIONS**
- 21.1 This agreement constitutes the whole agreement between the parties relating to the subject matter hereof, and shall not be modified except as expressly set out in this clause 21.
- 21.2 Subject always to the right of the customer to terminate this agreement in accordance with the provisions of clause 3, the supplier frequently modifies and seeks to improve the services which it provides to its customers, and such changes may from time to time require that the supplier amends the agreement. The supplier shall in its sole discretion have the right to amend the agreement and to change and/or discontinue any feature or component of the services, as it may deem necessary. Any use by the customer of the services after any such amendment has been implemented and notified to the customer in writing by the supplier, shall be deemed to constitute acceptance by the customer of such amendment.
- 22 **GENERAL**
- 22.1 Subject to clause 21 and any other provision herein to the contrary, no cancellation of this agreement and no settlement of disputes arising under this agreement and no extension of time, waiver or relaxation or suspension of any of the provisions of this agreement shall be binding unless recorded in writing and signed by the parties. Any such extension, waiver, relaxation or suspension, which is so given, shall be strictly construed as relating only to the matter in respect of which it was made or given.
- 22.2 To the extent permissible by law and subject always to the provisions of the CPA, if the CPA applies to the agreement, no party shall be bound by any express or implied term, representations, warranty, promise or the like not recorded herein.
- 22.3 Should any part of this agreement be found invalid, the balance of the provisions shall remain enforceable.

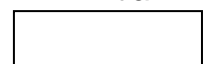
SIGNED by the parties on the following dates and at the following places respectively:

THE CUSTOMER		THE SUPPLIER	
FULL NAME:		FULL NAME:	
TITLE:		TITLE:	
DATE:		DATE:	
SIGNED AT:		SIGNED AT:	
SIGNATURE:		SIGNATURE:	
Hereby warranting that he / she / they / is / are duly authorised			



