

ADSL Line Terms and Conditions

Considering that the Customer wants to rent Service(s) through Imaginet;

And considering that Imaginet is willing to provide those Service(s) according to the conditions set out in this Agreement;

The parties agree to the following:

1. Provision of Service

Imaginet will arrange for the installation, migration, upgrade or downgrade of the Subscriber's ADSL Line as set out in Annexure A attached to this Agreement, from here on referred to as the "Service(s)".

2. Term

- 2.1. The parties agree that the Service(s) will be provided on a month-to-month basis and are subject to change from time to time.
- 2.2. This Agreement takes effect on the date of verification of the ADSL Line installation.

3. Conditions

- 3.1. The Customer agrees to read and abide by Imaginet's Acceptable Use Policy (AUP), which will be considered as an Annex to and a part of this Agreement. The AUP can be found on Imaginet's website at <http://www.imaginet.co.za>, or requested by letter or e-mail. The Customer understands and accepts that the AUP may change from time to time, without notice, and that it is his/her responsibility to regularly check for updates.
- 3.2. The Customer agrees to follow the terms and conditions set out in Imaginet's Service Agreement, which will be considered as an Annex to and a part of this Agreement. The Service Agreement can be found on Imaginet's website at <http://www.imaginet.co.za>, or requested by letter or e-mail.
- 3.3. The Customer understands that the Service(s) are not provided by Imaginet directly, and that they are provided on a "best effort" basis by Telkom.

4. Line Installation

- 4.1. The Customer understands that in order to have an ADSL Line installed, his/her premises must be in an area with an ADSL exchange and must already have a Telkom telephone line, that such a telephone line must be a standard post-paid line, not ISDN, DECT, a junction line, or connected to a switchboard, and that the line must be registered in his/her own name.
- 4.2. In a case where the Telkom telephone line is not registered in the Customer's name, the Customer must provide a letter from person whose name the telephone line is registered in confirming that the ADSL line can be installed in

his/her name. Should the line be in the name of a company, the aforementioned letter must be on the company's letterhead.

- 4.3. The Customer understands that the installation of an ADSL line is subject to the availability of ADSL resources and network readiness, including but not limited to the Telkom exchange in his/her area having ADSL capability or having available ports.
- 4.4. Should the Customer apply for an ADSL line and find that such a line is not available in his/her area, he/she will not be able to receive ADSL services, and will not be charged for such services by Imaginet.
- 4.5. The Customer further understands that, while the Services are provided through Imaginet, Telkom is responsible for the installation of the ADSL line itself. This can take 3-5 weeks to be completed. Once the installation is complete, Imaginet will inform the Customer of the completion, and will provide the Customer with ADSL services according to the Customer's preferences.
- 4.6. The Customer will be billed pro-rata for the first month of his/her ADSL line installation.

5. Line Migration

- 5.1. Should the Customer have an ADSL line that they wish to migrate to Imaginet, he/she will need to fill in the attached Line Form indicating that the request is for a Migration.
- 5.2. The Customer understands that line migration to Imaginet can take up to three (3) weeks.
- 5.3. Imaginet will assist in the migration of a Customer's line to Imaginet; however the Customer understands that such a migration will be performed by Telkom and that Imaginet has no control over how long the process takes to be completed.
- 5.4. Once a line has been migrated to Imaginet:
 - 5.4.1. Payments for the line will be made to Imaginet and
 - 5.4.2. Imaginet will contact Telkom on the Customer's behalf should they experience any problems or faults with their ADSL line.
- 5.5. Should the Customer wish to migrate an ADSL line away from Imaginet, he/she will need to provide written notice of such an intention.
- 5.6. The Customer understands that line migration from Imaginet to Telkom can also take up to three (3) weeks.
- 5.7. If the line migration away from Imaginet has not been completed by the billing date, the Customer understands that he/she will be charged the full line rental for that month by Imaginet
- 5.8. If the Customer receives an invoice from both Imaginet and Telkom for the line rental for the month that he/she migrated to Telkom, the line rental fee

described in section 5.7 will be refunded to the Customer.