1. **PRODUCT NAME:** YahClick
2. **YAHCLICK INTERPRETATIONS**
  - 2.1. **CPEs or Consumer Premises Equipment** means the whole of the Yahsat approved transmit receive including, without, imitation, the antenna and it's equipment ( Satellite modem, a Transmitter and Receiver Unit and the Satellite Dish)
  - 2.2. **Satellite** means the Y1-B satellite utilised by YahSat for the provision of YahClick Services.
  - 2.3. **Subscriber Agreement** means the written ( including fax or electronic click-through) contractual arrangement to be entered into by the subscriber in order to purchase the YahClick product and Services
  - 2.4. **Sales Agent** means a company, firm or person appointed by the Reseller in accordance with this agreement, having the right to sell the YahClick products and Services in designated areas within the territory
  - 2.5. **Product Procedure** means the latest edition of the YahClick product procedure as amended from time to time as provided. The Principal may amend the Product procedure in its sole discretion from time to time by written notice to the Customer. The parties agree that the product Procedure is part of and intended to supplement this agreement. The Customer acknowledges and agrees that it shall comply with each of the terms and conditions set forth in the Product Procedure. The product procedure shall deal with operational and technical parameters of YahClick products and services.
  - 2.6. **Territory** means the Republic of South Africa.
  - 2.7. **YahClick Products and Services** mean the YahClick broadband internet access services together with the applicable CPEs.
3. **PRODUCT RULES.**
  - 3.1. All prices includes VAT
  - 3.2. No fixed term contracts for Monthly Service Plans
  - 3.3. The customer can only use the Service Plans, through a YahClick CPE
  - 3.4. Only installers certified by the Principal are allowed to install YahClick CPE's
  - 3.5. The Installation cost includes installation within a radius of 25km from installer.
  - 3.6. Travel and accommodation cost, if the customer premises is more than 25km away from the installer, is for the account of the customer.
  - 3.7. No modifications to YahClick's CPEs will be acceptable
  - 3.8. Subscribers will be billed monthly in advance, accepts for the first month which will be billed prorate in arrears.
  - 3.9. Service plans will be billed on the 21<sup>st</sup> of each month
  - 3.10. Payment due 10 days after invoice has been provided electronically. Unpaid service plans will be suspended on or before the 7<sup>th</sup> of a month.
  - 3.11. The YahClick System will notify the Customer when approaching 70%, 85%, and 100% of the daily usage limit.
  - 3.12. Subscribers can access a usage meter to monitor consumption. Users can monitor their usage limit daily and usage left on a voucher.
  - 3.13. Consumers and Business packages have a consumption limit that when exceeded, their speed will be limited and the user's traffic will be de-prioritized. Fair Access Policy (FAP) enables consumers to download up to 10% of their total monthly data allocation at any one time every rolling 3 day period (72-hours). If the consumption limit is exceeded, the service speed will be limited/throttled according to the service plan specification. This will mean that the customer may not have connectivity during peak network traffic.
  - 3.14. Download and Upload speeds are "up to" speeds. Actual speeds will depend on time of day and usage patterns in each market.
  - 3.15. Unlimited data upload is permitted. Upload data is not counted as part of the monthly data allowance, and no upload speed reductions apply. Speeds will be reduced if usage exceeds permitted download allowance.
  - 3.16. The Enterprise Mega 3078 has a daily data allowance of 1500 MB. This package has No FAP policy. Once the client exceeds the 1500MB on any day, the unlimited daily rate charge will apply. They are then billed the monthly subscription price, plus the daily rate for everyday the daily allowance is exceeded times the number of days usage exceeded the daily allowance. Free zone and FAP tokens do not apply
  - 3.17. The Enterprise Upload Mini and Upload Master service plans have unlimited upload capacity but limited download capacity. Free zone and FAP tokens do not apply.
  - 3.18. The Enterprise Insure packages are ideal backup solutions for which a small monthly fee applies and in addition to that a daily fee for every day used per day, only for those days in use. Free zone and FAP tokens do not apply
  - 3.19. The Customer can purchase FAP tokens in advance. The FAP token will be passed on as a credit to the Customer's account. FAP tokens do not expire. The Customer can activate a FAP token as and when required.
  - 3.20. FAP tokens will be invoiced in advance.
  - 3.21. FAP token credits do not expire
  - 3.22. Consumer and Business Service Plans enjoy the benefit of a free zone. While YahClick does limit certain type of traffic (such as peer-to-peer) during peak-times, it recognizes that downloading movies and music is one of many uses of having a broadband connection. Customers are encouraged to use the Free Zone between the hours of 01:00 a.m. and 06:00 a.m. without concern about consumption limits. The daily FAP limit will start again at 6:00 a.m. local time.
  - 3.23. **Migration between Service Plans.**
    - 3.23.1. The customer can migrate between service plans at any time depending on hardware compatibility.
    - 3.23.2. A credit will be passed on the account based on the number of days to the end of the month multiplied by the average cost per day of the service plan. The new service plan will be billed prorate for the present month.
  - 3.24. **Suspensions.** Two types of suspensions exist
    - 3.24.1. **Suspend Non-Pay:** the customer will be suspended due to payment delinquency.
    - 3.24.2. **Suspend Abuse:** this state is initiated by Vox/ YahClick and only applied to customers who have abused or mounted an attack or are generating an enormous amount of virus traffic on the YahClick network
    - 3.25. **Termination of Service.** Vox reserves the right to terminate the service if the end-subscriber engages in any of the prohibited activities listed in this AUP or if the customer uses the YahClick equipment or service in a way that is contrary to any YahClick policies or any of YahClick's Service Partners' policies. If a customer violates YahClick AUP, their service will be suspended and the Service Partner will be contacted for any follow-up action. Prohibited uses include, but are not limited to, using the service, customer equipment, or the YahClick Equipment to:
      - 3.25.1. Undertake or accomplish any unlawful purpose. This includes, but is not limited to, posting, storing, transmitting or disseminating information, data or material which is libelous, obscene, unlawful, threatening, defamatory, or which infringes the intellectual property rights of any person or entity, or which in any way constitutes or encourages conduct that would constitute a criminal offense;
      - 3.25.2. Post, store, send, transmit, or disseminate any information or material which a reasonable person could deem to be objectionable, offensive, indecent, pornographic, harassing, threatening, embarrassing, distressing, vulgar, hateful, racially or ethnically offensive, or otherwise inappropriate, regardless of whether this material or its dissemination is unlawful;
      - 3.25.3. Access any other person's computer or computer system, software, or data without their knowledge and consent; breach the security of another user; or attempt to circumvent the user authentication or security of any host, network, or account;
      - 3.25.4. Use or distribute tools designed or used for compromising security, such as password guessing programs, decoders, password gatherers, analyzers, cracking tools, packet sniffers, encryption circumvention devices, or Trojan Horse programs. Network probing or port scanning tools are only permitted when used in conjunction with a residential home network, or if explicitly authorized by the destination host and/or network. Unauthorized port scanning, for any reason, is strictly prohibited;
      - 3.25.5. Restrict, inhibit, or otherwise interfere with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the service, including, without limitation, posting or transmitting any information or software which contains a worm, virus, or other harmful feature, or generating levels of traffic sufficient to impede others' ability to send or retrieve information;
      - 3.25.6. Restrict, inhibit, interfere with, or otherwise disrupt or cause a performance degradation, regardless of intent, purpose or knowledge, to the service or any YahClick (or YahClick Service Partner) host, server, backbone network, node or service, or otherwise cause a performance degradation to any YahClick (or YahClick Service Partner) facilities used to deliver the Service;
      - 3.25.7. Transmit unsolicited bulk or commercial messages or "spam." This includes, but is not limited to, unsolicited advertising, promotional materials or other solicitation material, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, and petitions for signatures.
    - 3.26. **Cancellation notice.** A Service plan can be cancelled through 30 days written notice.
    - 3.27. If an account is terminated at a customer's request, then the capacity that was reserved for the services on that account will be released. Reconnecting a disconnected account will require a technician to make an onsite visit to re-provision the customer's PC. Vox will not terminate any account without prior communication with a Customer. In most cases, the only time that Vox will terminate an account is because of repeated abuse of the network by a customer.
    - 3.28. Transmitted (uploads) and received data (downloads) will deplete the service plan's daily usage. The subscriber will be liable for all traffic generated on the service plan.
    - 3.29. Data Transfer rates are not guaranteed and are dependent on network availability.
  4. **SATELLITE INSTALLATION**