6. Line Upgrades, Downgrades, and Transfers

- 6.1. The Customer understands that, though the process may be quicker in some instances, any upgrade or downgrade to their current ADSL line will only be effective up to three (3) weeks after it is requested.
- 6.2. Should the Customer have an ADSL line with Imaginet that they wish to upgrade or downgrade, he/she will need to fill in the attached Line Form indicating that the request is for an upgrade or downgrade, and which line speed they would like to have.
- 6.3. Charges for the upgraded or downgraded ADSL line will only be altered once such a line has become effective.
- 6.4. Should the upgrade or the downgrade of the Customer's ADSL line not be completed by the billing date, the Customer will be billed for his/her previous line speed and not for the upgraded or downgraded speed for that month. In the case of downgrades, the Customer will be billed for his/her usage pro-rata for that month.
- 6.5. Should the customer wish to change the address where his/her line is installed, that line will have to be migrated back to Telkom before it can be reinstalled at the new location. The customer is required to log a request with Imaginet to migrate the line back to Telkom. Only after this order has been completed will Telkom process the request to have the line moved. Once the line has been successfully migrated from Imaginet, the order to move the line must be placed by the customer with Telkom directly.

7. Application Form

- 7.1. It is the sole responsibility of the Customer to ensure that the application form is filled in with the correct details.
- 7.2. The line owner listed on the attached Line Form must be the same as the line owner attached to the telephone line in Telkom's database. This means that even if Telkom has misspelled the line owner's name, the misspelled name must be used in the Line Form.
- 7.3. The physical address listed on the attached Line Form must be the same as the physical address attached to the telephone line in Telkom's database. This means that even if Telkom has got the incorrect physical address for the telephone line, this is the address that must be used in the Line Form.
- 7.4. The technical information that is required by Telkom to install an ADSL line for a Customer includes, but is not limited to:
 - 7.4.1. The quantity of ADSL lines required,
 - 7.4.2. The telephone number for each of the locations where an ADSL line is required,
 - 7.4.3. The requested ADSL line speed,

- 7.4.4. The requested date that the ADSL line should be installed, and
- 7.4.5. The type of service that is required (i.e. an installation, migration, upgrade or downgrade).
- 7.5. Should the application be filled in with the incorrect details, it will be rejected by Telkom and the client will be required to fill in a second application form with the correct details. Only once the correct details have been received by Telkom can the application be processed.
- 7.6. Should the Customer's telephone number change during the process of the ADSL line installation, the Customer's application will be rejected and a new application will need to be filled out.
- 7.7. Should the Customer move to an area where the requested ADSL line is not yet available or no longer available, regardless of whether his/her telephone number remains the same, his/her application will be rejected.

8. Telkom

- 8.1. The Customer understands that, while Imaginet will assist in the provision of, installation of, migration of or adjustment of an ADSL line, Telkom will be responsible for any installation, changes and maintenance of such lines.
- 8.2. The Customer further understands that any Telkom telephone charges are separate from the ADSL line charges, and should a telephone charge not be paid, his/her Service(s) may be suspended or terminated by Telkom.
- 8.3. Should a Customer's telephone line be terminated, for whatever reason, his/her ADSL line will also be considered terminated, and the client will not be charged any further ADSL line rental by either Imaginet or Telkom.
- 8.4. Should a Customer's ADSL line be terminated as described above, such a line will not be able to be reactivated. Should the Customer wish to reactivate his/her line in this instance, he/she will need to fill in a new application form for such a line with Telkom directly.

9. Faults

- 9.1. Any fault that a Customer experiences with his/her ADSL line must be reported to Imaginet directly.
- 9.2. Before a fault relating to an ADSL line can be reported to Telkom, Imaginet will need to run a series of tests to ensure that the fault lies with the line and not with the Customer's hardware including, but not limited to, his/her modem.
- 9.3. Should the Customer be using a modem that was not bought through Imaginet and is not of a type that is approved by Telkom, Telkom will not be required to attend to any faults that the Customer reports.

10. Suspension

- 10.1. Should the Customer's Imaginet account become suspended for any reason,

he/she will remain responsible for paying his/her ADSL line rental.

- 10.2. In a case as above, ADSL line rental will be added to the Customer's outstanding amount each month until such a time as the outstanding amount is paid in full or his/her account has been handed over to a collection agency.
- 10.3. Should a Customer's account be handed over to a collection agency for non-payment, an amount equivalent to one month's line rental will be added to the outstanding amount to cover the one month's notice that is required for termination of an ADSL line.
- 10.4. Should a Customer's outstanding amount be paid in full, the Customer can continue to use his/her services as normal until such a point as the Customer provides Imaginet with the necessary written notice of termination.

11. Termination

- 11.1. Should the Customer wish to cancel his/her ADSL line application before such a line has been installed or otherwise modified, written notice of intention to cancel should be provided to Imaginet, and such a cancellation will only be effective once Telkom has received written notice from Imaginet.
- 11.2. Should the Customer's cancellation of his/her ADSL line application be successful, he/she may be responsible for a reasonable cancellation penalty. Such a penalty will be due and payable once Imaginet has issued an invoice.
- 11.3. Should either party wish to cancel or terminate his/her ADSL line, he/she will need to provide one (1) calendar month's written notice of intention to terminate.
- 11.4. The Customer understands that he/she will be responsible for any rental fees that may occur during the one (1) calendar month after written notice of termination has been received by either party.
- 11.5. In instances where the Customer has requested the cancellation of an ADSL line, he/she may be charged a penalty fee, such as a contact cancellation fee, by Telkom. Such a penalty fee is the Customer's responsibility.
- 11.6. Though Imaginet may assist in logging a dispute with Telkom over a penalty fee as described above, they provide no guarantee as to the successful outcome of such a dispute.

12. Domicilium Citandi et Executandi

- 12.1. The parties accept that the addresses set out on the opening page of this Agreement will be the address or "*domicilium*", where documents related to this Agreement can be delivered and where any legal processes can be served.
- 12.2. The Customer understands that communication delivered to such addresses will be considered received, unless proven otherwise.
- 12.3. Either of the parties can change their domicilium to another physical address, as long as that party informs the other of the change by giving fourteen (14) days'

written notice.

12.4. Such a change in *Domicilium* will not constitute a change to the physical installation address of the client's ADSL line. Should the client wish to change the address where his/her line is installed, such a request will need to be processed as set out in 6.6 above.

13. Assignment

The Customer may not sell, assign, cede or transfer this Agreement, any part of it or any rights given in it to another person without first getting Imagnet's written consent, which Imagnet won't unreasonably withhold.

14. No Waiver

If either party fails to exercise any rights under this Agreement in any instance, the failure will not mean that the right is waived in other instances. If such a party waives any obligation of this Agreement, it does not mean that other obligations will be waived. A change of any provision in this Agreement will not mean that other obligations are waived.

15. Severability

If for any reason an appropriate court finds any provision or portion of this Agreement to be unenforceable, that provision will be enforced as far as possible to reflect the intention of the parties, and the rest of this Agreement will not be affected.

16. Force Majeure

Neither party will be responsible for any failure to perform their obligations if the failure results from any act of God or other cause beyond their reasonable control.

17. Applicable Law

The terms and conditions of this Agreement and the Annexures attached to it, will comply with the laws of the Republic of South Africa.

18. Entire Agreement

This Agreement makes up the entire Agreement between the parties and replaces any previous written or oral Agreement or understanding regarding the content found here. No interpretation, amendment, or change to this Agreement will apply unless it is written and signed by both parties.