The average duration of an installation is 3 to 4 hours, which includes the mounting of the standard wall mounting brackets, pointing of the Transmitter, cabling and connection to the customer's computer. If the preparation of the customer's premises required special preparations or a non-standard complex installation, the customer will be liable for that additional cost. The additional cost will be discussed and agreed to during the site installation and the billing will be adjusted once the installation is completed.
  5. **STANDARD INSTALLATION.** Installation price includes:
    - 5.1. Travel cost within 25kms from the Installers premises. It excludes travel and accommodation to locations further than 25km. This cost will be quoted and settled between customer and installer as follows:
    - 5.2. Installation through a Vox Certified Installer (does not include sub-contracting or use of local personnel)
    - 5.3. Installation to an outside wall as determined during the site survey. Antenna must be mounted 1.5m and higher from the ground. Installations higher than 3m are non-standard. Wall mounts can only be mounted to surfaces or building materials that can support the wall mount.
    - 5.4. The Customer Premises Equipment (CPE) consist of:
      - 5.4.1. Satellite dish ( 74cm, 98cm or 120cm dishes)
      - 5.4.2. Standard wall mount bracket
      - 5.4.3. LNB (Transmitter/Receiver Unit, TxRx 1 or 2 Watt)
      - 5.4.4. Hughes HN9260 or HN9460 Indoor Routers
      - 5.4.5. 10 x RG-6 Compression Connectors (10 pcs.)





- 5.4.6. Insulation Tape (3m)
- 5.4.7. Tie Wraps
- 5.4.8. Installation Cable (RG6 or RG11) – 20M
- 5.4.9. Wall jack
- 5.4.10. Installation Voucher
- 5.5. Site survey, which form part of the installation
- 5.6. Grounding according to regulations
- 5.7. Weather insulation
- 5.8. Testing of connectivity and capture of data in the Onsite Verification Tool (OVT) using the installer's equipment
  - 5.8.1. Connecting the satellite to one Customer computer
  - 5.8.2. Demonstrate the YahClick system is operational by browsing the internet on the Customers' computer. The setup of any additional services or products are for the account of the customer
- 6. **NON-STANDARD INSTALLATION**
- 6.1. Non-Standard Installation can be defined as conditions where work is performed outside the definition of a Standard Installation
- 6.2. The following are Non-Standard Installation items:
  - 6.2.1. Preparation of the installation site, contractors work, ground works, removal of trees

- 6.2.2. Safety of the site, people and equipment
- 6.2.3. Sites with no line of sight to 47,6 degrees East which requires fabricated mounts
- 6.2.4. Sites in estates where the rules are not clear or it may take time and a process to determine
- 6.2.5. Rental property and landlord has not approved installation yet.
- 6.2.6. Installations higher than 3m or sites where special health and safety regulations are required
- 6.2.7. Site where trenching is needed
- 6.2.8. Installation sites in or on high-rise buildings
- 6.2.9. Roof Mounts, pole extensions, single pole mounts, Non-Pen Mounts
- 6.2.10. More than the standard length of cable is required
- 6.2.11. Drilling through more than 1 outer wall

7. **CUSTOMER RESPONSIBILITIES.**

The customer is responsible for the following

- 7.1. Operational Computer with RJ-45 network interface as specified to connect to
- 7.2. Availability of electricity, customer to provide surge protected 220V Mains Supply at the premises
- 7.3. Safety of the site, installation team and equipment
- 7.4. Permits and or zoning variances where applicable
- 7.5. Travel and accommodation, over and above what is included in the Standard Installation
- 7.6. Preparation of the site for safe installation

1. **General**

- All new applicants will need to be registered for RICA. The following documentation is needed:
  - Individual - Certified copy of ID, Proof of physical address.
  - Business - Certified copy of Representative ID, Proof of Representative residential address, Copy of business letterhead including registration details and address
- All new applicants will be credit vetted before a contract will be approved. An applicant needs to supply Atlantic with a Copy of ID, most recent Payslip and 3 months bank statements
- Atlantic will not be held responsible for any damages caused to hardware due to the negligence of a subscriber
- The subscriber will be responsible for the replacement value of a damaged device caused by electrical surges, lightning, water
- A Subscriber will be responsible for insurance on the hardware
- A subscriber may pay for their service via Debit order, Electronic Funds Transfer or Credit Card unless otherwise stipulated per product
- A Subscriber will be billed pro-rata in the month of activation on all contract packages with a monthly subscription
- Upward migration of packages is allowed and no penalty fee will be levied
- Downward migration of packages is allowed but a penalty fee will be levied and is calculated upon request
- An early cancellation of the contract is allowed but a subscriber will be responsible for an early cancellation penalty.
  - Early cancellation penalty fee
  - A subscriber will be charged 3 x normal monthly subscription and liable for the full remainder of the hardware cost
- A subscriber can cancel their monthly contract service by giving 20 business days notice
- A subscriber who wishes to cancel their monthly contract service must do so before the 25th day of each month
- Should a subscriber cancel their monthly contract service the monthly subscription and usage fee will be calculated on a pro rata basis in the month of cancellation
- Should there be any usage after a subscriber has cancelled the contract, the subscriber will be billed for the usage
- The voice traffic that will transfers across a subscriber's internet connection will make use of the data to process voice calls and a subscriber will be responsible for the cost incurred on the data charges
- Any unused talk time that is inclusive as part the package option will not carry over into the next month
- A subscriber's service will be suspended if no payment has been received as indicated in the Atlantic Standard Terms and conditions
- @ lantic hereby grants the use and enjoyment of the equipment to the Subscriber, which hereby accepts such grant of use and enjoyment of the equipment, subject to the provisions hereof
- The Subscriber shall take delivery of the equipment at the Subscriber's premises on behalf of the Atlantic when such delivery is tendered by the supplier and the Subscriber shall, at its own cost and expense, ensure that the installation area/s, electrical outlet/s, connection requirements and access way/s be suitable for the installation, passage and electrical connection of the equipment when it is delivered for installation and thereafter
- If special lifting tackle or rigging operations are necessary for the installation of the equipment, all charges connected therewith shall be paid for by the Subscriber. The Atlantic accepts no responsibility in respect of or liability arising out of such installation.
- The hardware provided will be on a rental basis only and Atlantic will remain the Atlantic of the hardware at all time during the rental term unless stipulated otherwise
- A subscriber shall be entitled to use the equipment during the rental term until the agreement is cancelled by the either the subscriber or Atlantic
- The subscriber shall be responsible to ensure that all equipment being used during the rental term is maintained and in good working order

- Any damaged equipment outside of its warranty during the rental agreement shall be replaced or repaired by the subscriber
- The subscriber acknowledges having examined the equipment or caused the equipment to be examined and satisfied itself as to its good condition and service ability and agrees that no guarantee as to the condition, quality or model of the equipment or as to its fitness for any purpose has been given, expressly or tacitly, and any implied warranty is hereby expressly excluded
- The subscriber shall not be entitled to any suspension, remission and/or withholding of the monthly/quarterly/half-yearly/annual rental in respect of any period during which the equipment is not in proper working order or not working at all
- On termination of this agreement, the subscriber shall return the equipment to the Atlantic at an address nominated by the Atlantic in the same condition as existed at the effective date, fair wear and tear excepted
- A subscriber's agreement will not be cancelled unless all equipment that is the property of Atlantic is returned.
- Should the subscriber or any competent authority determine, either before, during or after the installation of the equipment, that any alterations or additions are required to the equipment or to the subscriber's premises to ensure the proper installation and functioning of the equipment, then such alterations or additions shall be carried out only by such technicians as may be approved by the Atlantic, at the User's sole cost and expense
- Emergency calls - The Customer acknowledges and agrees that effecting emergency calls from the products and/or services supplied by Atlantic under this agreement may result in a delay in the response time of any such emergency service. The Customer is accordingly advised to use Telkom directly to place any such emergency calls as in no circumstances will Atlantic be liable for any delays encountered by the Customer should such calls have been placed using the Atlantic products and/or services nor for any direct or indirect damage or loss or injury suffered by the Customer as a consequence of any such delays
- In terms of Voice products Atlantic cannot in any manner guarantee or measure the quality of voice services provided over "public networks" where there is no direct IP (internet) connection to Atlantic. Loss of voice integrity and quality cannot be measured by means of MOS (Mean Opinion Score as a measurement of voice quality) or any other manner over networks not linked to Atlantic directly. Atlantic shall not be liable for any claims in regard to services offered whilst traversing "public networks"
- The Customer may not use the Atlantic account to route transit traffic from other networks to Atlantic Telecom. Failure to comply will constitute a material breach of the Terms and Conditions and if Atlantic suffers damages due to any interconnect bypass, charges will be levied against the Customer at the interconnect rate plus 10%.
- All new hardware purchased as a once-off will carry a 12 month manufacturer's warranty
- These Product Specific Terms and Conditions need to be read and acknowledged in conjunction with the Atlantic Standard Terms and Conditions

2. **Glossary**

- **RICA** means the Regulation of Interception of Communication Act
- **Data Cap** means the amount of data allocated as part of the package subscription (ex. 1GB is allocated on the package and once the 1 GB is depleted additional data would need to be purchased or out of bundle usage will apply
- **VoIP** means Voice over Internet Protocol
- **SIP** means Session Initiation Protocol
- **Rental** means the monthly/quarterly/half-yearly/annual amount charged to and payable by the User to the Atlantic for the use and enjoyment of the equipment as specified in this agreement
- **Migration** means moving to a package of the same technology of either a lower or higher subscription value

3. **SIP Accounts**

- The following terms and conditions listed are only applicable to SIP Accounts
- No hardware is included with a SIP account
- A subscriber will be liable for a once-off activation fee of R50.00 (incl. VAT)

# Product Specific Terms and Conditions



- A subscriber will be held responsible for any hacking or abuse of any open source/free PBX platforms and will be liable for all costs incurred on their bill.
4. **@PABX**
- The following terms and conditions listed are only applicable to @PABX
  - All new @PABX agreements will be on a 24 month contract.
  - A subscriber will be liable for a once-off activation fee of R1 500.00 (incl. VAT) on the @PABX Mini
  - A subscriber will be liable for a once-off activation fee of R1 800.00 (incl. VAT) on the @PABX Maxi
  - A subscriber requires an ADSL line for internet connectivity in order to use the service
5. **Supafone**
- The following terms and conditions listed are only applicable to the Supafone
- A subscriber will be liable for a once-off activation fee of R300.00 (incl. VAT)
  - A subscriber requires an internet connection to make use of the service
  - The Supafone 99 package will only be available on a 12 month contract
6. **3CX PBX**
- The following terms and conditions listed are only applicable to the 3CX product
  - The 3CX solution is available on a 36 month rental agreement
  - The 3CX SLA is compulsory and must be taken with the 36 month rental
  - The voice usage generated will be billed separately from the 3CX solution
  - The 3CX requires a minimum 4Mbps ADSL line for the voice only
  - The equipment remains the property of @lantic during the rental term.